Horizon 401(k) Plan

(Effective January 1, 2003;
Restated Effective January 1, 2021)

A Church Retirement Benefits Plan of

The United Methodist Church

Horizon 401(k) Plan

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Note: The Horizon 401(k) Plan is a church plan that is not subject to registration, regulation, or reporting under the Investment Company Act of 1940, the Securities Act of 1933, the Securities Exchange Act of 1934, Title 15 of the United States Code, or State securities laws. Similarly, the Administrator and the Trustee of the Plan and the entities maintaining any investment funds under the Plan are not subject to those provisions of those Acts or laws. Therefore, Plan participants and beneficiaries will not be afforded the protection of those provisions.

Horizon 401(k) Plan

SECTION 1 – INTRODUCTION

1.1 **The Plan.** The following provisions, together with an Adoption Agreement executed by each Plan Sponsor, constitute the Horizon 401(k) Plan. The Plan was originally approved by the Board of Directors of the General Board, effective January 1, 2003. In accordance with later resolutions of the Board of Directors of the General Board, the Plan has been amended and restated effective January 1, 2021, except as otherwise provided. The Plan will apply to an Accountholder as of the earlier of the date such Accountholder first became eligible for the Plan or first had an Account and will remain applicable, as the Plan exists from time to time, until the Accountholder no longer has an Account. If any issue under the Plan applies after an Accountholder's Account has been distributed, then the terms of the Plan as they existed on the date such Account was distributed will apply to such former Accountholder. In the case of a Beneficiary or any other person who does not have an Account but who claims a benefit under the Plan, the terms of the Plan as they existed at the time or times such person would have been entitled to an Account if such claim were upheld will govern.

1.2 **Type of Plan.** For the purpose of Code §401(a)(27) the Plan is designated as a profit-sharing plan that includes a cash or deferred arrangement qualified under Code §401(k). The Plan is also intended to be a Safe Harbor Plan under Code §§401(k)(12) and 401(m)(11), if so elected by a Plan Sponsor on its Adoption Agreement. For the purpose of Code §401(a)(4), the Plan is intended to be a multiple employer plan involving more than one Plan Sponsor. Plan Sponsors may or may not be Affiliates of one another. For the purpose of Code §414(e), the Plan Sponsors are each intended to be a church, convention or association of churches (within the meaning of Code §414(e)(3)(C)), or organization controlled by or associated with a church or a convention or association of churches (within the meaning of Code §414(e)(3)(D). Accordingly, the Plan Sponsors are intended to be one employer for the purpose of Code §414(e). Further, the Plan is intended to meet the requirements of a "church plan" as that term is defined in Code §414(e) and to be exempt from ERISA as a non-electing Church Plan to the extent permitted under Code §410(d), applicable ERISA sections, and any other applicable law.

1.3 **Funding.** To fund the benefits provided under the Plan, the General Board has established the Trust pursuant to the Trust Agreement. All benefits under the Plan will be provided exclusively by distributions from the Trust. The Trustee has the powers and duties specified in the Trust Agreement. The General Board will have the authority to replace the Trustee of the Trust at any time, or to establish additional Trusts to fund benefits under the Plan. Benefits under the Plan may also, in the General Board's discretion, be provided by the purchase of insurance contracts, and, in such event, the term Trust will also include the Plan's interest in such insurance contracts. Such insurance contracts may be entered into by the General Board or by the Trustee in accordance with the General Board's direction.

1.4 Exclusive Benefit. The Plan is for the exclusive benefit of Participants and their Beneficiaries. No portion of the funds contributed to the Plan will revert to or be applied for the benefit of the Plan Sponsors, except as specifically permitted herein.

SECTION 2 - DEFINITIONS AND RULES OF INTERPRETATION

As used in this Plan, capitalized terms will have the meaning set forth below.

2.1 **Account.** All of the separate accounts maintained under the Plan for the benefit of a Participant, Alternate Payee, or Beneficiary as provided in Section 7.1.

2.2 **Account Balance.** The total amount held for an Accountholder in his or her Account (or in the specific separate Account referred to), as determined on the coincident or immediately preceding Accounting Date in accordance with the provisions of Section 7.

2.3 **Accountholder.** A Participant, Alternate Payee, or Beneficiary who has an Account under the Plan.

2.4 **Accounting Date.** The last business day of each calendar year and each other date upon which Contributions to, distributions from, or transfers to or from Account Balances are made or upon which Account Balances are adjusted in accordance with Section 7.

2.5 **Administrator.** The General Board or any successor.

2.6 **Adoption Agreement.** An agreement executed by each Plan Sponsor and accepted by the Administrator that is a part of this Plan and is the means by which a Plan Sponsor adopts the Plan and specifies any optional provisions that are a part of the Plan as to that Plan Sponsor.

2.7 **Affiliate.** Any business entity that is:

(a) a corporation that is a member of the same controlled group of corporations, as defined in Code §414(b), as a Plan Sponsor;

(b) a trade or business, whether or not incorporated, that is under common control with a Plan Sponsor within the meaning of Code §414(c);

(c) a member of the same affiliated service group, as defined in Code §414(m), as a Plan Sponsor; or

(d) otherwise required to be aggregated with a Plan Sponsor pursuant to Treasury Regulations issued under Code §414(o), but that is not itself a Plan Sponsor.

2.8 **Alternate Payee.** A Spouse, former Spouse, child, or other dependent of a Participant entitled to receive a portion of such Participant's Account under a Qualified Domestic Relations Order.

2.9 **Appoint** or **Appointment.** Officially appointed by a bishop to a ministry pursuant to ¶¶425 through 430 of the Discipline. In the case of a bishop, assigned in accordance with ¶406 of the Discipline.

2.10 Automatic Enrollment. An option that a Plan Sponsor may elect on its Adoption Agreement under which Employees of the Plan Sponsor who are eligible for Participation under Section 4.1 and who belong to a category of Employees specified on the Adoption Agreement as being subject to Automatic Enrollment will be enrolled by the Plan Sponsor (after an appropriate Notice of same to each such Employee) for Before-Tax Contributions of a chosen percentage of at least 1% (in whole percentage point increments) of each such Employee's Compensation (as elected by the Plan Sponsor on its Adoption Agreement), unless any such Employee elects, in a Form acceptable to the Administrator, not to make such Contributions or to change their amount or type or unless the contributing Participant is a member of a category of Participants that is ineligible for Automatic Enrollment, as defined by the Administrator from time to time.

2.11 Before-Tax Contributions. Contributions made by the Plan Sponsor to the Plan in accordance with Section 5.1 pursuant to an election by a Participant to defer a portion of his or her Compensation into the Plan on a pre-tax basis before receipt of the Compensation or, if elected by the Plan Sponsor on its Adoption Agreement, pursuant to Automatic Enrollment.

2.12 Beneficiary. The person(s) (including a trust or other entity), designated as set forth in Section 9, who is receiving, entitled to receive, or at the death or disappearance of an Accountholder will be entitled to receive an Accountholder's residual interest in this Plan that is payable following such Accountholder's death or, as provided in Section 9.6, the disappearance of the Accountholder.

2.13 Break in Service. A period of absence from employment with a Plan Sponsor and its Affiliates that results in the cessation of crediting Hours of Service that begins when an Employee incurs a Termination of Employment and ends when he or she is re-employed by the Plan Sponsor or an Affiliate.

2.14 CARES Act. The Coronavirus Aid, Relief and Economic Security Act of 2020.

2.14 Catch-Up Contributions. Contributions made by the Plan Sponsor to the Plan in accordance with Section 5.5 pursuant to an election by a Participant to defer a portion of his or her Compensation into the Plan as Before-Tax and/or Roth Contributions, provided that such Contributions do not exceed the limits specified in Section 5.5(b).

2.15 Church Plan. A plan qualifying under Code §414(e) or ERISA section 3(33).

2.16 Claimant. An Accountholder who makes a claim for benefits under the Plan or who appeals the denial of such a claim, or such Accountholder's representative.

2.17 Clergyperson. One of the following persons:

(a) an elder in full connection within the meaning of ¶¶306-309 of the Discipline who is a member of an annual conference, a provisional conference, or a missionary conference and is not a provisional member;

(b) a deacon in full connection within the meaning of ¶¶306-309 of the Discipline who is a member of an annual conference, a provisional conference, or a missionary conference and is not a provisional member;

(c) a local pastor within the meaning of ¶¶315-320 of the Discipline;

(d) an affiliate member of an annual conference, a provisional conference, or a missionary conference within the meaning of ¶¶227, 344.4, 369.1, or 586.4 of the Discipline;

(e) a provisional member of an annual conference within the meaning of ¶324 of the Discipline;

(f) an associate member in an annual conference within the meaning of ¶¶227, 321, 322, or 369.1 of the Discipline;

(g) a clergyperson of another denomination within the meaning of ¶¶346.2 or 346.3 of the Discipline; or

(h) a bishop elected by a jurisdictional conference in accordance with ¶405 of the Discipline.

2.18 Code. The Internal Revenue Code of 1986, as now in effect or as hereafter amended, and any regulation, ruling, or other administrative guidance issued pursuant thereto by the Internal Revenue Service.

2.19 Compensation.

(a) *General Rule.* Except as otherwise provided below, a Participant's Compensation for a Plan Year means all amounts paid or made available to the Participant by his or her Plan Sponsor during the Plan Year for services as an Employee that:

(i) constitute wages (as defined by Code §3401(a) for the purpose of income tax withholding), or

(ii) are otherwise required to be reported on Form W-2 (or such other form as may be prescribed pursuant to Code §§6041(d) and 6051(a)(3).

(b) *Certain Exclusions*. The following items are excluded from a Participant's Compensation, even if otherwise included under subsection (a), except as otherwise provided in subsection (d):

(i) expense reimbursements or other expense allowances (including rental or housing allowances or the rental value of a parsonage under Code §107);

(ii) fringe benefits (cash or non-cash);

(iii) moving expenses;

(iv) deferred compensation;

(v) welfare benefits; or

(vi) any amounts described in (a) above that are paid to the Participant in lieu of Plan Sponsor-provided group health plan coverage, including coverage of the Participant's family members, as determined by the Plan Sponsor in accordance with procedures that may be established by the Administrator.

(c) *Annual Limit on Compensation*. A Participant's Compensation for any Plan Year may not exceed $290,000 in 2021, as adjusted pursuant to Code §401(a)(17). For the purpose of computing the Before-Tax Contributions, Roth Contributions and Catch-Up Contributions deferred by a Participant whose Compensation exceeds such limit, all Compensation paid to the Participant during the period during which he or she has elected to have Before-Tax Contributions, Roth Contributions and Catch-Up Contributions withheld will be taken into account until the total Compensation taken into account equals such limit.

(d) *Treatment of Before-Tax Contributions.* Notwithstanding the foregoing, a Participant's Compensation includes any elective contributions excluded from income under Code §125 (relating to cafeteria plans), Code §132(f) (relating to qualified transportation fringe benefits), Code §402(e)(3) (relating to 401(k) plans), Code §402(h) (relating to simplified employee pension plans), Code §403(b) (relating to tax-sheltered annuity plans), or compensation deferred under a plan qualified under Code §457.

2.20 Conditional Contribution. A type of Non-Safe Harbor Plan Sponsor Contribution to a Participant's Account that is made in the amount of a predetermined percentage of at least 1.00% of the Participant's Compensation on the condition that the Participant makes a Before-Tax Contribution and/or Roth Contribution to the Plan in a specified decimal percentage of Compensation. The Plan Sponsor elects in its Adoption Agreement both its own predetermined decimal percentage of at least 1.00% of the Participant's Compensation that will constitute its Plan Sponsor Contribution to each Participant's Conditional Contribution Account and the minimum Participant Contribution percentage of Compensation a Participant must elect to earn the Conditional Contribution for each Contribution Period.

2.21 Contribution. An amount contributed to the Plan by a Plan Sponsor or a Participant in accordance with Section 5.

2.22 Contribution Period. The time period during which Compensation on which a Plan Sponsor Contribution or Participant Contribution is based is earned by a Participant. It is often the same as a payroll period, but may be as long as a Plan Year. The Plan Sponsor elects the Contribution Period in its Adoption Agreement within the parameters permitted therein or in rules established by the Administrator.

2.23 Designated Beneficiary. An Accountholder's Beneficiary and the person specified as a designated beneficiary in Code §401(a)(9) and Treasury Regulation section 1.401(a)(9)-4.

2.24 Determination Year. The Plan Year for which an Employee is being determined to be (or not be) a Highly Compensated Employee, within the meaning of that definition.

2.25 Disabled. Any of the following with respect to an Employee:

(a) determined to be disabled by the Social Security Administration;

(b) receiving or having been awarded disability benefits, as determined by the Administrator, under the Comprehensive Protection Plan, a church welfare benefits plan of The United Methodist Church, or a long-term disability plan (if any) provided by an Employee's Plan Sponsor;

(c) being a Clergyperson placed on medical leave, as defined by ¶356 of the Discipline; or

(d) in the case of an Employee who is not eligible for a Social Security Administration determination of disability, determined to be disabled by an outside professional firm selected by the Administrator, based on reasonable and consistently applied factors established by the Administrator from time to time.

2.26 Discipline. *The Book of Discipline of The United Methodist Church 2016*, the body of church law established by the General Conference of The United Methodist Church, as amended and restated from time to time. Cited paragraphs or other subdivisions are deemed to refer to successor provisions when an amendment or restatement of the *Discipline* causes a change in citation.

2.27 Disclaim. To refuse or waive a benefit before receiving it such that it passes to another person under the terms of the Plan, such as a successor Beneficiary.

2.28 Discretionary Contribution. A Non-Safe Harbor Plan Sponsor Contribution with respect to a contribution Plan Year:

(a) in any decimal percentage of the Participant's Compensation;

(b) in any flat dollar amount; or

(c) determined in accordance with such other formula as the Plan Administrator may permit from time to time

that the Plan Sponsor may (or may not) elect to:

(1) declare at any time from January 1 of the contribution Plan Year through May 1 of the following Plan Year (or such other date that is specified by the Administrator); and

(2) contribute to Discretionary Contribution Accounts of eligible Participants at any time from January 1 of the contribution Plan Year through June 15 of the following Plan Year (or such other date that is specified by the Administrator and permissible under applicable law and Treasury Regulations).

Such declaration and contributions are made in a form acceptable to, and subject to rules and procedures established by, the Administrator.

2.30 Effective Date. The Plan was originally effective on January 1, 2003. This restatement of the Plan is effective January 1, 2021. The Plan will be effective for each Plan Sponsor on the date specified in that Plan Sponsor's Adoption Agreement, once it is accepted by the Administrator.

2.31 Eligible Rollover Distribution. Any distribution of all or any portion of the balance to the credit of a distributee covered under Section 9.5, except that the term "Eligible Rollover Distribution" does not include:

(a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of such distributee or the joint lives (or joint life expectancies) of such distributee and such distributee's designated beneficiary or for a specified period of 10 years or more;

(b) any distribution to the extent such distribution is required under Code §401(a)(9);

(c) any hardship distribution described in Code §401(k)(2)(B)(i)(IV);

(d) any corrective distribution of excess amounts under Code §§402(g) or 415(c) and income allocable thereto;

(e) any loans that are treated as deemed distributions pursuant to Code §72(p); or

(f) any other excluded distribution described in Code §402(c)(4), Treasury Regulations thereunder, or any other provision of the Code or Treasury Regulations.

2.32 Employee. Any person who is currently employed (in the common law sense) by a Plan Sponsor or an Affiliate, or who is a Leased Employee with respect to a Plan Sponsor or Affiliate, but such term excludes any person who is employed as or through an independent contractor and, before May 1, 2007, any elder or deacon who is Appointed. A Clergyperson who is Appointed to serve a Plan Sponsor or an Affiliate will be deemed an "Employee" of such Plan Sponsor or Affiliate (and potentially eligible to participate in this Plan). For the purpose of eligibility under the Plan, however, "Employee" will not include a Leased Employee or a nonresident alien who receives no earned income (as defined in Code §911(d)(2)) from a Plan Sponsor that constitutes income from sources within the United States (as defined in Code §861(a)(3)).

2.33 Employment Commencement Date. The day on which an Employee first performs an Hour of Service for a Plan Sponsor, Affiliate or, at the election of the Plan Sponsor on its Adoption Agreement, a prior employer that is acquired by the Plan Sponsor.

2.34 Entry Date. The date upon which an Employee becomes a Participant as provided in Section 4.2.

2.35 ERISA. The Employee Retirement Income Security Act of 1974, as now in effect or as hereafter amended, and any regulation, ruling, or other administrative guidance issued pursuant thereto by the Internal Revenue Service, the Department of Labor, or the Pension Benefit Guaranty Corporation.

2.36 Former Participant. A person who has been a Participant but who no longer has an Account Balance under the Plan and who no longer qualifies under Section 4.1.

2.37 415 Affiliate. A business entity that either is an Affiliate, or would be an Affiliate if Code 414 were modified in the manner provided by Code §415(h).

2.38 415 Compensation. All amounts paid or made available by a Plan Sponsor or 415 Affiliate to an Employee in a Limitation Year (or paid within 2½ months following such Employee's severance from employment that relate to such Limitation Year), including:

(a) The Employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includable in gross income (including, but not limited to, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Treasury Regulations section 1.62-2(c));

(b) In the case of a self-employed Employee who is an employee within the meaning of Code §414(e)(5)(A)(i)(I) and the regulations thereunder, the Employee's earned income (as described in Code §401(c)(2) and the regulations thereunder);

(c) Amounts received in connection with accident or sickness and described in Code §§104(a)(3), 105(a), and 105(h), but only to the extent that these amounts are includable in the gross income of the Employee;

(d) Amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Code §217; and

(e) Amounts described in Section 2.19(d) of the definition of Compensation (relating to Before-Tax Contributions).

For the purposes of subsections (a) and (b) above, "415 Compensation" will include foreign earned income (as defined in Code §911(b)), whether or not excludable from

gross income under Code §911. Compensation described in subsection (a) above is to be determined without regard to the exclusions from gross income in Code §§931 and 933 (dealing with income from sources within Guam, American Samoa, the Northern Mariana Islands, and Puerto Rico). Similar principles are to be applied with respect to income subject to Code §§931 and 933 in determining compensation described in subsection (b). The term "415 Compensation" will not include:

(aa) Contributions made by the Plan Sponsor to the Plan (including Before-Tax Contributions), or distributions from a plan of deferred compensation, regardless of whether such amounts are includable in the gross income of the Employee when distributed. However, any amounts received by an Employee pursuant to an unfunded nonqualified plan will be considered as "415 Compensation" in the year the amounts are includable in the gross income of the Employee; and

(bb) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includable in the gross income of the Employee), or housing allowance excludable under Code §107.

2.39 General Board. General Board of Pension and Health Benefits of The United Methodist Church, Incorporated in Illinois.

2.40 General Conference. The General Conference of The United Methodist Church, the highest legislative body in the denomination.

2.41 Highly Compensated Employee. Any Employee who performed services for a Plan Sponsor during the Determination Year and is in one or more of the following groups:

(a) Employees who received 415 Compensation during the 2020 Look-Back Year from the Plan Sponsor in excess of $130,000 (as adjusted in accordance with Code §415(d));

(b) Employees who were "5-percent owners" (within the meaning of Treasury Regulation section 1.414(q)-1T, Q&A-8) of the Plan Sponsor during the Determination Year or Look-Back Year; and

(c) Employees who, with respect to the Plan Sponsor, separated from Service in a prior Plan Year and who were Highly Compensated Employees within the meaning of subsections (a) or (b) above in either the Plan Year in which he/she terminated Service or any Plan Year ending on or after the Employee's 55th birthday.

For the purposes of this Section, the determination of 415 Compensation will be based only on 415 Compensation that is actually paid and, in the case of Plan Sponsor Contributions made pursuant to a salary-reduction election or agreement, without regard to Code §403(b). The dollar threshold amounts specified in subsection (a) above will be adjusted at such time and in such manner as is provided in Treasury Regulations. In the

case of such an adjustment, the dollar limit that will be applied is the one for the calendar year in which the Determination Year and the Look-Back Year begins.

2.42 Hour of Service. Each Employee will be credited with an Hour of Service for:

(a) *General Rule.* Except as provided in subsection (c) below, each hour for which such Employee is directly or indirectly paid or entitled to payment by a Plan Sponsor, Affiliate or, at the election of the Plan Sponsor on its Adoption Agreement, a prior employer that is acquired by the Plan Sponsor, for the performance of duties. These hours will be credited to the Employee for the computation period (or periods) during which the duties are performed. Hours of Service credited to a payroll period that includes the last day of a monthly eligibility computation period specified in Section 3.1(a) will be credited entirely to such computation period.

(b) *Periods during which No Services Are Performed.* Except as provided in subsection (c) below, each hour for which an Employee is paid, or entitled to payment, by a Plan Sponsor or Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than six Months of Service will be credited under this Section for any single continuous period (whether or not such period occurs in a single computation period).

(c) *Back Pay.* Each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by any Plan Sponsor or Affiliate. These hours will be credited to the Employee for the computation period (or periods) to which the award, agreement, or payment pertains rather than the computation period (or periods) during which the award, agreement, or payment was made.

2.43 IRA. An individual retirement account or annuity qualified under Code §§408 or 408A (other than an endowment contract).

2.44 Leased Employee. Any person who, in accordance with an agreement between the recipient and any other person ("leasing organization") has performed services for the Plan Sponsor (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction or control of the service recipient. Contributions or benefits provided to a Leased Employee by the leasing organization that are attributable to services performed for the recipient Plan Sponsor will be treated as provided by the recipient Plan Sponsor.

A Leased Employee will not be considered an Employee of the Plan Sponsor if the requirements of subsections (a) and (b) below are met:

(a) Such employee is covered by a tax-qualified money purchase pension plan providing:

(i) A non-integrated employer contribution rate of at least 10% of compensation (as defined in Code §415(c)(3), but including amounts contributed by the employer under a salary-reduction agreement that are excludible from the employee's gross income under Code §§125, 132(f), 402(e)(3), 402(h)(1)(B), or 403(b));

(ii) Immediate participation; and

(iii) Full and immediate vesting; and

(b) Leased Employees do not constitute more than 20% of all Non-Highly Compensated Employees (excluding Leased Employees) of all Affiliates (including affiliates within the meaning of Code §144(a)(3).

2.45 Leave of Absence. An Employee's period of absence from work for a Plan Sponsor or Affiliate:

(i) that is authorized by the Plan Sponsor or Affiliate,

(ii) that is covered by the Uniformed Services Employment and Re-employment Rights Act of 1994 (or applicable prior law), or

(iii) to which the Employee is entitled under the Family and Medical Leave Act of 1993 or any comparable applicable state law; provided, however, that the Employee retires or returns to work for a Plan Sponsor or Affiliate within the time specified in his or her Leave of Absence (or, if applicable, within the period during which his or her re-employment rights are protected by law).

2.46 LifeStage Retirement Income. An optional method of payment which is provided by the Administrator directly or through a contractor, under this Plan or via transfer of all or a portion of an Accountholder's Account Balance to the United Methodist Personal Investment Plan ("UMPIP"). Under this form of payment, a series of periodic payments that may vary in amount over time are distributed from all or a portion of an Accountholder's Account Balance, over the Accountholder's life expectancy or the Accountholder's and Spouse's joint life expectancy. This method of payment may also incorporate modifications elected by the Accountholder, affirmatively or as a result of a default feature, with such modifications determined in accordance with procedures established by the Administrator. Such modifications may include the purchase of a deferred annuity from an insurance company, the receipt of Social Security bridge payments, under which increased periodic payments are made during a period of deferral of Social Security retirement payments, and the ability to receive no more than the required minimum distributions under Section 9.4. The purchase of a deferred annuity with amounts from the Accountholder's Account Balance will be made in accordance with regulations under Code §401(a)(9). Additional administrative details of this method of payment will be determined by the Administrator, consistent with the objectives of providing installments over applicable life expectancies, in a manner that prudently balances the objectives of maximizing payments made over the expected

lifetime or joint lifetimes, and minimizing longevity and investment risks. This method of payment may, in the Administrator's discretion, be branded under a different name.

2.47 Limitation Year. The twelve-month period used by the Plan for the purpose of applying the limitations of Code §415, which will be the same as the Plan Year.

2.48 Look-Back Year. The 12-month period immediately preceding the Determination Year.

2.49 Match Period. The Plan Sponsor's payroll period for each Participant on account of which a Plan Sponsor makes a matching contribution in accordance with Section 5.2 (when the Plan Sponsor elects to make matching contributions under the Adoption Agreement).

2.50 Matching Contribution. A type of Non-Safe Harbor Plan Sponsor Contribution to a Participant's Account that is made in a predetermined decimal percentage (of at least 1.00%) elected by the Plan Sponsor in the Adoption Agreement. The Plan Sponsor's contribution is determined by the amount of a Participant's Before-Tax Contributions and/or Roth Contributions. The Plan Sponsor contribution is made in any decimal percentage (of at least 1.00%) of the Participant's Contribution up to a decimal percentage (of at least 1.00%) of the Participant's Compensation, as elected in the Adoption Agreement.

2.51 Month of Service. Any calendar month (which may, under Section 3.1(a)(i), begin and end on a date other than the first or last day of a month) during which an Employee performs at least one Hour of Service.

2.52 Non-Highly Compensated Employee. Any Employee who for any Plan Year is not a Highly Compensated Employee.

2.53 Non-Matching Contribution. A type of Non-Safe Harbor Plan Sponsor Contribution to a Participant's Account that is made in the amount of a predetermined decimal percentage (of at least 1.00%) of the Participant's Compensation, whether or not a Participant makes a Participant Contribution under Section 5.1 to the Plan. The Plan Sponsor elects in its Adoption Agreement the predetermined decimal percentage (of at least 1.00%) of Participant Compensation that will constitute its Plan Sponsor Contribution to each Participant's Account for each Contribution Period.

2.54 One-Year Break in Service. A 12-consecutive-month Break in Service. The One-Year Break in Service starts on the first of the month following the month in which Service was last credited and ends at the end of the 12th calendar month thereafter.

2.55 Participant. A person who qualifies or once qualified under Sections 4.1 and 4.2 and currently has an Account Balance under the Plan, or who makes a rollover contribution to the Plan pursuant to Section 5.4(a) or (b).

2.56 Permanently Disabled. Disabled within the meaning of Code §72(m)(7), namely, unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to

be of long-continued and indefinite duration and that can be demonstrated in such form and manner as regulations under Code §72(m)(7) may require.

2.57 Plan. The Horizon 401(k) Plan, as reflected in this instrument, as amended, as applied to all Plan Sponsors or any particular Plan Sponsor, as the context requires, including any applicable Adoption Agreements, amendments, or supplements hereto.

2.58 Plan Sponsor. Any qualifying entity that adopts the Plan with the consent of the General Board for the benefit of its Employees pursuant to an Adoption Agreement. A singular reference to a Plan Sponsor will be understood to be a reference to any Plan Sponsor individually, except where the context is inconsistent with such interpretation. Qualifying entities include the following units controlled by or associated with The United Methodist Church or an autonomous affiliated church in the United States:

(a) a local church;

(b) an annual, provisional, or missionary conference;

(c) a conference board, agency, or commission,

(d) any other organization eligible to participate in a Church Plan that is controlled by or associated with one of the entities listed in subsections (a) through (c) above.

2.59 Plan Year. The calendar year.

2.60 Pre-Break Service. Service rendered by an Employee before a Break in Service.

2.61 Qualified Domestic Relations Order. A qualified domestic relations order approved by the Administrator in accordance with Section 10.12.

2.62 Qualified Matching Contributions. Contributions made by the Plan Sponsor to the Plan in accordance with Section 5.2(a) for the benefit of Participants who make Before-Tax Contributions and/or Roth Contributions.

2.63 Qualified Non-Elective Contributions. Contributions made by the Plan Sponsor to the Plan in accordance with Section 5.2(b) for the benefit of Participants.

2.64 Re-Employment Commencement Date. The day on which an Employee first performs an Hour of Service for a Plan Sponsor or Affiliate after a Termination of Employment.

2.65 Relinquish. The permanent renunciation of a benefit by a Participant so that it does not pass to a Beneficiary. Relinquished benefits are forfeited under Section 8.6.

2.66 Required Beginning Date. The latest date by which distributions under the Plan must commence to a Participant, Beneficiary or Alternate Payee, as required by Code §401(a)(9) and Treasury Regulation §1.401(a)(9). The definition of Required Beginning Date from Code §401(a)(9)(C) is incorporated by reference.

2.67 Roth Contributions. Contributions made by the Plan Sponsor to the Plan in accordance with Section 5.1 pursuant to an election by a Participant to defer a portion of his or her Compensation into the Plan under Code §402A after receipt of the Compensation for taxability purposes, which contribution may earn tax-free earnings, gains, or interest if the applicable provisions of Code §402A are satisfied.

2.68 Roth Qualified Distribution. A non-taxable distribution from a Roth Contributions Account. Distributions from a Roth Contributions Account will be taxable to the Participant in accordance with Code §402A and Treasury Regulations issued thereunder. To be a Roth Qualified Distribution, a distribution from a Roth Contributions Account generally must be distributed on or after the later of:

(a) a day that is at least five years following the earlier of:

(i) the first of the year in which the first Roth Contribution or Roth Conversion was made to a Participant's Roth Contributions Account; or

(ii) when a Roth Contribution has been rolled into the Plan, the first of the year in which the first Roth contribution was made to the predecessor Roth account from which such Roth Contribution was rolled into this Plan; or

(b) the earliest date specified in Code §408A(d)(2)(A).

2.69 Safe Harbor Plan. A plan feature elected by a Plan Sponsor on its Adoption Agreement, under which the Plan Sponsor chooses to make either Qualified Matching Contributions or Qualified Non-Elective Contributions under Section 5.2(a) or (b), both of which are fully Vested at all times. A Safe Harbor Plan satisfies the requirements of Code §§401(k)(12) and 401(m)(11), and is not subject to ADP or ACP testing or the non-discrimination requirements of Code §401(a)(4), described in Section 6.3.

2.70 Section. Any article, section, subsection, paragraph, subparagraph, clause, or other portion of this Plan.

2.71 Service. Employment (in the common law sense of the term) with a Plan Sponsor or Affiliate credited under Section 3 for eligibility under the Plan. At the election of the Plan Sponsor on its Adoption Agreement, Service may also include periods of prior employment with an entity that is acquired by a Plan Sponsor.

2.72 Spouse. The husband or wife or surviving husband or wife of a Participant or an Accountholder who is legally married to such Participant or Accountholder, or was so legally married on the date of the Participant's or Accountholder's death, under the laws of the jurisdiction where the Participant or Accountholder resides or resided. Notwithstanding the foregoing, the term "Spouse" will not include common law spouses, even in states that recognize common law marriage.

2.73 Termination of Employment.

(a) *General Rule.* An Employee will be deemed to have incurred a Termination of Employment with a Plan Sponsor and its Affiliates as a result of his or her:

(i) retirement, resignation, or dismissal for any reason;

(ii) death;

(iii) failure to return to work promptly upon the request of the Plan Sponsor at the end of a layoff;

(iv) failure to return to work within the period required under the Uniformed Services Employment and Re-employment Rights Act of 1994 or other law pertaining to veterans' reemployment rights after having started an authorized Leave of Absence for military duty with the armed forces of the United States as defined under such law; or

(v) failure to retire or return to work at the end of a Leave of Absence;

provided that such retirement, resignation, dismissal, death, failure to return, or failure to retire involves a severance from employment with all Plan Sponsors and Affiliates.

(b) *Failure to Return after Leave.* If a Termination of Employment occurs within the meaning of subsections (a)(iii)-(v) above, such termination will be deemed to have occurred on the first day of the layoff or Leave of Absence for which the Employee was not credited with an Hour of Service.

(c) *Transfers.* A transfer between Plan Sponsors or Affiliates that does not qualify under subsection (d) below will not be considered to be a Termination of Employment for the purpose of determining a Participant's Months of Service as long as the transfer is completed before the occurrence of a One-Year Break in Service.

(d) *Severance from Employment.* An Employee's transfer between a Plan Sponsor or Affiliate and a successor to or acquirer of such Plan Sponsor or Affiliate, or the business assets of such Plan Sponsor or Affiliate, will be a Termination of Employment without regard for the "same desk rule" as long as there has been a severance from employment from all Plan Sponsors and Affiliates.

2.74 Treasury Regulations. Regulations, including proposed and temporary regulations, issued by the Department of the Treasury or Internal Revenue Service that are codified at Title 26 of the Code of Federal Regulations. Where a reference is made to temporary or proposed regulations, such reference will include any permanent regulations, modified proposed regulations, or temporary regulations issued in lieu thereof.

2.75 Trust. The trust or trusts, including the Horizon 401(k) Plan Trust, established to fund benefits provided under the Plan, as provided in Section 1.3. The term "Trust" will also include, as applicable, any insurance contract purchased to fund benefits under the Plan.

2.76 **Trust Agreement.** The agreement or agreements between the Administrator and the Trustee pursuant to which the Trust is established.

2.77 **Trustee.** The UMC Benefit Board, Inc., an Illinois not-for-profit corporation, or any successor.

2.78 **USERRA.** The Uniformed Services Employment and Re-employment Rights Act of 1994, including pension benefits provided in accordance with Code §414(u). References to "USERRA" include the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act") and service persons covered thereby, including recognition of contributions and benefits due under USERRA to Participants who are treated as though they returned to work on the day before military-related death or disability, as provided under the HEART Act.

2.79 **Vested.** The nonforfeitable portion of any Account, except as provided in Section 8.

SECTION 3 - COMPUTATION OF SERVICE

3.1 Method of Computation.

(a) *Eligibility Service.* An Employee's Service will be determined using the hours of service method (as described in Section 3.2), with one calendar month eligibility computation periods beginning on:

(i) the Employee's Employment Commencement Date or Re-Employment Commencement Date, and

(ii) the first of each month thereafter (until the Employee incurs a One-Year Break in Service).

(b) *Vesting Service.* Vesting Service is determined under Section 8.

3.2 Computation of Service Under the Hours of Service Method.

(a) *General Rule.* Under the hours of service method, an Employee will receive credit for one Month of Service for each monthly eligibility computation period specified in Section 3.1(a) during which he or she is credited with at least one Hour of Service with any Plan Sponsor, Affiliate or, at the election of the Plan Sponsor on its Adoption Agreement, a prior employer that is acquired by the Plan Sponsor, regardless of whether he or she is continuously employed throughout such monthly eligibility computation period.

(b) *Re-Employment.* If an Employee who has Pre-Break Service but who did not satisfy the requirements under Section 4.1 incurs a One-Year Break in Service, the Employee will be considered a new Employee for eligibility purposes and will lose all Pre-Break Service credit related to any Service requirement imposed by the current Plan Sponsor. If such an Employee does not incur a One-Year Break in Service, the Employee's Service after re-employment will include his or her Pre-Break Service completed before his or her Termination of Employment (but not Service completed before any previous One-Year Break in Service).

(c) *Maternity and Paternity Absences*. Solely for the purpose of determining whether a One-Year Break in Service has occurred, an individual who is absent from work for maternity or paternity reasons will receive credit for the Months of Service (not to exceed six Months of Service) that would otherwise have been credited to such individual but for such absence. For the purpose of this Section, an absence from work for maternity or paternity reasons means an absence:

(i) by reason of the pregnancy of the individual,

(ii) by reason of a birth of a child of the individual,

(iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or

(iv) for the purpose of caring for such child for a period beginning immediately following such birth or placement.

The Months of Service credited under this subsection (c) will be credited:

(A) as Pre-Break Service if the crediting is necessary to prevent a One-Year Break in Service, or

(B) in all other cases, as Service following the Break in Service.

SECTION 4 - PARTICIPATION

4.1 Eligibility for Participation. Each Employee will become a Participant on the Entry Date determined under Section 4.2, provided that he or she then satisfies all of the following requirements:

(a) He or she is at least 18-21 years of age (as specified for each Plan Sponsor in the Adoption Agreement executed by the Participant's Plan Sponsor);

(b) He or she has completed 0-12 Months of Service (as specified for each Plan Sponsor in the Adoption Agreement executed by the Participant's Plan Sponsor) without a One-Year Break in Service; and

(c) He or she is an Employee on the Entry Date.

Notwithstanding the foregoing provisions of this Section, at the Effective Date of its initial adoption of the Plan, a Plan Sponsor may waive all of the foregoing qualification requirements for its then current Employees by so indicating on its Adoption Agreement. The Administrator may require each Employee who is to become a Participant (whether or not Contributions have been made to such Participant's Account) or such Employee's Plan Sponsor to file an application for enrollment in the Plan in such form as may be required by the Administrator or to otherwise provide necessary enrollment information in a manner acceptable to the Administrator. Employees will also be eligible to participate in the Plan in accordance with USERRA.

4.2 Determination of Entry Date. Each Employee's Entry Date will be the date specified by the Employee's Plan Sponsor in the Adoption Agreement, but not later than the earlier of:

(a) the first day of the Plan Year following the Plan Year in which he or she satisfies the requirements of Section 4.1, or

(b) the first day of the seventh month following the date on which he or she satisfies the requirements of Section 4.1.

Notwithstanding the foregoing provisions of this Section, at the Effective Date of its initial adoption of the Plan, a Plan Sponsor may provide that the Effective Date will be the Entry Date for its then current Employees by so indicating on its Adoption Agreement.

4.3 Determination of Eligibility. Upon receipt of enrollment information from the Plan Sponsor as provided in Section 4.1, the Administrator will accept such information as evidence of eligibility for participation in the Plan. However, the Administrator may from time to time audit such information or obtain additional information, which might result in a determination of ineligibility for a Participant. The Administrator has the final authority to determine the eligibility of any Employee. Such determination will be made pursuant to the provisions of the Plan and the Adoption Agreement and will be conclusive and binding upon all persons.

4.4 Cessation and Resumption of Participation.

(a) *General Rule.* A Participant who receives a distribution of his entire Account Balance and who no longer qualifies under Section 4.1 will cease to be a Participant and will be reclassified as a Former Participant.

(b) *Reinstatement.* A Former Participant or a Participant who has incurred a Termination of Employment who, in either case, again becomes an Employee will immediately again become a Participant entitled to Contributions, without regard to whether he or she has incurred a One-Year Break in Service and without again having to qualify under Sections 4.1 or 4.2.

(c) *Other Plans.* A Plan Sponsor may provide that Employees who are participants in other plans maintained by businesses acquired by the Plan Sponsor will become Participants immediately upon becoming Employees. Any plans to which such treatment is extended will be listed in a supplement to this Plan in accordance with Section 12.16. The assets in such other plans will remain in those plans unless the Plan Sponsor separately provides, with the consent of the General Board, that such assets will be merged into this Plan.

4.5 Omission of Eligible Employee. If, in any Plan Year, an Employee who should have been included as a Participant in the Plan is erroneously omitted from participation and if the discovery of such omission is not made until after one or more contributions by his or her Plan Sponsor has been made for such Plan Year, the Plan Sponsor will correct that omission by making one or more replacement contributions to such Participant's Account to substitute for the Contributions that would have been made with respect to the omitted Participant had he or she not been omitted, or if greater, an adjusted contribution to reflect the intervening investment experience, all subject to the limits of Section 6. If the Plan Sponsor makes Plan Sponsor Contributions in accordance with its elections under the Adoption Agreement, then the replacement contributions will be the same type of Contributions and, when applicable, in an amount at least equal to the Before-Tax Contributions and/or Roth Contributions necessary to maximize such Contributions and the resulting Contributions that would have been made during the period of omission had the omitted Participant actually participated in the Plan. In addition, the Plan Sponsor will contribute to the relevant Account of the omitted Participant imputed earnings on the replacement Contributions as determined under the IRS's Self Correction Program (being a part of the Employee Plans Compliance Resolution System), credited from the 16th day of the month after the month in which any such Contributions were due to the Plan until the Accounting Date such Contributions were actually credited to the omitted Participant's Account. Moreover, the Plan Sponsor is subject to one or more administrative charge(s) under Section 10.7(c). In accordance with Revenue Procedure 2021-30 or its successors, replacement contributions made on account of any past Limitation Year will be deemed made in that past Limitation Year for the purpose of Code §415. Replacement contributions made on account of imputed earnings will not be treated as annual additions in any Limitation Year under Code §415.

4.6 Inclusion of Ineligible Employee. If, in any Plan Year, any person who should not have been included as a Participant in the Plan is erroneously included and the discovery of such incorrect inclusion is not made until after one or more Contributions for the Plan Year have been made with respect to such person, any such Plan Sponsor Contributions will constitute a mistake of fact for the Plan Year in which the Contribution is made and will be returned to the Plan Sponsor (adjusted for any gains or losses) if it qualifies under Section 12.3(c). Any erroneous Contributions that are Before-Tax Contributions, Roth Contributions, or Catch-Up Contributions will be returned (adjusted for any gains or losses) promptly by the Administrator to the Plan Sponsor, and from there to the person from whose compensation they were withheld. If the erroneous Contributions are Plan Sponsor Contributions that do not qualify under Section 12.3(c), they will be forfeited to a forfeiture Account in the name of the Plan Sponsor to be used to offset future Contributions from the Plan Sponsor to the extent permitted by the Plan and applicable regulations or otherwise used by the Administrator to defray administrative expenses of the Plan.

4.7 Election Not to Participate. An Employee may elect voluntarily not to participate in the Plan by written notice to the Plan Sponsor in any form acceptable to the Administrator. Such election will be applicable to Before-Tax Contributions, Roth Contributions, Catch-Up Contributions, and all Plan Sponsor Contributions, none of which will be made while such an election is in force. Such an election may be revoked at any time that such Employee is eligible to be a Participant, but past Contributions related to periods during which the election was in force will not be made up. If such Employee already has an Account Balance in the Plan, such election not to participate will not affect the Account Balance or Contributions already made to the Plan or the Participant's right to direct the investment of such Account Balance.

SECTION 5 - AMOUNT AND ALLOCATION OF CONTRIBUTIONS

5.1 Before-Tax Contributions and Roth Contributions.

(a) *Amount of Contributions.* Subject to the limitations in Section 6 and Section 9.9(b)(ii)(B), each Participant who qualifies under Sections 4.1 and 4.2 may elect, in a form filed with the Plan Sponsor and acceptable to the Administrator, to have a portion of his or her Compensation contributed to the Plan as Before-Tax Contributions and/or as Roth Contributions. Before-Tax Contributions and/or Roth Contributions will be stated as a dollar amount or a whole percentage of the Participant's Compensation, which may not be less than one percent nor more than 100%, and the dollar amount or percentage elected will be withheld from each payment of Compensation to the Participant.

(b) *Withholding, Deposit, and Allocation of Contributions.* All Before-Tax Contributions and/or Roth Contributions will be computed by the Plan Sponsor and withheld from Compensation payable to the Participant, and will be forwarded by the Plan Sponsor to the Administrator as soon as possible, but in no event later than the 15th day of the month after the month in which such Compensation would have been paid to the Participant. The Administrator will deposit contributions in the Trust as soon as possible after receiving them. No amount will be withheld from Compensation that is available to be paid to the Participant before the date on which the election is made. All Before-Tax Contributions and Roth Contributions will be allocated to the Participant's Before-Tax Contributions Account and Roth Contributions Account, respectively, as of the Accounting Date coinciding with or next succeeding the date they are deposited in the Trust.

(c) *Timing and Revision of Elections.* A Participant who qualifies under subsection (a) is permitted to make, revoke, or revise a Before-Tax Contribution and/or Roth Contribution election as of any date coinciding with or succeeding his or her Entry Date. Each such election, revocation, or revision will take effect as soon as administratively feasible and will be subject to any rules or procedures established from time to time by the Administrator, in its sole discretion, including, without limitation, rules and procedures concerning:

(i) the method by which such elections, revocations, and revisions are made;

(ii) the frequency with which they may be made;

(iii) the effective date of such an election, revocation, or revision;

(iv) minimum amounts or percentages for such elections, revocations, or revisions; and

(v) the availability of a specific investment fund or funds for any such election or revision. The Administrator may develop forms that may or

must be used in connection with making, revoking, or revising any election.

(d) *Termination and Resumption of Contributions*. If a Participant ceases to qualify under Sections 4.1 and 4.2, his or her election to have Before-Tax Contributions and/or Roth Contributions made on his or her behalf will be automatically terminated (subject to any necessary delay for administrative processing). Such Participant may resume Before-Tax Contributions and/or Roth Contributions by making a new election as of any later election date if he or she then qualifies under Sections 4.1 and 4.2. A Participant will also be eligible to make Before-Tax Contributions and/or Roth Contributions in accordance with USERRA.

(e) *Roth Contributions.* Roth Contributions, if any, will be made in accordance with the following:

(i) *Effective Date*. Roth Contributions will not be available under the Plan until such date, if any, as the Administrator chooses to implement them by means of a written rule announced to Plan Sponsors.

(ii) *Irrevocable Election.* A Participant must elect to designate certain Contributions irrevocably as Roth Contributions. They may not be recharacterized later as Before-Tax Contributions. A Participant may, however, prospectively change his or her election to start, stop, or change the proportion of his or her Contributions that are designated as Roth Contributions.

(iii) *Elective Deferral*. Roth Contributions will be considered elective deferrals within the meaning of Code §402(g)(3)(C).

(iv) *Roth Contributions Account*. Roth Contributions will be made to a Roth Contributions Account, which will be maintained separately from other Accounts. The Administrator will maintain a record of the Participant's investment in the contract, i.e., the original contributions or conversions, unadjusted for gains or losses, that have not yet been distributed.

(v) *First Roth Contribution*. To determine when a Roth Qualified Distribution occurs, the Administrator will establish and maintain a record of the earlier of:

(A) the year in which the first Roth Contribution or Roth Conversion under Section 5.9 was made to a Participant's Roth Contributions Account; or

(B) when a Roth Contribution has been rolled into the Plan, the year in which the first Roth contribution was made to the predecessor Roth account from which such Roth Contribution was rolled into this Plan.

(f) *Automatic Enrollment.* Notwithstanding the foregoing provisions of this Section, a Plan Sponsor may elect on its Adoption Agreement to adopt Automatic Enrollment. Under such an election, each Participant who qualifies under Sections 4.1 and 4.2 and who belongs to a category of Participants specified on the Plan Sponsor's Adoption Agreement as being subject to Automatic Enrollment will be deemed to have made an election under this Section to make Before-Tax Contributions to the Plan, according to the Automatic Enrollment terms elected by the Plan Sponsor on its adoption agreement. Such deemed election will be administered as if it were an affirmative election by the Participant, unless or until such Participant makes a different election on a form filed with the Plan Sponsor or unless the Participant is a member of a category of Participants that is ineligible for Automatic Enrollment, as defined by the Administrator from time to time.

5.2 Safe Harbor Plan Sponsor Contributions. A Plan Sponsor that elects the Safe Harbor Plan option on its Adoption Agreement must elect to provide to eligible Participants either Qualified Matching Contributions under subsection (a) or Qualified Non-Elective Contributions under subsection (b).

(a) *Qualified Matching Contributions.* In the case of any Plan Sponsor that elects in its Adoption Agreement to make Qualified Matching Contributions, such Plan Sponsor will comply with either paragraph (i) or (ii), depending on its election in its Adoption Agreement.

(i) *Standard Formula*. Each Plan Sponsor electing the Standard Formula will compute and make Qualified Matching Contributions for each Match Period on behalf of each of its Participants on whose behalf Before-Tax Contributions and/or Roth Contributions were made during such period, in an amount equal to 100% of the portion of the Before-Tax Contributions and/or Roth Contributions made on behalf of such Participant that does not exceed three percent of the Participant's Compensation for such Match Period, plus 50% of the portion of the Before-Tax Contributions and/or Roth Contributions made by such Participant that exceeds such percentage but does not exceed five percent of the Participant's Compensation for such Match Period.

(ii) *Alternate Formula*. Each Plan Sponsor electing the Alternate Formula will compute and make a Qualified Matching Contribution for each Match Period based on an alternate matching formula specified in the Adoption Agreement in accordance with which:

(A) the aggregate amount of Qualified Matching Contributions at least equals that of the Standard Formula above,

(B) the rate of Qualified Matching Contributions does not increase as the Participant's contributions increase, e.g., the Plan Sponsor

cannot match at a 50% rate on the first x% of Compensation and 100% on the next y% of Compensation, and

(C) Qualified Matching Contributions are not awarded in excess of the first six percent of Compensation.

(iii) *No True-Up.* All Qualified Matching Contributions will be made per Match Period. Except as otherwise specifically provided in the Plan (such as in Section 12.9), Before-Tax Contributions and/or Roth Contributions made by a Participant in a later Match Period will not earn a retroactive Qualified Matching Contribution related to an earlier Match Period, even if a Participant makes excess Before-Tax Contributions and/or Roth Contributions in the later Match Period.

(b) *Qualified Non-Elective Contributions.* In the case of any Plan Sponsor that elects in its Adoption Agreement to make Qualified Non-Elective Contributions, such Plan Sponsor will comply with paragraph (i), (ii), or (iii), depending on its election in its Adoption Agreement.

(i) *Standard Formula*. Each Plan Sponsor electing the Standard Formula will compute and make Qualified Non-Elective Contributions on behalf of each of its Participants who qualify under Sections 4.1 and 4.2 in the amount of three percent of such Participant's Compensation for each payroll period, regardless of whether or not such Participants make Before-Tax Contributions and/or Roth Contributions.

(ii) *Alternate Formula*. Each Plan Sponsor electing the Alternate Formula will compute and make Qualified Non-Elective Contributions on behalf of each of its Participants who qualify under Sections 4.1 and 4.2 in an amount specified in the Adoption Agreement in excess of three percent of such Participant's Compensation for each payroll period, regardless of whether or not such Participants make Before-Tax Contributions and/or Roth Contributions.

(iii) *Matching Alternate Formula*. Each Plan Sponsor electing the Matching Alternate Formula will compute and make Contributions on behalf of each of its Participants who qualify under Sections 4.1 and 4.2 equal to the sum of:

(A) a Qualified Matching Contribution for each Match Period based on an alternate matching formula specified in the Adoption Agreement in accordance with which:

(I) the aggregate amount of Qualified Matching Contributions at least equals that of the Standard Formula in subsection (a)(i),

(II) the rate of Qualified Matching Contributions does not increase as the Participant's contributions increase, e.g., the Plan Sponsor cannot match at a 50% rate on the first x% of Compensation and 100% on the next y% of Compensation, and

(III) Qualified Matching Contributions are not awarded in excess of the first six percent of Compensation; plus

(B) a Qualified Non-Elective Contribution for each payroll period on behalf of each of its Participants in the amount of x% (1% to 100%) of such Participant's Compensation, regardless of whether or not such Participants make Before-Tax Contributions and/or Roth Contributions.

(c) *Allocation and Deposit of Contributions.* All Qualified Matching Contributions and Qualified Non-Elective Contributions under this Section will be forwarded to the Administrator by the Plan Sponsor as soon as possible, but in no event later than the 15th day of the month after the month in which the close of the payroll period to which they relate occurred. The Administrator will deposit Contributions in the Trust as soon as possible after receiving them, provided that the Qualified Matching and Qualified Non-Elective Contributions made by each Plan Sponsor will be deposited not later than the 15th day of the month after the month in which the Administrator received them from the Plan Sponsor. Each Participant's share of the Qualified Matching Contributions and Qualified Non-Elective Contributions will be allocated to the Participant's Qualified Matching Contributions and Qualified Non-Elective Contributions Accounts as of the Accounting Date coinciding with or next succeeding the date they are deposited in the Trust.

(d) *USERRA.* A Participant will also be eligible to receive Qualified Matching Contributions or Qualified Non-Elective Contributions, whichever is applicable, in accordance with USERRA.

5.3 Non-Safe Harbor Plan Sponsor Contributions. A Plan Sponsor that does not elect the Safe Harbor Plan option on its Adoption Agreement will, for each Contribution Period, contribute to the Administrator or Trustee to the appropriate Account under Section 7.1 on behalf of each of its Participants who qualify under Sections 4.1 and 4.2 (and continue to qualify at the time of each Contribution Period) one, more than one, or none of the following kinds of Non-Safe Harbor Plan Sponsor Contributions, as elected by the Plan Sponsor in its Adoption Agreement:

(a) *Non-Matching Contributions*. Non-Matching Contributions in a decimal percentage (of at least 1.00%) of such Participant's Compensation for each Contribution Period, as elected by the Plan Sponsor in its Adoption Agreement, but subject to any rules made by the Administrator as to amount of Contribution or manner or timing of election;

(b) *Matching Contributions*. Matching Contributions for each Contribution Period in an amount equal to X% of the portion of such Participant's Contributions under Section 5.1 that do not exceed Y% percent of such Participant's Compensation for each Contribution Period, where:

(i) X% = a decimal percentage (of at least 1.00%) elected by the Plan Sponsor on its Adoption Agreement; and

(ii) Y% = a decimal percentage between 1.00% and the lesser of:

(A) 99.99%; or

(B) the amount necessary to comply with Section 6;

as elected by the Plan Sponsor in its Adoption Agreement; or

(c) *Conditional Contributions*. Conditional Contributions in a decimal percentage (of at least 1.00%) of such Participant's Compensation, as elected in the Plan Sponsor's Adoption Agreement, for each Contribution Period during which:

(i) such Participant has a current election in force to make Participant Contributions under Section 5.1 that meets the minimum Participant Contribution percentage that such Plan Sponsor has elected in its Adoption Agreement; and

(ii) the Plan Sponsor has made or is simultaneously making such minimum Participant Contribution.

The minimum Participant Contribution percentage will be elected in the Plan Sponsor's Adoption Agreement, but will be subject to any rules made by the Administrator as to amount of Contribution or manner or timing of election.

(d) *Discretionary Contributions*. Discretionary Contributions according to a formula, or in an amount, specified by the Plan Sponsor in a Form acceptable to, and subject to rules established by, the Administrator (which may include Discretionary Contributions in a decimal percentage of such Participant's Compensation and/or in a flat amount per Participant) with respect to a Plan Year Contribution Period that the Plan Sponsor:

(i) declares in writing to the Administrator and its Participants not later than May 1 following such Plan Year (or such other date that is specified by the Administrator); and

(ii) remits to the Administrator by June 15 following such Plan Year (or such other date that is specified by the Administrator and permissible under applicable law and Treasury Regulations);

subject to the following and any rules established by the Administrator:

(A) if a person was a Participant in the Plan with respect to such Plan Sponsor at some point during such Plan Year but was not a Participant in the Plan with respect to such Plan Sponsor at the end of such Plan Year, then:

(I) such person will receive a pro-rated portion of any such Discretionary Contribution, based on his or her Compensation received for such Plan Year while he or she was a Participant in the Plan with respect to such Plan Sponsor;

(II) the Administrator will reestablish any necessary Accounts in the Plan for such person to the extent necessary (and such person will again become a Participant in the Plan with respect to such Plan Sponsor if such participation had ended); and

(III) if the Participant (or his or her Beneficiary) previously received a distribution of his or her entire Account Balance under the Plan, the Administrator (presuming such Participant still qualifies for a distribution) will distribute the newly established Account Balance to such Participant as soon as is practicable in the same form as the immediately previous distribution (unless such Participant refuses the further distribution at that time); and

(B) Discretionary Contributions will not be made to any person or Participant in excess of the limits in Section 6 and will not be deemed earned to the extent that they exceed the limits in Section 6 for any Limitation Year.

Although Discretionary Contributions will be determined annually as described above, a Plan Sponsor may elect Discretionary Contributions on its Adoption Agreement on either an annual basis or an open-ended, evergreen basis (subject to discontinuance as elected by the Plan Sponsor and/or in accordance with rules made by the Administrator). If a Plan Sponsor has elected Discretionary Contributions on its Adoption Agreement but has not satisfied either subsection (d)(i) or (ii) above for any Plan Year Contribution Period and has not previously elected Discretionary Contributions on an open-ended, evergreen basis, then it will be presumed that the Plan Sponsor has elected a 0% Discretionary Contribution for that Plan Year Contribution Period.

5.4 Rollover Contributions. Any:

(a) Employee or a Participant who is receiving income from a Plan Sponsor;

(b) former employee of a Plan Sponsor, whether such employee previously had an Account Balance or not; or

(c) the surviving Spouse or Alternate Payee of any Participant,

who, in either case, fills out a rollover application form may, in accordance with procedures established by the Administrator and subject to any limitations imposed under the Code, makes a contribution to the Plan that constitutes a rollover of benefits distributed from another plan described below (a Rollover Contribution), provided that the distribution is paid over to the Plan as a direct rollover or within 60 days following receipt of the distribution by such Participant or Employee, or by such later date as may be permitted under the Code and does not include any after-tax amount (other than rollovers from a qualified Roth contribution program under §402A(b)). A Rollover Contribution is a contribution to the Plan of part or all of a distribution received by such Participant or Employee from a Code §403(b)(1) annuity contract, a Code §403(b)(7) custodial account, a Code §403(b)(9) retirement income account, an individual retirement account or annuity described in Code §§408(a) or (b), an eligible plan under Code §401(a), or an eligible plan under Code §457. Each Rollover Contribution will be allocated to a Rollover Account maintained for the Participant or Employee. Rollover Contributions that are from a qualified Roth contribution program under Code §402A(b) must be either added to such eligible Accountholder's Roth Contributions Account, or separately accounted for as Roth Contributions in such eligible Accountholder's Rollover Account. Rollover Contributions from eligible individuals who are not a current Employee of a Plan Sponsor will be accepted only if such individual's total Account Balance will be at least $5,000 upon completion of the rollover.

5.5 Catch-Up Contributions.

(a) *Eligibility.* A Participant who qualifies under Sections 4.1 and 4.2 may make Catch-Up Contributions to the extent provided in this Section (and subject to the other provisions of the Plan) if:

(i) he or she is eligible to make Before-Tax Contributions or Roth Contributions under Section 5.1 at some time during a Plan Year for which he or she elects (or is deemed to have elected) to make Catch-Up Contributions, and, by the end of that Plan Year, he or she has made all of the Before-Tax Contributions or Roth Contributions he or she can make for that Plan Year under Section 6.2(a), as limited by other provisions of the Plan, and

(ii) by the last day of that Plan Year, he or she is scheduled to have attained at least age 50 (without regard for whether he or she survives or remains in employment until his or her 50th birthday or the end of the Plan Year).

Notwithstanding subsection (a)(i), if a Participant is limited by Section 9.9(b)(ii)(B) (dealing with suspension from the Plan following a hardship withdrawal), then he or she will not be eligible under this subsection (a) until the

limitations of Section 9.9(b)(ii)(B) have expired, and he or she otherwise meets the requirements of subsection (a)(i) and (a)(ii).

(b) *Amount of Contributions.* Subject to the limitations of Section 9.9(b)(ii)(B), each Participant who qualifies under subsection (a) may elect to have a portion of his or her Compensation contributed to the Plan as Catch-Up Contributions. Such election may be on a Before-Tax Contributions and Roth Contributions election form or a Catch-Up Contributions election form. A Participant who qualifies under subsection (a) will be deemed to have made an election to have a portion of his or her Compensation contributed to the Plan as Catch-Up Contributions to the extent his or her Before-Tax Contributions and/or Roth Contributions exceed the limits in Section 6.2(a) (up to the applicable limit specified below). A Participant will retain any Qualified Matching Contributions made on account of his or her Before-Tax Contributions and/or Roth Contributions that have been deemed to be Catch-Up Contributions. Catch-Up Contributions may be stated as any dollar amount or a whole percentage of the Participant's Compensation, provided that Catch-Up Contributions for a Plan Year may not exceed:

(i) $6,500 in Plan Year 2021 or

(ii) such greater amount as may be provided under Code §414(v) for Plan Years after 2021.

The dollar amount or percentage elected by the Participant will be withheld by the Plan Sponsor pro rata from each payment of the Participant's Compensation or in any other increments elected by the Participant up to the limit specified above (and not to exceed available Compensation in any payroll period), whether or not such Participant has yet satisfied subsection (a)(i) (provided that he or she is projected to satisfy it by the end of the Plan Year). If a Participant's Catch-Up Contributions in a given Plan Year exceed the limits of this subsection (b), then the excess Catch-Up Contributions will first be recharacterized as Before-Tax Contributions or Roth Contributions, whichever is applicable (to the extent, if any, that the limits of Section 5.1(a), Section 6, and other provisions of the Plan permit). If such recharacterization causes Before-Tax Contributions and/or Roth Contributions to exceed the limits of Section 6.2(a) or any other limits applicable to Before-Tax Contributions and Roth Contributions, then any such excess will be refunded to the Participant (or his or her successor) in accordance with the provisions of Sections 6.2(b)-(e) as though such excess Catch-Up Contributions were excess Before-Tax Contributions or Roth Contributions. Qualified Matching Contributions will not be made on account of Contributions that are finally characterized or recharacterized as Catch-Up Contributions.

(c) *Withholding, Deposit, and Allocation of Contributions.* All Catch-Up Contributions will be computed by the Plan Sponsor and withheld from Compensation payable to the Participant, and will be forwarded by the Plan Sponsor to the Administrator as soon as possible, but in no event later than the 15th day of the month after the month in which such Compensation would have

been paid to the Participant. The Administrator will deposit the Catch-Up Contributions in the Trust as soon as possible after receiving them, but in no event later than the 15th day of the month after the month in which the Administrator receives them. No amount may be withheld from Compensation that is available to be paid to the Participant before the date on which the election is made. All Catch-Up Contributions will retain their character as Before-Tax Contributions and/or Roth Contributions and will be accounted for, respectively, in an Accountholder's Before-Tax Contributions Account and/or Roth Contributions Account, with such amounts being allocated as of the Accounting Date coinciding with or next succeeding the date they are deposited in the Trust. Except as otherwise specifically provided, Catch-Up Contributions withheld in any Plan Year may not be made retroactive to or with respect to another Plan Year.

(d) *Timing and Revision of Elections.* A Participant who qualifies under subsection (a) is permitted to make, revoke, or revise a Catch-Up Contribution election as of any date coinciding with or succeeding the date the Participant both satisfies subsection (a) and has attained his Entry Date. Each such election, revocation, or revision will be filed with the Plan Sponsor, will take effect as soon as administratively feasible, and will be subject to any rules and procedures established from time to time by the Administrator, in its sole discretion, including, without limitation, rules and procedures concerning:

(i) the method by which such elections, revocations, and revisions are made; the frequency with which they may be made;

(ii) the effective date of such an election, revocation, or revision;

(iii) minimum amounts or percentages for such elections, revocations, or revisions; and

(iv) the availability of a specific investment fund or funds for any such election or revision.

The Administrator may develop forms that may or must be used in connection with making, revoking, or revising any election.

(e) *Termination and Resumption of Contributions*. If a Participant ceases to qualify under Sections 4.1 and 4.2, his or her election to have Catch-Up Contributions made on his or her behalf will be automatically terminated (subject to any necessary delay for administrative processing). Such Participant may resume Catch-Up Contributions by making a new election as of any later election date, provided he or she then qualifies under subsection (a).

(f) *Applicability of Code Limitations*. Notwithstanding anything in the Plan to the contrary, Catch-Up Contributions will not be taken into account under Code §§401(a)(30), 402(g), or 415 (except the 100% of Compensation limitation of Code §415(c)) (or any provision of this Plan implementing any such provisions).

Further, the Plan will not be treated as failing to satisfy Code §§401(a)(4), 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code (or any provision of this Plan implementing any such provisions) by reason of the making of Catch-Up Contributions.

(g) *USERRA.* A Participant will also be eligible to make Catch-Up Contributions in accordance with USERRA.

5.6 Late Contributions. If a Plan Sponsor delays in making a Contribution to the Plan on behalf of any Participant until after the 15th day specified in Sections 5.1(b), 5.2(c), 5.3(d), or 5.5(c), then the Plan Sponsor will make such delayed Contribution to the Plan as soon as possible thereafter, along with imputed earnings, if any, on such delayed Contribution as determined under the IRS's Self Correction Program (being a part of the Employee Plans Compliance Resolution System), credited from the day after such 15th day until the Accounting Date such Contribution was actually credited to the Participant's Account. For the purpose of Code §415, such replacement contributions (including imputed earnings) will be treated as specified in Section 4.5. Any special services provided by the Administrator in connection with this Section are subject to the additional charges provided for in Section 10.7(c).

5.7 Ineligible Participants. If a Participant is disabled and not receiving Compensation, is on an unpaid Leave of Absence (except as otherwise required under Section 12.9 or applicable law), is suspended from employment without pay, or is otherwise not earning Compensation for a payroll period or Match period or does not qualify under Sections 4.1 and 4.2 for such period, but has not suffered a Termination of Employment, then for any such period the Participant's Accounts will not be credited with any Before-Tax Contributions, Roth Contributions, Qualified Matching Contributions, or Qualified Non-Elective Contributions.

5.8 Suspension of Contributions. A Plan Sponsor may suspend or reduce Qualified Matching Contributions or Qualified Non-Elective Contributions for a period, as permitted in Treasury Regulations, for reasons specified in such Treasury Regulations, such as Plan Sponsors undergoing a substantial business hardship. During any such period such Plan Sponsor must comply with all aspects of such Treasury Regulations, such as compliance with any applicable actual deferral percentage testing during such period.

5.9 Roth Conversions. Roth Conversions, also referred to as in-plan rollovers, are the conversion of balances in an Account other than a Roth Contributions Account to the Roth Contributions Account. Such Roth Conversions are not Contributions, and are not subject to any limits on Contributions set forth in Section 6. Roth Conversions are subject to Code §402A(c)(4). Roth Conversions, if any, will be available in accordance with the following:

(a) *Effective Date*. Roth Conversions will not be available under the Plan until such date, if any, as the Administrator chooses to implement them by means of a written rule announced to Plan Sponsors.

(b) *Eligible Accountholders.* Only Participants, Beneficiaries who are surviving Spouses of the Participant, and Alternate Payees who are a Spouse or former Spouse of the Participant, are eligible to make a Roth Conversion.

(c) *Eligible Accounts.* All amounts that are Vested and held in Accounts that are not the Roth Contributions Account, whether currently distributable or not, are eligible to be converted into the Roth Contributions Account via a Roth Conversion.

(d) *Irrevocable Election.* Elections to make a Roth Conversion, which will be made in a manner determined by the Administrator, are irrevocable.

(e) *Applicable Rules and Policies*. Roth Conversions may be subject to written rules established by the Administrator in its discretion.

SECTION 6 - LIMITS ON CONTRIBUTIONS

6.1 Limit on Annual Additions.

(a) *Limitation.* Notwithstanding any other provisions of the Plan, the amount of annual additions (as hereinafter defined) allocated to a Participant's Account for any Limitation Year will not exceed an amount equal to the lesser of:

(i) $58,000 (in 2021 or as indexed under Code §415(d) in other years); or

(ii) 100% of the Participant's 415 Compensation for the Limitation Year, increased by any amounts treated as annual additions solely by reason of subsection(b);

reduced in either case by the amount of annual additions credited to the Participant's account for the Limitation Year under any other defined contribution plan maintained by a Plan Sponsor or a 415 Affiliate.

(b) *Annual Additions.* For the purpose of this Section, annual additions include:

(i) Any Safe Harbor Plan Sponsor Contributions made under Section 5.2 and any Non-Safe Harbor Plan Sponsor Contributions made under Section 5.3 (and any other employer contributions made under any other defined contribution plan maintained by a Plan Sponsor or a 415 Affiliate);

(ii) Before-Tax Contributions and Roth Contributions (and any other employee salary deferral contributions made under any other defined contribution plan maintained by a Plan Sponsor or a 415 Affiliate);

(iii) any forfeitures, as of the Limitation Year in which the forfeiture was allocated to a Participant's Account; and

(iv) amounts allocated to an individual medical account, as defined in Code §415(l)(2), that is part of a pension or annuity plan maintained by the Plan Sponsor, amounts derived from contributions that are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code §419A(d)(3), under a welfare benefit fund, as defined in Code §419(e), maintained by the Plan Sponsor, and amounts allocated to a simplified employee pension (SEP) that is maintained by the Plan Sponsor are treated as annual additions.

Catch-Up Contributions, Rollover Contributions, Roth Conversions under Section 5.9, and transfers made pursuant to Section 11.5 are not included in annual additions. After-tax contributions made on behalf of a Participant to a 415 Affiliate's plan are included in annual additions. An amount credited to a Participant's Account in order to correct an error made in a previous Limitation Year will be treated for the purpose of subsection (a) as having been credited to such Account in the Limitation Year to which the error relates.

(c) *Correction of Excess Annual Additions.* If the amount otherwise allocable to a Participant's Account in a Limitation Year would exceed the limitation set forth in subsection (a), the amount of such excess will be corrected as soon as is practicable by the application of one or more of subsections (c)(i)-(vii) below in the following order to the extent necessary:

(i) first, in the case of a Participant eligible under Section 5.5(a), by a recharacterization of Before-Tax Contributions (and any earnings thereon) for the Limitation Year as Catch-Up Contributions to the extent permissible under Section 5.5(b);

(ii) second, in the case of a Participant eligible under Section 5.5(a), by a recharacterization of Roth Contributions (and any earnings thereon) for the Limitation Year as Catch-Up Contributions to the extent permissible under Section 5.5(b);

(iii) third, by returning all or a portion of the Participant's Before-Tax Contributions (and any earnings thereon) for the Limitation Year, except that in the case of a Participant whose Plan Sponsor makes Qualified Matching Contributions, Matching Contributions or Conditional Contributions, such return of Before-Tax Contributions will be made only to the extent that such Before-Tax Contributions were not prerequisites to earning Qualified Matching Contributions, Matching Contributions, or Conditional Contributions;

(iv) fourth, by returning all or a portion of the Participant's Roth Contributions (and any earnings thereon) for the Limitation Year, except that in the case of a Participant whose Plan Sponsor makes Qualified Matching Contributions, Matching Contributions or Conditional Contributions, such return of Roth Contributions will be made only to the extent that such Roth Contributions were not prerequisites to earning Qualified Matching Contributions, Matching Contributions, or Conditional Contributions;

(v) fifth, in the case of a Participant whose Plan Sponsor makes Qualified Matching Contributions, Matching Contributions or Conditional Contributions (referred to in this paragraph as "Plan Sponsor Contributions"), by repeating the following cycle: returning one dollar of Before-Tax Contributions (and any earnings thereon) for the Limitation Year to the Participant and transferring any corresponding Plan Sponsor Contributions (and any earnings thereon) to a 415 suspense account in the name of the Plan Sponsor (to be used to reduce the need for future contributions from such Plan Sponsor), until such excess is corrected or all Before-Tax Contributions and Plan Sponsor Contributions (and any earnings on either) have been returned or transferred, all in accordance with the IRS's Employee Plans Compliance Resolution System;

(vi) sixth, in the case of a Participant whose Plan Sponsor makes Qualified Matching Contributions, Matching Contributions or Conditional Contributions (referred to in this paragraph as "Plan Sponsor Contributions"), by repeating the following cycle: returning one dollar of Roth Contributions (and any earnings thereon) for the Limitation Year to the Participant and transferring any corresponding Plan Sponsor Contributions (and any earnings thereon) to a 415 suspense account in the name of the Plan Sponsor (to be used to reduce the need for future contributions from such Plan Sponsor), until such excess is corrected or all Roth Contributions and Plan Sponsor Contributions (and any earnings on either) have been returned or transferred, all in accordance with the IRS's Employee Plans Compliance Resolution System; and

(vii) finally, by transferring any remaining Qualified Non-Elective Contributions, Non-Matching Contributions and/or Discretionary Contributions (and any earnings thereon) for the Limitation Year to a 415 suspense account in the name of the Plan Sponsor, to be used to reduce the need for future contributions from such Plan Sponsor, all in accordance with the IRS's Employee Plans Compliance Resolution System.

(d) *Aggregation of Plans.* For the purpose of this Section, all defined contribution plans of, and all Compensation from, any Plan Sponsor or 415 Affiliate, whether or not terminated, are to be aggregated and/or treated as one defined contribution plan.

(e) *Contribution Timing*. Safe Harbor Plan Sponsor Contributions under Section 5.2 and Non-Safe Harbor Plan Sponsor Contributions under Section 5.3 will be deemed made for a Limitation Year if all conditions necessary for a Participant to earn the contribution are satisfied in such Limitation Year and if the Plan Sponsor actually makes the contribution not later than October 15 of the year following such Limitation Year.

(f) *Error in Previous Limitation Year*. To the extent permitted by applicable law, an amount credited to a Participant's Account in order to correct an error made in a previous Limitation Year will be treated for the purpose of subsection (a) above as having been credited to such Account in the Limitation Year to which the error relates, rather than the Limitation Year in which such correction contribution was actually contributed, but any reasonable amount of imputed earnings included in any such correction contribution will not be treated as an annual addition for either such year.

6.2 Limit on Salary Reduction Contributions.

(a) *Limitation.* The total amount of Before-Tax Contributions and Roth Contributions made on behalf of any Participant under this Plan, plus the total amount of elective deferrals within the meaning of Code §402(g)(3) made on

behalf of the Participant under any other retirement plan in any calendar year will not exceed:

(i) $19,500 in Plan Year 2021 or

(ii) such greater amount as may be provided under Code §402(g) for Plan Years after 2021.

(b) *Notification and Distribution of Excess*. If the Participant notifies the Administrator not later than April 15 of the following calendar year (or such earlier date as the Administrator may establish) that the limitation of this Section has been exceeded for any calendar year, and specifies the amount of Before-Tax Contributions and/or Roth Contributions that may be recharacterized as Catch-Up Contributions (in the case of a Participant eligible under Section 5.5(a)) or that must be distributed from the Plan to satisfy such limitation, such amount will be so recharacterized (up to the limits of Section 5.5(a)) or distributed to the Participant notwithstanding any other limitation on distributions contained in this Plan. For the purpose of this Section, if the limitation of this Section would be exceeded by reason of Contributions made under this Plan, or under this Plan and one or more other Plans maintained by a Plan Sponsor or an Affiliate, the Participant will be deemed to have notified the Administrator and the necessary Catch-Up Contribution recharacterization or distribution will be made first under this Plan. The amount required to be distributed pursuant to this Section will be reduced by any amount previously distributed to satisfy Section 6.3.

(c) *Distributions During Year.* If the notice is received or deemed received within the calendar year for which the limitation is exceeded, the required distribution will, if possible, be made out of Before-Tax Contributions or Roth Contributions already received and before the end of such year, and will be designated as a distribution of excess Before-Tax Contributions or Roth Contributions.

(d) *Distributions after End of Year*. If the notice is received or deemed received after the end of the calendar year, or the required distribution cannot be accomplished before the end of the calendar year, the required distribution will be made not later than April 15 of the following calendar year and will include the income attributable to such distribution (as determined under subsection (e)). The total principal amount distributed will be included in the Participant's taxable income for the calendar year in which the excess occurred and the earnings will be taxable in the year distributed.

(e) *Allocation of Income.* For purposes of subsection (d), the Administrator may use any reasonable method of allocating income for any year, provided that such method does not violate Code §401(a)(4), is applied consistently to all excess distributions and Participants for the year, and is the method used to allocate income to Accounts generally.

6.3 ADP, ACP, and Non-Discrimination Testing. If a Plan Sponsor does not elect the Safe Harbor Plan option on its Adoption Agreement, Contributions to the Plan under Section 5 must satisfy, as applicable, the ADP Test (using the current year testing method), the ACP Test, and the non-discrimination requirements of Code §401(a)(4). Each such Plan Sponsor is responsible for passing the ADP Test of Code §401(k)(3). Such Plan Sponsors that elect to make Matching Contributions, Conditional Contributions, or Discretionary Contributions with a matching or conditional formula under Sections 5.3(b), (c) or (d) will be responsible for passing the ACP Test of Code §401(m). Such Plan Sponsors that elect to make Non-Matching Contributions or Discretionary Contributions (without a matching or conditional formula) under Section 5.3(a) or (d) will be responsible for passing the non-discrimination requirements of Code §401(a)(4). The testing requirements of these sections of the Code and applicable Treasury Regulations, as well as methods of correcting failures, are incorporated herein by reference, as permitted by IRS Publication 7335 or other similar guidance.

6.4 Purpose of Limitations; Authority of Administrator. The limitations of this Section 6 are intended to comply with the requirements of Code §§415, 402(g), 401(k), 401(m), 404(a)(3), and 414(v) of and the Treasury Regulations issued thereunder, and will be construed accordingly. To the extent that such Treasury Regulations provide for any elections or alternative methods of compliance not specifically addressed in this Section 6, the Administrator will have the authority to make or revoke such election or use such alternative method of compliance unless such election or alternative method of compliance by its terms requires an amendment to the Plan.

SECTION 7 - INVESTMENTS AND PLAN ACCOUNTING

7.1 Accounts. The Administrator will establish and maintain one or more Accounts, corresponding to the appropriate Contributions, on behalf of each Accountholder who is allocated any of such Contributions under the Plan or who succeeds to any such amounts. Such Accounts may include the following:

(a) Plan Sponsor Contribution Accounts, holding Plan Sponsor Contributions, may include the following:

(i) *Qualified Matching Contributions Account*. A Qualified Matching Contributions Account will be maintained on behalf of each Accountholder who is allocated any Qualified Matching Contributions under the Plan or who succeeds to any such amounts.

(ii) *Qualified Non-Elective Contributions Account*. A Qualified Non-Elective Contributions Account will be maintained on behalf of each Accountholder who is allocated any Qualified Non-Elective Contributions under the Plan or who succeeds to any such amounts.

(iii) *Matching Contributions Account*. A Matching Contributions Account will be maintained on behalf of each Accountholder who is allocated any Matching Contributions under the Plan or who succeeds to any such amounts.

(iv) *Non-Matching Contributions Account.* A Non-Matching Contributions Account will be maintained on behalf of each Accountholder who is allocated any Non-Matching Contributions under the Plan or who succeeds to any such amounts.

(v) *Conditional Contributions Account*. A Conditional Contributions Account will be maintained on behalf of each Accountholder who is allocated any Conditional Contributions under the Plan or who succeeds to any such amounts.

(vi) *Discretionary Contributions Account*. A Discretionary Contributions Account will be maintained on behalf of each Accountholder who is allocated any Discretionary Contributions under the Plan or who succeeds to any such amounts.

(vii) Any other Plan Sponsor Contribution Accounts the Administrator may choose to establish.

(b) Participant Contribution Accounts may include the following:

(i) *Before-Tax Contributions Account*. A Before-Tax Contributions Account will be maintained on behalf of each Accountholder who elects (either affirmatively or through Automatic Enrollment) to have Before-Tax

Contributions (including those made as Catch-Up Contributions) made on his or her behalf or who succeeds to any such amounts.

(ii) *Roth Contributions Account*. A Roth Contributions Account will be maintained on behalf of each Accountholder who elects to make Roth Contributions (including those made as Catch-Up Contributions), Roth Conversions under Section 5.9, or transfers or rollovers from a qualified Roth contribution program under Code §402A(b) or who succeeds to any such amounts. The Administrator will maintain a record of the Participant's investment in the contract, i.e., the original contributions or conversions unadjusted for gains or losses, that have not yet been distributed.

(iii) *Rollover Account*. A Rollover Account will be maintained on behalf of each Accountholder who elects to make a Rollover Contribution to the Plan or who succeeds to any such amounts.

(iv) Any other Participant Contribution Accounts the Administrator may choose to establish.

(c) Special purpose Accounts, which may, but need not, hold some or all of the Account Balances in other Accounts, including Plan Sponsor Contribution Accounts and/or Participant Contribution Accounts, and may include the following:

(i) Forfeiture Account;

(ii) Forfeiture Suspense Account; and

(iii) any other special purpose Accounts the Administrator may choose to establish.

Each Account represents the aggregate amount of the type of Contribution referred to above, less any withdrawals or distributions charged thereto, and adjusted by the earnings, gains, losses, expenses, and unrealized appreciation or depreciation attributable to such Contributions, all in accordance with generally applicable accounting rules and procedures established by the Administrator from time to time. The maintenance of separate Account Balances will not require physical segregation of plan assets with respect to any Account. The Accounts maintained hereunder represent the Accountholders' interests in the Plan and Trust and are intended as bookkeeping records to assist the Administrator in the administration of the Plan. Any reference to an Accountholder's "Accounts" or "Account Balances" refers to all the Accounts maintained in the Accountholder's name under the Plan unless the context otherwise requires.

7.2 Separate Fund Accounting.

(a) *Manner of Accounting*. To the extent the Trust is divided into separate funds, including funds established pursuant to Section 7.3, the undivided interest of each Accountholder's Account in each such fund will be determined in accordance with the accounting procedures specified in the trust agreement, investment management agreement, insurance contract, custodian agreement, or other document under which such fund is maintained. To the extent not inconsistent with such procedures, the following rules will apply:

(i) Amounts deposited in a fund will be deposited by means of a transfer of such amounts to such fund from another fund as required.

(ii) Amounts required to be transferred from a fund to satisfy benefit payments will be transferred from such investment funds as soon as practicable following receipt by the trustee or investment manager of proper instructions to complete such transfers.

(iii) Except as provided in the applicable fund document, all amounts deposited in a fund will be invested as soon as practicable following receipt of such deposit. Notwithstanding the primary purpose or investment policy of a fund, assets of any fund that are not invested in the manner required by the fund document will be invested in such short term instruments or funds as the applicable trustee or investment manager may determine pending investment in accordance with such investment policy.

(b) *Separate Accountholder Accounts.* Notwithstanding the foregoing, if any portion of the Trust is invested in a fund that permits each Accountholder's interest in the fund to be accounted for as a separate account, all Contributions, distributions, and earnings will be accounted for as they are actually received, disbursed, or earned.

7.3 Accountholder-Directed Accounts. Accountholders will direct the investment of all of their Accounts among any one or combination of investment funds as are offered for such purpose by the Administrator from time to time. The Administrator will establish a written procedure to govern such investments, including specifying a default investment fund or funds when Accountholders do not direct the investment of their Accounts. If the Plan is subject to ERISA, such procedure will satisfy the requirements of ERISA section 404(c).

SECTION 8 - VESTING AND FORFEITURE

8.1 Full Vesting in Safe Harbor Plans. For each Plan Sponsor that elects the Safe Harbor Plan option on its Adoption Agreement, all of an Accountholder's Accounts in the Plan will be fully Vested at all times to the extent funded, and will not be forfeited for any reason except as provided in Section 8.6.

8.2 Fully Vested Accounts in Non-Safe Harbor Plans. For plans of Plan Sponsors that do not elect the Safe Harbor Plan option on their Adoption Agreement, the following Accounts are always fully Vested to the extent funded, and will not be forfeited for any reason, except as provided in Section 8.6:

(a) All Before-Tax Contribution and Roth Contribution Accounts; and

(b) Any Plan Sponsor Contribution Account with respect to which the Plan Sponsor has elected 100% immediate Vesting in accordance with Section 8.4(a) and the Plan Sponsor's Adoption Agreement.

8.3 Forfeitable Account Balances.

(a) *Forfeitures*. To the extent not described in Section 8.1 or 8.2, a Plan Sponsor Contribution Account belonging to a Participant is fully or partially Vested (to the extent such Account is funded) only after the Participant renders the necessary Vesting Service to vest as specified in Section 8.4. Such Vesting Service must be rendered consecutively as further described in this Section 8. Any amounts in such Account that are not Vested are such Participant's Forfeitable Account Balance until such Participant either vests in his or her Forfeitable Account Balance or incurs a Break in Service. If such a Participant incurs a Break in Service with such Plan Sponsor, then any of his or her Forfeitable Account Balances that are not Vested as of such Break in Service will thereupon become a Forfeiture.

(b) *Treatment of Forfeitures*. Forfeitures under subsection (a) above will initially be transferred to a Forfeiture Suspense Account and later either be restored to the Participant's applicable Account or Accounts or be transferred to a Forfeiture Account as follows.

(i) *Forfeiture Suspense Account*. The Forfeiture Suspense Account receives any Forfeitures attributable to such Participant from the Participant's Forfeitable Account Balance that are not Vested when the Participant incurs a Break in Service with the Plan Sponsor that made the Plan Sponsor Contributions to the Forfeitable Account Balance. The Forfeiture remains in the Forfeiture Suspense Account until the earlier of the date on which the Participant:

(A) incurs a One-Year Break in Service; or

(B) is reemployed by such Plan Sponsor or any of its Affiliates.

The Administrator may invest the Forfeiture Suspense Account or adjust it for earnings and losses in accordance with rules established from time to time by the Administrator.

(ii) *Reemployed Participant*. If the Participant is reemployed by that Plan Sponsor or any of its Affiliates before he or she incurs a One-Year Break in Service, then the Account Balance in the Forfeiture Suspense Account will be restored to the Participant's applicable Account or Accounts under the Plan as a Forfeitable Account Balance, and such amount will not be a Forfeiture.

(iii) *Forfeiture Account*. If the Participant incurs a One-Year Break in Service before he or she is reemployed by that Plan Sponsor, then the Account Balance in the Forfeiture Suspense Account will be transferred to the Plan Sponsor's Forfeiture Account. Forfeitures forfeited to a Forfeiture Account in the name of a Plan Sponsor will be used to help fund such Plan Sponsor's future Contributions as soon as practicable after being credited to the Forfeiture Account. Notwithstanding the foregoing, Forfeitures may not be used to make Roth Contributions. Pending being used to fund such Plan Sponsor's future Contributions, Forfeitures held in a Forfeiture Account will be invested as provided in rules adopted from time to time by the Administrator. If a Plan Sponsor terminates its sponsorship of the Plan as provided in Section 11.2, any amounts held in its Forfeiture Account that are not needed to cover Contributions will be treated as Contributions made by mistake of fact and handled as provided in Section 12.3(b).

(c) *Other Forfeitures*. Even after the necessary Vesting Service has been rendered to fully vest a Forfeitable Account Balance, such Account Balance and any Vested Account may be forfeited and applied as provided in Section 8.6.

8.4 Time of Vesting.

(a) *Vesting Schedules*. A Plan Sponsor that elects to make Non-Safe Harbor Plan Sponsor Contributions under Section 5.3 may specify any one of the following Vesting schedules for the Forfeitable Account Balances specified in Section 8.3 and in the Plan Sponsor's Adoption Agreement.

(i) *Immediate Vesting*. 100% immediate Vesting;

(ii) *Cliff Vesting*. After a Participant has rendered a specified number of Months of Service (between 1 and 36, as elected by the Plan Sponsor in its Adoption Agreement) as determined under Section 8.5, the Participant's Forfeitable Account Balances are fully Vested;

(iii) *Graded Vesting*. A Participant's Forfeitable Account Balances attributable to a Plan Sponsor will become Vested in 20% increments

after the Participant renders the Months of Service with that Plan Sponsor specified below as determined under Section 8.5:

(A) 20% Vested after 12 Months of Service for such Plan Sponsor;

(B) 40% Vested after 24 Months of Service for such Plan Sponsor;

(C) 60% Vested after 36 Months of Service for such Plan Sponsor;

(D) 80% Vested after 48 Months of Service for such Plan Sponsor;

(E) 100% Vested after 60 Months of Service for such Plan Sponsor;

(b) *Adoption Agreement*. Only one Vesting schedule may be elected per Adoption Agreement. A Plan Sponsor may execute more than one Adoption Agreement to cover different mutually exclusive classes of Employees and may elect different Vesting schedules in each such Adoption Agreement, subject to any applicable:

(i) limitations of the Plan;

(ii) rules of the Administrator; and

(iii) nondiscrimination provisions under Code §§401(a)(4) or 410(b).

(c) *Effective Date of Vesting Schedule*. Any Vesting schedule adopted by a Plan Sponsor with respect to Non-Safe Harbor Plan Sponsor Contributions will be effective as specified in the Adoption Agreement for:

(i) all types of Non-Safe Harbor Plan Sponsor Contributions specified in the Adoption Agreement; and

(ii) Non-Safe Harbor Plan Sponsor Contributions that are made on and after the effective date specified by the Plan Sponsor in the Adoption Agreement (which date may be before the date of the Adoption Agreement), but subject to the limits of subsection (d) below and any other limits of the Plan.

If a Plan Sponsor changes a Vesting schedule, it will be effective on the effective date of the schedule for an active Participant (and on the return to employment of a Participant on a Leave of Absence) only if it is a more favorable schedule for that Participant. If it is more favorable, all of the Participant's Non-Safe Harbor Plan Sponsor Contributions of all types (under Section 5.3) will be subject to the new schedule, whether such Contributions were made before or after the effective date (or return to employment). If the new Vesting schedule is not more favorable, the existing Vesting schedule will continue to be applicable to such Participant's Non-Safe Harbor Plan Sponsor Contributions, whether such Contributions were made before or after the effective date (although the Vesting schedule will nevertheless change on its effective date for other Participants who

are not similarly affected). Once a Participant incurs a One-Year Break in Service with a Plan Sponsor, if he or she is later reemployed by that Plan Sponsor, any future Non-Safe Harbor Plan Sponsor Contributions will be subject to the then-current Vesting schedule on the Plan Sponsor's Adoption Agreement, notwithstanding any former Vesting schedule that previously applied to that Participant.

(d) *Full Vesting Events*. A Participant who has not incurred a Termination of Employment and who has Forfeitable Account Balances that are not fully Vested will be 100% Vested in such Accounts upon the first of the following to occur:

(i) The date the Participant becomes Disabled; or

(iii) The date the Participant dies before incurring a Termination of Employment.

8.5 Vesting Service. An Employee's or Participant's Vesting Service will be computed as follows:

(a) *Computation Period*. An Employee's Vesting Service for a Plan Sponsor will be determined as described in subsection (b) below with one-month computation periods beginning on:

(i) the first day of the month in which the Employee begins to perform Service for a Plan Sponsor (even if such day is before the Effective Date); and

(ii) the first day of each calendar month thereafter until the Employee incurs a Termination of Employment.

(b) *Determination of Vesting Service*. Subject to subsection (c) below, an Employee will receive one month of Vesting Service for each monthly computation period specified in subsection (a) above during which he or she either:

(i) is scheduled (or expected):

(A) to work at least one Hour of Service for his or her Plan Sponsor; or

(B) to be on a Leave of Absence from his or her Plan Sponsor, provided that he or she had:

(I) at least one Hour of Service before the Leave of Absence; and

(II) at least one Hour of Service after such Leave of Absence; or

(ii) actually:

(A) does work at least one Hour of Service for his or her Plan Sponsor; or

(B) is on a Leave of Absence from his or her Plan Sponsor, provided that he or she had:

(I) at least one Hour of Service before the Leave of Absence; and

(II) at least one Hour of Service after such Leave of Absence.

Employees who are scheduled (as of the start of a one month computation period) to work for that month will earn Vesting Service credit even if they do not actually work an Hour of Service during the scheduled month.

Notwithstanding anything in the Plan to the contrary, a Plan Sponsor may elect on its Adoption Agreement to treat periods of prior employment with an entity acquired by the Plan Sponsor as counting towards an Employee's Vesting Service under this subsection (b).

(c) *Break in Service*. An Employee's Vesting Service with a Plan Sponsor must be rendered consecutively. All Vesting Service for a Plan Sponsor will be deemed to be consecutive so long as the Employee has not incurred a One-Year Break in Service with such Plan Sponsor. If an Employee incurs a Break in Service with such Plan Sponsor that is less than a One-Year Break in Service, such Employee will not earn Vesting Service for the period of the Break in Service, but such Break in Service will not interrupt the consecutiveness of Vesting Service rendered for such Plan Sponsor before and after such Break in Service.

8.6 Forfeitures of Vested Accounts. Notwithstanding Sections 8.1 through 8.5, an Accountholder may forfeit an otherwise Vested Account in the following circumstances:

(a) *Missing Accountholder*. The Accounts of Accountholders who cannot be located will be handled as described in Section 9.6.

(b) *Uncashed Check*. Any Accountholder who has been issued a check for benefits due but who does not return or cash the check within a reasonable period established by the Administrator, after such reasonable notice (or in the case of *de minimis* amounts, no notice) as the Administrator may determine, will forfeit such benefits. Such forfeited amounts will be used by the Administrator to defray the administrative expenses of the Plan. Uncashed checks returned to the Administrator because the payee is missing or for other reasons are not covered by this Section.

(c) *Relinquished Benefits*. If a Participant Relinquishes a benefit, it is forfeited. The Relinquished benefit will be used by the Administrator to defray the administrative expenses of the Plan.

(d) *Ineligible Employee*. If Contributions are erroneously made to an ineligible Employee or other person, they will be forfeited and reallocated as provided in Section 4.6.

(e) *Election Not to Participate*. Employees eligible for the Plan who elect not to participate will be treated as described in Section 4.7.

(f) *Contributions in Excess of Limits*. Contributions and earnings thereon may be forfeited in accordance with the terms of Section 6.

SECTION 9 - PAYMENT OF BENEFITS

9.1 Methods of Benefit Payment.

(a) *Normal Form of Payment*. The normal form of payment of an Accountholder's benefit is a cash lump-sum distribution equal to the Accountholder's total Account Balance valued as of the Accounting Date coincident with or immediately before such distribution, and, except as otherwise provided herein, all benefits will be paid in such form.

(b) *Small Account Balance.*

(i) Subject to subsection (b)(ii) below, if the Accountholder's aggregate account balances in all retirement plans administered by the Administrator (except pre-82 balances in MPP) at the time of distribution does not exceed $5,000, the entire amount of the Accountholder's Vested Account Balance will be distributed as a lump sum to the Accountholder as soon as administratively feasible**.**

(ii) When:

(A) a distribution from this Plan to an Accountholder exceeds $1,000 (including amounts from the Accountholder's Rollover Account);

(B) the Accountholder's aggregate account balances in all retirement plans administered by the Administrator (except pre-82 balances in MPP) does not exceed $5,000; and

(C) the Accountholder:

(I) has not requested to receive the distribution;

(II) has not requested that the distribution be rolled over to another eligible retirement plan or IRA specified by the Accountholder;

(III) has not attained age 62;

(IV) is not a surviving Spouse;

(V) is not an Alternate Payee; and

(VI) has not attained his or her Required Beginning Date,

then the Administrator will pay the distribution in a direct rollover to an IRA designated by the Administrator and invested in an investment type designated by the Administrator for the benefit of the Accountholder. Before making such rollover, the Administrator will provide, separately or as part of the notice specified in Section 9.5 below, a notice to such

Accountholder stating that, absent his or her affirmative election, the distribution will be automatically rolled over to an IRA. The notice will also identify the custodian, trustee, or other issuer of the IRA. In carrying out this subsection (b)(ii), the Administrator will comply with IRS Notice 2005-5 and other applicable advice from the IRS and Treasury Regulations. IRS Notice 2005-5 provided that such rollovers to an IRA may be deferred after March 28, 2005 when required to allow the Administrator time to arrange for such rollovers. The Administrator may make rules consistent with applicable Treasury Regulations to govern its administration of distributions and rollovers under this Section during the transition period to full compliance with IRS Notice 2005-5.

(c) *Payment in Cash Installments*. In accordance with rules established by the Administrator, an Accountholder may elect to receive payment in cash installments. Such installments will be made in a series of distributions, payable annually or at more frequent intervals, determined in accordance with rules issued by the Administrator. The payments will continue until the Accountholder changes his or her distribution option or until the Accountholder's entire Account Balance has been distributed. Until such time, income, gains, losses, expenses, and unrealized appreciation or depreciation will continue to be allocated to the Account in accordance with Section 7.

(d) *LifeStage Retirement Income*. In accordance with rules established by the Administrator, an Accountholder may elect to receive all or a portion of his or her Vested Account Balance in distributions under LifeStage Retirement Income. Such distributions will be made in a series of periodic distributions, payable annually or at more frequent intervals, that will vary in amount over time, for a period of time intended to approximate the Accountholder's life expectancy. There is, however, no assurance that the Accountholder's Vested Account Balance will not be exhausted before the Accountholder's death or that there may not be some Vested Account Balance left at the Accountholder's death. Such distributions may, at the Administrator's discretion, be made from this Plan or from the United Methodist Personal Investment Plan, after all or a portion of the Vested Account Balance is transferred to such plan via a plan-to-plan transfer.

(e) *Periodic Partial Distributions*. An Accountholder may elect one or more partial distributions, in accordance with rules established by the Administrator, provided that each such distribution is made on or before the required beginning date for such distribution under Code §401(a)(9).

(f) *Election Procedures*. Wherever the Plan provides for an Accountholder to elect a form of distribution (including the right to defer receiving a distribution), the Administrator will provide a written explanation of the different forms of distribution. Such explanation will be provided at least 30 but not more than 180 days before the scheduled commencement of such benefit, or within such other period as may be provided by any applicable provision of the Code. An

Accountholder who has received such explanation may waive the 30-day period and elect to have his or her benefit distributed immediately.

9.2 Distributions.

(a) *Small Account Balances.* Subject to Section 9.1(b)(ii) above, if, at the time of a Participant's or Employee's Termination of Employment, or immediately after an Alternate Payee's benefit is segregated pursuant to a Qualified Domestic Relations Order, such person's aggregate account balances in all retirement plans administered by the Administrator (except pre-82 balances in MPP) does not exceed $5,000, the entire amount of his or her Vested Account Balance will be distributed as a lump sum to the appropriate Accountholder as soon as administratively feasible. A Disabled Participant who has incurred a Termination of Employment or an Accountholder receiving cash installments or LifeStage Retirement Income payments must consent to such distribution.

(b) *Distribution at Termination of Employment*. Subject to Section 9.1(b)(ii) above, a Participant or Employee who incurs a Termination of Employment will begin receiving the distribution of his or her Account Balance as soon as administratively feasible, unless the Participant's or Employee's aggregate account balances in all retirement plans administered by the Administrator (except pre-82 balances in MPP) exceed $5,000 and the Participant or Employee elects or consents under subsection (d)(i) to postpone receiving his or her distribution until a date not later than the latest commencement date. Such distribution will be made either in the normal form provided in Section 9.1(a) or, if the aggregate account balances in all retirement plans administered by the Administrator exceeds $5,000 and the Participant or Employee so elects, in any optional form provided by Section 9.1.

(c) *Distribution at Disability*. Subject to subsections (c)(i), (ii), and (iii) below, a Participant who is Disabled may elect to begin receiving a distribution of some or all of his or her Plan Sponsor Contribution Accounts and Before-Tax Contribution and Roth Contribution Accounts as soon as administratively feasible thereafter (subject to the limitations of Sections 9.1(e)) or at any later date. Until he or she elects to begin receiving such distribution, he or she will be deemed to have elected to postpone receiving a distribution of such Accounts until a later date when such Participant elects to begin receiving a distribution, but not later than the latest date determined under Section 9.2(d) below. The foregoing is subject to the following:

(i) Such distribution will be made either in the normal form provided in Section 9.1(a) or, if the Participant so elects, in any optional form provided by Section 9.1;

(ii) In the case of a Participant's Before-Tax Contribution Account or Roth Contribution Account, the Participant will be entitled to a distribution on account of disability only if he or she is Permanently Disabled; and

(iii) In the case of a Participant's Plan Sponsor Contribution Accounts and Participant Contribution Accounts other than amounts in his or her Before-Tax Contribution Account or Roth Contribution Account, the Participant will be entitled to a distribution on account of disability only if he or she is Disabled.

(d) *Latest Commencement Date.* Notwithstanding any other provision of this Plan, the latest date upon which the distribution of a Participant's or Employee's Account may begin is the earlier of the dates determined under (i) or (ii) below:

(i) The 60th day after the close of the Plan Year in which the latest of the following events occurs:

(A) the Participant's or Employee's attainment of age 65;

(B) the 10th anniversary of the Participant's or Employee's Entry Date; or

(C) the Participant's or Employee's Termination of Employment,

provided, however, that if the Participant or Employee elects a later date (and his or her failure to submit or delay in submitting distribution forms to the Administrator by the latest of the events in (A), (B), or (C) above will be deemed to be such an election), then this subsection (c)(i) will not apply; or

(ii) The Required Beginning Date.

9.3 Payments After an Accountholder's Death.

(a) *Distribution on Death.* Upon the death of an Accountholder, all amounts credited to such Accountholder's Account will be distributed in accordance with the provisions of the Plan.

(b) *Proof of Death.* The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Account of a deceased Accountholder as the Administrator may deem appropriate. The Administrator's determination of which person will receive payment will be conclusive.

(c) *Beneficiary Designation.* A Participant may designate a Beneficiary in such form as is satisfactory to the Administrator, which written designation must be postmarked, sent by private courier, or received by the Administrator during the Participant's lifetime to be valid. If more than one person is specified as the Participant's Beneficiary, each such person will take an equal share, per capita, unless the Participant clearly specifies another division. Except as provided in subsection (d), if a Participant leaves no valid Beneficiary designation or if his or her designated Beneficiary predeceases the Participant, then the Participant's

default Beneficiary will be his or her Spouse. But if the Participant is not survived by a Spouse or if one of the conditions described in subsections (d)(ii)–(iv) below exists, then his or her default Beneficiary will be the Participant's estate. The Beneficiary of an Accountholder other than a Participant will be determined as specified in Section 9.12.

(d) *Surviving Spouse.* Notwithstanding a Participant's Beneficiary designation to the contrary, if the deceased Participant's Spouse survives the Participant, the Participant's Spouse will be the Beneficiary and the Participant's Account will be paid to that Spouse unless:

(i) the Spouse consents in writing after the Participant's death, or had consented in writing before the Participant's death, witnessed in either case by a Plan Sponsor representative or a notary public, to the Participant's designation of another Beneficiary. The Spouse must consent as specified above to each change in Beneficiary;

(ii) the Participant is legally separated from his or her Spouse or has been abandoned (within the meaning of local law) by his or her Spouse, and, in either case, the Participant has a court order to such effect (and there is no Qualified Domestic Relations Order that provides otherwise);

(iii) the Spouse Disclaims the Participant's Account, in writing in a form acceptable to the Administrator, before receiving it. The Disclaimer must relate to the entire benefit. The effect of such Disclaimer is to treat the Spouse as if he or she had predeceased the Participant; or

(iv) neither the Participant nor the Administrator can locate the Spouse (provided, however, that the Administrator will have no obligation to search for such Spouse).

(e) *Change of Beneficiary.* An Accountholder may at any time revoke his or her designation of Beneficiary or change his or her Beneficiary by filing written notice (in such form as may be required by the Administrator) of such revocation or change with the Administrator.

(f) *Effect of Divorce.* A Participant's or Employee's divorce will automatically revoke any Beneficiary designation in favor of the Participant's or Employee's Spouse made before the divorce, unless:

(i) a Qualified Domestic Relations Order provides that the divorced former Spouse is to be treated as a Spouse for the purpose of receiving death benefits, or

(ii) the Participant or Employee completes another Beneficiary designation in favor of the former Spouse after the divorce. Until such time as a new designation of Beneficiary is filed with the Administrator, benefits will

be payable as if the former Spouse had predeceased the Participant or Employee.

9.4 Required Minimum Distributions. All distributions under the Plan are subject to the requirements of Code §401(a)(9), including specifically the minimum distribution incidental death benefit rule of Code §401(a)(9)(G), and the Treasury Regulations issued thereunder, and will be construed accordingly. Such Code and Treasury Regulation provisions are hereby incorporated herein by this reference, and will control over any form of distribution provided in this Plan that is inconsistent therewith. Distributions may be made more rapidly but not more slowly than the period or rate required under this Section. To the extent that such Treasury Regulations provide for any elections or alternative methods of compliance not specifically addressed in this Section, the Administrator will have the authority to make or revoke such election or use such alternative method of compliance. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

Under such Code and Treasury Regulations provisions, a Participant's entire interest under the Plan must be distributed not later than the Required Beginning Date or must be distributed beginning not later than the Required Beginning Date, in accordance with Treasury Regulations, over the life of the Participant or over the lives of the Participant and a Designated Beneficiary (or over a period not extending beyond the life expectancy of the Participant or the life expectancy of such Participant and a Designated Beneficiary). Where the Participant dies before his or her entire interest is distributed, such Code and Treasury Regulations provisions requires that, if distribution of the Participant's interest has begun, the remaining portion of such interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. If distribution of the Participant's interest has not yet begun at the Participant's death, such distributions must be made to the Participant's Designated Beneficiary in accordance with such Code and Treasury Regulations provisions. Under the Treasury Regulations, Designated Beneficiaries have the right, under certain circumstances, to elect the manner in which required minimum distributions are distributed, for example, the right to receive distributions over one's life expectancy, or to receive the entire interest in the plan by the end of the year that contains the fifth or tenth year of the Participant's death. In such situations, the default form of distribution, if one is not affirmatively elected by the Designated Beneficiary, will be one that pays the entire interest in the Plan within the five or ten-year period, whichever is applicable, as opposed to over one's life expectancy.

(a) *Forms of Distribution*. Unless a Participant's interest is distributed in the form of a single sum on or before the Required Beginning Date, as of the first year for which a distribution is required, distributions will be made in accordance with the Participant's or Beneficiary's election under Section 9.1, provided such election meets the requirements of this Section; or, if no such election is made, then in accordance with the Code and Treasury Regulations provisions incorporated by reference.

(b) *2020 Waiver*. Notwithstanding the foregoing provisions of this Section, no defined contribution or account balance required minimum distributions will be made in accordance with Code §401(a)(9) for calendar year 2020, in accordance with the CARES Act. Nevertheless, Accountholders will continue to receive previously elected cash installment distributions under Section 9.1(c) or distributions pursuant to LifeStage Retirement Income under Section 9.1(d), although such distributions for calendar year 2020 will not be treated as required minimum distributions.

9.5 Direct Rollovers. Any Participant, surviving Spouse, Alternate Payee, or non-Spouse Beneficiary who is entitled to receive an Eligible Rollover Distribution has the right to direct the rollover of all or a portion of such distribution directly to an IRA, a defined contribution pension or profit-sharing trust qualified under Code §401(a), an annuity plan qualified under Code §403(a), a tax-sheltered annuity plan qualified under Code §403(b), a plan qualified under Code §457(b), or another "eligible retirement plan" as defined in Code §401(a)(31), that will accept such a rollover, provided that the amount so transferred must either be the entire amount of such distribution or must be at least $200. Any Beneficiary who is entitled to receive an Eligible Rollover Distribution has the right to direct the rollover of all or a portion of such distribution directly to an IRA that will accept such a rollover, provided that the amount so transferred must be at least $200. The Administrator will furnish each Accountholder to whom this Section applies with a notice describing his or her right to a direct rollover and the tax consequences of a distribution. Such notice will be furnished not more than 180 days nor fewer than 30 days before the Accountholder is entitled to receive such distribution, and no distribution will be made until 30 days after he or she has received such notice unless he or she waives such 30 day period in writing. The Administrator may adopt administrative procedures to implement direct rollovers, which may vary the time periods and minimum amounts set forth above, to the extent consistent with final Treasury Regulations issued under Code §401(a)(31).

9.6 Unclaimed Benefits. The Administrator may prescribe uniform and nondiscriminatory rules for carrying out the following provisions:

(a) If a portion (or all) of an Account remains to be distributed to an Accountholder at a time when it is due under the Plan (including, but not limited to, the "required beginning date," as defined in Code §401(a)(9)) and the Administrator is then unable to locate the Accountholder, the Administrator will send notice of such benefit due by a certified letter with return receipt requested to the last known address of the Accountholder. If the Accountholder fails to contact the Administrator within 12 months (except as provided in subsection (b)), such benefit will be forfeited (except as provided in subsection (c)) and will become the benefit of, in the case of a Participant or Alternate Payee, such person's Beneficiary, or, in the case of a Beneficiary, the Participant's or Alternate Payee's successor Beneficiary (including any default Beneficiaries provided under the terms of the Plan), except in the case where a Beneficiary defers the distribution of an Account and is permitted to name his or her own Beneficiary, and in that case the Beneficiary's Beneficiary. The Administrator will then send

notice by certified letter as provided above to the Beneficiary or successor Beneficiary (including a default Beneficiary), and the process specified above will be repeated until the last successor Beneficiary is notified.

(b) If the last successor or default Beneficiary fails to contact the Administrator within 12 months after being sent notification of a benefit due as provided in subsection (a), then the amount specified in subsection (a) will be forfeited. The Administrator will use such forfeitures to defray the expenses of Administering the Plan.

(c) If, at any time before the expiration of the 12-month period described in subsection (b), an Accountholder who is or was due a benefit described in subsection (a) claims the benefit, the benefit will be paid to such Accountholder (notwithstanding any previous forfeiture) if it has not previously been paid to another Accountholder. If the 12-month period described in subsection (b) has elapsed, then such benefit will be permanently forfeited and used by the Administrator as described in subsection (b).

9.7 Payment with Respect to Incapacitated Accountholders. Whenever, in the Administrator's opinion, a person entitled to receive any payment of a benefit under the Plan is under a legal disability (including being a minor) or is incapacitated in any way so as to be unable to manage such person's financial affairs, the Administrator may direct the Trustee to make payments directly to the person, to the person's legal representative (including a custodian for such person under the applicable Uniform Gifts or Transfers to Minors Act or similar legislation), 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 Administrator deems advisable. The decision of the Administrator, in each case, will be final, binding, and conclusive upon all persons interested hereunder. The Administrator will not be obligated to see to the proper application or expenditure of any payment so made. Any benefit payment (or installment thereof) made in accordance with the provisions of this Section will completely discharge the obligation for making such payment under the Plan, and the Administrator will have no further liability on account thereof.

9.8 Limitation on Liability for Distributions. All rights and benefits, including benefit and investment elections, provided to a Participant in this Plan will be subject to the rights afforded to any Alternate Payee under a Qualified Domestic Relations Order. Further, a distribution to an Alternate Payee will be permitted if such distribution is authorized by a Qualified Domestic Relations Order, even if the affected Participant has not incurred a Termination of Employment or attained any particular age.

9.9 Withdrawals.

(a) *Non-Hardship Withdrawals.* A Participant who qualifies under Section 4.1 may withdraw all or any portion of his or her:

(i) Account without demonstrating a financial hardship if the Participant:

(A) has attained the age of 59½,

(B) in the case of:

(I) Before-Tax and Roth Contribution Accounts, is Permanently Disabled; and

(II) all other Accounts, is Disabled;

(C) on or after September 11, 2001, is a qualified military reservist when making a withdrawal and withdraws only Before-Tax Contributions or Roth Contributions (and earnings thereon) as permitted by USERRA;

(D) is a qualified individual as defined by the CARES Act, and requests a distribution or distributions on or after March 27, 2020 and before January 1, 2021, with such distributions not exceeding $100,000 and being made in accordance with the CARES Act and related IRS guidance; or

(ii) Rollover Account (see Section 7.1(b)) without demonstrating a financial hardship. For purposes of this subsection (a), Rollover Account includes any rollovers to the Roth Contributions Account from a qualified Roth contribution program under Code §402A(b).

(b) *Hardship Withdrawals*. A Participant who qualifies under Section 4.1 may receive a hardship withdrawal from his or her Before-Tax Contributions Account or Roth Contributions Account (excluding any earnings attributable to Before-Tax Contributions or Roth Contributions as described in subsection (b)(iii)) and/or his or her Rollover Account (including any earnings therein), subject to the limitations set forth below:

(i) *Hardship Reasons.* The Participant must demonstrate one of the following hardships:

(A) the Participant's need to pay medical expenses (as defined in Code §213(d)) for the Participant, his or her Spouse, one of his or her dependents (as defined in Code §152, without regard to §§152(b)(1), (b)(2), or (d)(1)(B)), or the Participant's primary Designated Beneficiary;

(B) the Participant's need to pay tuition, related educational fees, and/or room and board expenses for up to the next 12 months of post-secondary education for the Participant, his or her Spouse, one of his or her children, one of his or her dependents (as defined in Code §152, without regard to §§152(b)(1), (b)(2), or (d)(1)(B)), or the Participant's primary Designated Beneficiary;

(C) the Participant's need to purchase a principal residence (excluding mortgage payments) for him- or herself;

(D) the Participant's need to make payments necessary to prevent his or her eviction from his or her principal residence or to avoid foreclosure on the mortgage of that residence;

(E) the Participant's need to pay for the repair of damage to his or her principal residence that would qualify for a casualty deduction under Code §165 (without regard for whether the damage exceeds 10% of the Participant's adjusted gross income and without regard to Code §165(h)(5));

(F) the Participant's need to pay funeral and burial expenses for the Participant's deceased parent, Spouse, child, dependent (as defined in Code §152, without regard to §152(d)(1)(B)), or the Participant's primary Designated Beneficiary;

(G) the Participant's need to pay expenses (including loss of income) related to any natural disaster declared by the Federal Emergency Management Agency (FEMA), provided the Participant's principal place of residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or

(H) such other circumstances causing a safe harbor immediate and heavy financial need as may be determined, effective January 1, 2019, under Treasury Regulation §1.401(k)-1(d)(3)(ii)(B) or other applicable regulations.

(ii) *Restrictions.* A hardship withdrawal is limited to the amount reasonably necessary to satisfy the financial need described in subsection (b)(i) (after the payment of all income taxes and penalties on the withdrawal). A withdrawal will be considered reasonably necessary to satisfy a financial need if it satisfies the following criteria:

(A) the Participant has obtained all other distributions permitted under subsection (a) and loans permitted under Section 9.10 or any other plan of the Plan Sponsor or an Affiliate, except to the extent that obtaining such a loan would itself cause undue financial hardship, and

(B) with respect to a hardship withdrawal received before January 1, 2020, the Participant is prohibited from making elective contributions and employee contributions to the Plan and other plans maintained by the Plan Sponsor or an Affiliate for at least six months after the withdrawal. Any Qualified Matching Contributions, Matching Contributions, Conditional Contributions

or Discretionary Contributions with a matching or conditional formula that are dependent on suspended contributions will also be suspended for the six-month period. Suspended contributions may not be made up after the expiration of the six-month period.

The Administrator may rely on the Participant's written representation of the foregoing, provided that the Administrator does not have actual knowledge to the contrary.

(iii) *Before-Tax and Roth Contributions Only.* A hardship withdrawal that is charged to the Before-Tax Contributions Account and/or Roth Contributions Account may not exceed the lesser of:

(A) the current balance of the Accounts, or

(B) the excess of the total amount of Before-Tax Contributions and Roth Contributions made to the Accounts over the total prior hardship withdrawals made from such Accounts.

Hardship withdrawals charged to other Accounts are subject only to the limitation of subparagraph (A).

(iv) *Withdrawal Procedures*. A hardship withdrawal application must be made by the Participant on a written form acceptable to the Administrator. The Administrator may adopt uniform and non-discriminatory procedures imposing limitations on the number, frequency, or dollar amount of hardship withdrawals pursuant to this Section. Subject to the limitations of the Plan and any procedures adopted by the Administrator, withdrawals will be paid pro rata from all of the Participant's Accounts.

(v) *Treatment of Withdrawals.* Except as otherwise specifically provided herein, a withdrawal will be treated as a distribution for all purposes of the Plan.

9.10 Loans. The Trustee may, in the Trustee's discretion, make loans to Participants who qualify under Section 4.1 and who are receiving income from a Plan Sponsor, in accordance with the following:

(a) Loans will be made available to all Participants on a reasonably equivalent basis;

(b) Loans will not be made available to Highly Compensated Employees in an amount greater than the amount made available to other Participants;

(c) Loans will bear a reasonable rate of interest;

(d) Loans will be adequately secured; and

(e) The amount of any loan made pursuant to this Section must be at least $1,000 per loan and (when added to the outstanding balance of all other loans made by the Plan to the Participant) will be limited in size to the lesser of:

(i) $50,000, reduced by the excess (if any) of:

(1) the highest outstanding balance of loans from the Plan to the Participant during the one-year period ending on the day before the date on which such loan was made, over

(2) the outstanding balance of loans from the Plan to the Participant on the date on which such loan was approved; or

(ii) the greater of:

(1) one-half of the Account Balance of the Participant at the time the loan is approved; or

(2) $10,000.

Notwithstanding the foregoing, the amount of the loan may not exceed the Participant's Account Balance at the time the loan is approved.

(f) Loans will provide for level amortization with payments to be made not less frequently than quarterly over a period not to exceed 5 years (except to the extent that administrative procedures permitted by law or regulations otherwise allow, such as an added grace period). However, loans used to acquire any dwelling unit which, within a reasonable time, is to be used (determined at the time the loan is made) as a principal residence of the Participant will provide for periodic repayment over a reasonable period of time that may not exceed 15 years (except to the extent that administrative procedures permitted by law or regulations otherwise allow, such as an added grace period).

(g) Loans will be repaid by the Participant by payroll deduction arranged by the Participant's Plan Sponsor and remitted to the Administrator in accordance with procedures agreed to by the Administrator and Plan Sponsor from time to time, except for a Participant whose Termination of Employment was on or after his or her 55th birthday, when the Administrator permits repayments to be made by another means, such as direct withdrawal from the Participant's bank account. The Administrator also reserves the right to permit, at its discretion, loan repayment via electronic funds transfer. The failure to timely repay a loan will be an event of default. Effective March 27, 2020, notwithstanding the foregoing, qualified individuals, as defined in the CARES Act, may elect to have loan repayments that are scheduled to be made between March 27, 2020 and December 31, 2020 delayed for a period of up to one year, in accordance with the CARES Act and related IRS guidance.

(h) Any loans granted or renewed will be made pursuant to a Participant loan program prepared by the Administrator. Such loan program will be established in writing and must include, but need not be limited to, the following:

(i) The identity of the person or positions authorized to administer the Participant loan program;

(ii) A procedure for applying for loans;

(iii) The basis on which loans will be approved or denied;

(iv) Limitations, if any, on the types and amounts of loans offered;

(v) The procedure under the program for determining a reasonable rate of interest;

(vi) The types of collateral that may secure a Participant loan; and

(vii) The events constituting default and the steps that will be taken to preserve Plan assets.

Such Participant loan program will be contained in a separate written document, which is hereby incorporated by reference and made a part of the Plan. Such Participant loan program may be modified or amended in writing by the Administrator from time to time without the necessity of amending this Section.

(i) *Loans Outstanding.* Notwithstanding the foregoing provisions of this Section, a Participant may have only one loan outstanding at a time from the Account Balance of each Plan Sponsor with respect to which such Participant was employed.

9.11 Disclaimer. Any Accountholder may Disclaim any benefit or portion thereof that is due to him or her if done in writing in a form acceptable to the Administrator and before receiving it. The effect of a Disclaimer is to treat such Accountholder as if he or she had died before the benefit or portion was due to him or her.

9.12 Beneficiary of an Accountholder. An individual other than a Participant (see Section 9.3(c)) who becomes an Accountholder and does not receive an immediate distribution of that Account may name a Beneficiary in accordance with such procedures and in such form as the Administrator may accept or require. Subject to the provisions of Section 9.6, such Beneficiary will receive the Accountholder's Account in the case of the Accountholder's death. If an individual who becomes an Accountholder does not name his or her own Beneficiary as permitted in this Section, and if Section 9.6 does not otherwise provide, such individual's default Beneficiary will be the estate of such individual.

9.13 Trailing Account Balances. If an Accountholder who has received a distribution of his or her entire Account Balance later receives a credit to such Account, because of a

delayed Contribution, a delayed crediting of earnings, or a correction in accounting or for some other reason, the Administrator will distribute the balance in the Account to the Accountholder as soon as practicable thereafter. If the Account Balance is under $200, the Account Balance will be distributed as a lump sum to the Accountholder as soon as administratively feasible. If the Account Balance is $200 or more, it will be distributed in the same form of payment that applied to the Accountholder's previous distribution.

9.14 Transfer of Benefits. Notwithstanding any provision of the Plan to the contrary, for reasons of administrative convenience or flexibility, including but not limited to the distribution of small amounts, the distribution of required minimum distributions, or the availability of investment or distribution options, the Administrator may transfer all or a portion of Account Balances due to an Accountholder from the Plan to another plan administered by the Administrator. All Treasury Regulations relating to transfers will be complied with, including but not limited to §1.403(b)-10(b)(3) of such regulations.

SECTION 10 - PLAN ADMINISTRATION

10.1 General Fiduciary Standard of Conduct. Each fiduciary under this Plan will discharge his or her duties hereunder solely in the interest of the Accountholders and for the exclusive purpose of providing benefits to the Accountholders and defraying the reasonable expenses of administering the Plan and the Trust. Each fiduciary will act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims, in accordance with the documents and instruments governing the Plan and the Trust, insofar as such documents and instruments are consistent with this standard.

10.2 Allocation of Responsibility Among Fiduciaries. The fiduciaries will have only those specific powers, duties, responsibilities, and obligations specifically delegated to them under this Plan. The Plan Sponsor, the Administrator, the Trustee, and any investment manager will each be a "named fiduciary" as defined in ERISA section 402(a)(2). The Administrator may delegate fiduciary duties (other than the Trustee's duties) to persons other than named fiduciaries, and may approve any allocation of fiduciary duties among named fiduciaries, as provided in ERISA section 405(c). If there is more than one Trustee, they may enter into agreements among themselves with respect to the allocation of the Trustee's responsibilities with the consent of the Administrator as provided in ERISA section 405(b). Notwithstanding the foregoing, ERISA will not apply to this Plan (except by analogy) if, when, and for so long as it qualifies as a Church Plan.

10.3 Administrator. The Administrator of the Plan is the General Board. The Administrator will be the "plan administrator" as defined in Code §414(g), and the "administrator" as defined in ERISA section 3(16)(A) (to the extent, if any, that ERISA applies). The Administrator will have the duty to file such plan documents and annual reports as may be required by ERISA (if any, and if ERISA applies) or similar legislation and will be designated to accept service of legal process and any other notices for the Plan. The Administrator or the Plan Sponsor will furnish each Participant with a summary plan description, a summary annual report (if applicable, and if ERISA applies), and all other notices and other documents required by ERISA (if any, and if ERISA applies), the Code, or the Plan. The Administrator may resign on reasonable written notice given to the Plan Sponsors, who will then (and only then) have the right to appoint another Administrator by majority vote, with one vote for each Participant on the day the Administrator's resignation was effective.

10.4 Powers and Duties of Administrator. The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Accountholders, subject to the terms of the Plan. The Administrator will administer the Plan in accordance with its terms and will have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator will be conclusive and binding upon all persons. The Administrator, in addition to all powers and authorities under common law, statutory authority, and other provisions of the Plan, will have the following powers and authorities, to be exercised in the Administrator's sole

discretion:

(a) To establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as may be deemed necessary or advisable to carry out the purpose of the Plan;

(b) To determine all questions relating to the eligibility of:

(i) an Employee to participate or remain a Participant hereunder and to receive benefits under the Plan; and

(ii) an organization to become a Plan Sponsor of the Plan;

(c) To compute, certify, and direct the Trustee with respect to the amount and the kind of benefits to which any Accountholder may be entitled hereunder;

(d) In its sole discretion, to construe and interpret the Plan and make and publish such administrative rules or regulations relating to the Plan as are consistent with the terms hereof, and to resolve or otherwise decide matters not specifically covered by the terms and provisions of the Plan;

(e) To maintain all necessary records for the administration of the Plan;

(f) To file, or cause to be filed, all such annual reports, returns, schedules, descriptions, financial statements and other statements as may be required by any federal or state statute, agency, or authority;

(g) To obtain from the Plan Sponsors and Employees such information as may be necessary to the proper administration of the Plan;

(h) to receive personal data, including name, date of birth, address, Social Security number, marital/family status, and other similar information about Participants or Beneficiaries ("Personal Data"), and use or disclose such information solely for purposes of administering the Plan, including the sharing with vendors, unless additional use or disclosure is required or permitted under the Plan, Adoption Agreement or by applicable law. The Administrator will safeguard Personal Data in accordance with its privacy policy;

(i) To specify actuarial assumptions and methods for use in determining contributions and benefits under the Plan; and

(j) To assist any Accountholder regarding his or her rights, benefits, or elections available under the Plan.

Any rule or procedure adopted by the Administrator, or any decision, ruling, or determination made by the Administrator, in good faith and in accordance with the applicable fiduciary standards of ERISA (or comparable state law) will be final, binding,

and conclusive on all Plan Sponsors, Employees, and Accountholders and all persons claiming through them. The Plan Administrator has discretionary authority to grant or deny benefits under this Plan. Benefits under this Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them. Rules and procedures adopted by the Administrator may vary any provision of the Plan that is administrative or ministerial in nature (including the time provided for performing any act, if not required by law), without the necessity of a formal amendment. Notwithstanding the foregoing, ERISA will not apply to this Plan (except by analogy) if, when, and for so long as it qualifies as a Church Plan.

10.5 Records and Reports. The Administrator will keep a record of all actions taken and will keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and will be responsible for supplying all information and reports to appropriate government entities, Accountholders, and others as required by law.

10.6 Duties of the Plan Sponsor. The Plan Sponsor will assume the following duties with respect to the Plan:

(a) To execute an Adoption Agreement to adopt the Plan (except as otherwise provided in Treasury Regulations, adoption of the Plan must be in advance of a Plan Year and must be maintained throughout the Plan Year);

(b) To enroll Employees as provided in the Plan;

(c) To maintain records of a Participant's or Former Participant's Service;

(d) To maintain records of a Participant's Compensation;

(e) To remit Contributions to the Administrator or Trustee in a timely manner as provided in the Plan, including providing any investment earnings and fees for late contributions, as specified in the Plan and any applicable procedures;

(f) To provide the Administrator with accurate employee data and other information satisfactory to the Administrator, within a reasonable time after a request by the Administrator, sufficient to enable the Administrator to discharge its duties under the Plan;

(g) To register with and report to government agencies, as appropriate;

(h) To comply with any nondiscrimination or other government testing that may be required by applicable law;

(i) When required by law, to properly notify Employees of their rights and obligations under the Plan (including notice of their eligibility under the Plan) in accordance with Code §401(k)(12)(D) and Treasury Regulations, and to provide

Automatic Enrollment notices;

(j) To determine whether the Plan Sponsor is a member of a controlled group, to the extent required for compliance with any Code or Treasury Regulations requirements undertaken by the Plan Sponsor;

(k) To inform the Administrator within a reasonable period of time of any organizational changes that may impact its eligibility to be Plan Sponsor;

(l) To comply with the Treasury Regulations under Code §401(a), §401(k), §402(g), §410(b) and §415(c) in general, and, in particular, when sponsoring another Code §401(a) or §403(b) plan to be responsible for maintaining a written plan document for such other plan and for aggregating this Plan with such other plan when required by such regulations; and

(m) To provide the Administrator with notice within 30 days of a Participant's Termination of Employment.

10.7 Fees and Expenses. All expenses incurred by the Administrator and Trustee in connection with the administration of this Plan will be paid by the Plan or Trust.

(a) The Trustee has the authority to determine administrative and expense charges and the methods for applying such charges.

(b) The Trustee is authorized to deduct from the Plan's reserves, funds, contributions, and/or earnings thereon, the expenses and fees necessary or appropriate to the administration of the Plan, including an allocable share of the Administrator's operating expenses.

(c) The Administrator is authorized to determine a reasonable charge for providing non-routine reports and services for Plan Sponsors and Accountholders and to require the Plan Sponsor or Accountholder to pay separately for such non-routine reports and services.

10.8 Attorney Fees and Costs. The Trustee may assess, to the extent permitted by law, against the Plan's or Trust's assets, reasonable attorney fees and charges to reimburse the Administrator or Trustee for expenses incurred by the Administrator or Trustee in responding to pleadings, retaining counsel, entering an appearance, or defending any case in any action in civil law, in the event the Administrator or Trustee is served with a levy, subpoena, summons, or other similar pleading by the Internal Revenue Service or by any other party, including the parties to marital litigation, in litigation or legal proceedings in which the Administrator or Trustee is not a party, or is made a party.

10.9 Delegation of Authority. The Administrator may authorize one or more of its number, or any agent, to carry out its administrative 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. The Administrator may rely on any certificate, notice, or direction, oral or written, purporting to have been signed or communicated on behalf of the Plan Sponsor, Accountholder, or others that the Administrator believes to have been signed or communicated by persons authorized to act on behalf of the Plan Sponsor, Accountholder, or others, as applicable. The Administrator may also rely on any power of attorney, guardianship document, or similar document that it believes to be genuine and operative. The Administrator may request instructions in writing from the Plan Sponsor, Accountholder, or others, as applicable, on other matters, and may rely and act thereon. The Administrator may not be held responsible for any loss caused by its acting upon any notice, direction, or certification of the Plan Sponsor, Accountholder, or others, that the Administrator reasonably believes to be genuine and communicated by an authorized person.

10.10 Indemnification by Plan Sponsors. The Plan Sponsors will indemnify the Administrator, the Trustee, and any other person or persons to whom the Plan Sponsor, Trustee, or Administrator has delegated fiduciary or other duties under the Plan for, and hold them harmless from and against, any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys fees and all expenses reasonably incurred in their defense if the Plan Sponsors fail to provide such defense) of whatsoever kind and nature that may be imposed on, incurred by, or asserted against them at any time by reason of their service under the Plan or the Trust, unless the same is determined to be due to gross negligence, willful misconduct, or willful failure to act. This provision will survive the termination of the Plan and the termination of a Plan Sponsor's participation in the Plan as to events that occurred while the Plan Sponsor was participating in the Plan.

10.11 Claims Procedure. The following claims and appeals procedures are subject to any additional rules or procedures that the Administrator may adopt from time to time that are not inconsistent therewith:

(a) *Filing of Claim*. A claim for benefits under the Plan must be filed by the Claimant with the Administrator on a form supplied by the Administrator within one year after the events giving rise to the claim occurred or the Claimant will be deemed to have waived his or her right to make a claim or to pursue any other remedy, including filing a lawsuit. Written notice of the disposition of a claim will be sent to the Plan Sponsor and to the Claimant within 45 days after all required forms and materials related to the claim have been filed. If special circumstances require an extension of time, written notice of the extension will be furnished to the Claimant, and written notice of the disposition of a claim will be sent within an additional 90 days.

(b) *Denial of Claim.* If any claim for benefits under the Plan is wholly or partially denied, the Administrator will send the Claimant written notice of the denial, within the period specified in subsection (a) above, written in a manner calculated to be understood by the Claimant, setting forth the following information:

(i) the specific reasons for such denial;

(ii) specific reference to pertinent Plan provisions on which the denial is based;

(iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) an explanation of the Plan's appeals procedures.

(c) *Appeal of Denial.* If a Claimant is denied benefits under subsection (b), the Claimant has the right to appeal the decision within 90 days after the date of the claim denial, in accordance with the following procedures:

(i) Intermediary Appeal Procedure. The Administrator will establish an intermediary appeals procedure containing no more than a three-level process.

(ii) Final Appeal Procedure.

(A) If the Claimant wishes to appeal the denial of benefits under paragraph (i) above, the Claimant must file a written appeal and supporting documents with the Appeals Committee in any form the Claimant wishes within 90 days after the date of the denial issued under paragraph (i). Such an appeal may be addressed to the Plan Administrator or in care of the person or persons specified in the notice of denial issued under paragraph (i).

(B) A timely filed appeal will be heard by the Appeals Committee at its next meeting (generally held three times a year), unless additional time is needed for processing, in which case the Claimant will be so notified and the appeal will be heard at the following meeting of the Appeals Committee. Appeals or documents filed fewer than 30 days before the next meeting of the Appeals Committee will not be considered by the Appeals Committee except by its leave and discretion.

(C) The Claimant or a representative of the Plan Sponsor may request permission to appear personally before the Appeals Committee to present evidence with respect to the claim, subject to conditions and time limitations set by the Appeals Committee, but the expense for any such personal appearance must be borne by the Claimant or the Plan Sponsor.

(D) The Appeals Committee will decide a Claimant's appeal, and its decision will be final. The decision will be implemented by the Administrator.

(E) The Claimant will be given written notice of the decision on appeal. If the decision is a denial, such notice will include specific reasons for the decision, written in a manner calculated to be understood by the Claimant, and specific references to the pertinent Plan provisions on which the decision is based. Such written notice will be mailed to the claimant by the Administrator within 15 days following the decision by the Appeals Committee.

(iii) Appeal Committees.

(A) The Appeals Intermediary Committee is a committee appointed by the Administrator.

(B) The Appeals Committee of the Administrator is a committee of the Board of Directors of the General Board that is selected from time to time by that Board.

(C) Each of the Appeals Intermediary Committee and the Appeals Committee may develop rules and procedures to govern its own meetings and actions and the filing and decision of claim appeals by Claimants.

(D) Any failure by either Committee to decide a claim appeal by the deadline for such a decision will be deemed a denial of the claim. The Claimant may then proceed to the next step of the procedure.

(E) Any failure by the Claimant to appeal any claim denial by the deadline for doing so will be deemed to be a final resolution of the claim, and the Claimant will be deemed to have waived his or her right to file an appeal or a further appeal or to pursue any other remedy, including filing a lawsuit.

(d) *Appeal a Condition Precedent to Mandatory Arbitration*. No cause of action in civil law with respect to any alleged violation of the terms and conditions of the Plan may be commenced or maintained by any Claimant or Accountholder. Any alleged violation of the terms and conditions of the Plan may be challenged by a Claimant or Accountholder under the mandatory arbitration provisions set forth in Section 12.17, but only after such Claimant or Accountholder has initiated and completed the claim and appeal process as set forth in Sections 10.11(a) and (c) above. Any such request for arbitration must be made within 12 months of the date on the notice of denial described in Section 10.11(c)(ii)(E) above or such

right to seek arbitration will be deemed waived; provided, however, that such 12-month limit will apply only if it is described in such notice of denial.

10.12 Qualified Domestic Relations Orders. The provisions of Section 12.2 notwithstanding, all or part of a Participant's Vested benefits arising under this Plan may be transferred to one or more Alternate Payees on the basis of a "qualified domestic relations order," as that term is defined in Code §414(p), provided that: (1) such order was issued by a court having jurisdiction over the Administrator; or (2) such order was entered by any other court and the Administrator, in its sole discretion, determines that the order is a Qualified Domestic Relations Order.

(a) When appropriate, the Administrator will provide a Participant involved in marital litigation with information regarding the nature and value of the Participant's benefits and will assist the Participant and the court in interpreting that information.

(b) The Administrator will establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Such procedure will provide that during the period in which a determination is being made with respect to the qualified status of an order received by the Administrator and for 30 days thereafter:

(i) the Administrator will direct the Trustee to segregate and separately account for any sums payable to the Participant that the order requires to be paid to the Alternate Payee; and

(ii) the Participant will be prohibited from electing to receive any distribution that would compromise the rights granted to the Alternate Payee by the order, without the Alternate Payee's written consent.

(c) Neither the Alternate Payee nor any person claiming through the Alternate Payee will have the right to transfer benefits to another Alternate Payee.

(i) In all other respects, the benefits transferred pursuant to a Qualified Domestic Relations Order will be administered in accordance with the provisions of this Plan, and the Alternate Payee will have all the rights and duties of a fully Vested Participant who had incurred a Termination of Employment.

(ii) With respect to benefits transferred to an Alternate Payee pursuant to this Section, the Alternate Payee will have all of the rights of a Participant who has incurred a Termination of Employment, to the exclusion of any claim thereto on the part of the Participant.

(d) A subpoena or other instrument of judicial process that:

(i) is directed to the Administrator, its constituent corporations, or its officers or employees,

(ii) appears on its face to be issued in the course of marital litigation to which a Participant is a party, and

(iii) seeks information regarding the nature or value of the Participant's pension benefits, may be honored by the Administrator, in its sole discretion, without interposing any defense on the grounds of technical or jurisdictional defect.

(e) The Administrator may charge to the Plan its costs of handling Qualified Domestic Relations Orders, including, but not limited to, attorneys' fees, litigation expenses, and a reasonable charge for its services in connection therewith.

SECTION 11 - AMENDMENT, TERMINATION, OR MERGER OF PLAN

11.1 Amendment. The Board of Directors of the General Board may amend prospectively or retroactively any or all provisions of this Plan or the Adoption Agreement at any time by written instrument identified as an amendment of the Plan, effective as of a specified date. The Administrator may amend prospectively or retroactively any or all administrative or non-substantive provisions of an Adoption Agreement.

(a) The Plan Sponsor may amend any elective provisions of its Adoption Agreement at any time, with an effective date no earlier than the end of the 12-month period following the effective date of the previous Adoption Agreement, to any extent that it may deem advisable without the consent of any Accountholder.

(b) No amendment to the Plan may decrease an Accountholder's Account balance or eliminate an optional form of distribution. Furthermore, no amendment to the Plan may have the effect of decreasing an Accountholder's Vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or the date it becomes effective.

(c) No amendment may, without written consent of the Administrator or Trustee, deprive the Administrator or Trustee, respectively, of any of its exemptions and immunities; nor may such amendment change the duties, responsibilities, rights, or privileges of the Administrator or Trustee or the provisions of any contract. If any amendment by the Plan Sponsor affects the rights, duties, responsibilities, or obligations of the Administrator or Trustee hereunder, such amendment may be made only with the consent of the Administrator or Trustee.

(d) If the Plan (including the Adoption Agreement) is amended in any manner deemed unacceptable to a Plan Sponsor, that Plan Sponsor may terminate its participation in the Plan in accordance with Section 11.2. If the Plan Sponsor gives notice of such termination within 30 days after it learns of a Plan amendment that it deems unacceptable, then either:

(i) the Administrator may withdraw or revise such amendment or re-amend the Plan so that the unacceptable elements of such amendment will not become effective as to such Plan Sponsor, or

(ii) the Plan Sponsor's participation in the Plan may terminate on the day before the effective date of such amendment (or the date provided in Section 11.2, if earlier),

at the election of the Administrator (as conveyed to the Plan Sponsor in writing).

11.2 Termination of Plan Participation of a Participating Plan Sponsor. To the extent permitted in accordance with Treasury Regulations, a Plan Sponsor's participation in the Plan may be terminated as follows:

(a) Upon written notice to the Administrator 90 days in advance of the date of such termination, a Plan Sponsor may terminate its participation in the Plan as established with the Administrator. In such a case, unless all Plan Sponsors terminate participation, the Plan will continue in operation as to all non-terminating Plan Sponsors. As a condition precedent to its right to terminate participation in the Plan, a Plan Sponsor must provide written notice of its intent to its Participants 30 days in advance of such written notice to the Administrator, and must provide to the Administrator evidence of such written notice to the affected Participants.

(b) Upon written notice to a Plan Sponsor 90 days in advance of the date of such termination, the Administrator may terminate a Plan Sponsor's participation in the Plan for breach of the Plan's provisions or for late remittance of Contributions to the Administrator. The Plan Sponsor will have the right to correct such noncompliance and continue participation in the Plan if the correction process is completed no later than 30 days before the effective date of termination. In the case of such a termination, the Administrator will provide notice of the termination to affected Accountholders.

(c) Upon written notice to a Plan Sponsor with no advance notice (or on a named date), the Administrator, in its discretion, may terminate a Plan Sponsor's participation in the Plan when such Plan Sponsor ceases to be an organization controlled by or associated with The United Methodist Church or an autonomous affiliated church.

If participation in the Plan by a Plan Sponsor is terminated, the Accounts of the Accountholders related to that Plan Sponsor will remain with the Trustee unless they are merged into another plan in accordance with Section 11.5, the rollover provisions of the Plan, or the provisions of law. Each affected Accountholder will have a 100% Vested interest in his or her Account in accordance with the terms of the Plan as then in effect. The former participating Plan Sponsor will provide timely notice to the Administrator concerning any Accountholder's eligibility to receive benefits under the terms of the Plan. The Trustee will have the responsibility to make distributions of benefits to such Accountholders in accordance with the terms of the Plan as if the Plan had, as then in effect, continued in effect.

11.3 Termination of Plan by the Board of Directors of the General Board or the General Conference.

(a) *Board of Directors.* The Board of Directors of the General Board has the right to terminate the Plan and/or the Trust at any time by giving 90 days advance written notice to all Plan Sponsors. Upon termination of the Plan, the Accounts of Accountholders will be nonforfeitable and either distributed outright or held for distribution in accordance with the terms of the Plan. Termination of the Trust will require a distribution to all Accountholders unless a successor Trust is adopted.

(b) *General Conference.* General Conference has the right to terminate the Plan and/or the Trust at any time in a manner and to the extent not inconsistent with *The Book of Discipline*. Upon termination of the Plan, the Accounts of Accountholders will be nonforfeitable and either distributed outright or held for distribution in accordance with the terms of the Plan. Termination of the Trust will require a distribution to all Accountholders unless a successor Trust is adopted. The assets remaining in the Plan after all obligations of the Plan have been satisfied will be distributed pursuant to action by the General Conference.

11.4 Continuation by a Successor or Purchaser. The Plan and the Trust will not terminate with respect to a Plan Sponsor in the event of dissolution, merger, consolidation or reorganization of the Plan Sponsor or sale by a Plan Sponsor of its entire assets or substantially all of its assets if arrangements are made in writing, with the consent of the Plan Sponsor, between the Plan Sponsor and any successor to the Plan Sponsor or purchaser of all or substantially all of its assets whereby such successor or purchaser will continue the Plan. If such arrangements are made, then such successor or purchaser will be substituted for the Plan Sponsor under the Plan.

11.5 Plan Merger or Consolidation.

(a) If a Plan Sponsor wishes to merge the value of its Participant's Accounts with or into another Code §401(k) plan and remove them from this Plan, the Plan Sponsor must first terminate its participation under this Plan in accordance with Section 11.2. Upon the Plan Sponsor's compliance with the provisions of Section 11.2, the assets held under this Plan allocable to such Participants will be transferred to such other fund only if:

(i) The Trustee agrees to such merger, consolidation, or transfer;

(ii) Each Participant would receive a benefit immediately after the merger, consolidation, or transfer that is equal to or greater than the benefit such Participant would have been entitled to receive immediately before such merger, consolidation, or transfer if this Plan had then terminated; and

(iii) Resolutions of the board of trustees or directors of the Plan Sponsor and the board of trustees or directors of any new or successor employer of all affected Participants authorizes such transfer of assets; provided, the resolutions of any such new or successor employer will include an assumption of all liabilities related to such Participants' inclusion in such new or successor plan. In the case of unincorporated Plan Sponsors or other employers, binding action comparable to resolutions of a board of trustees or directors may be substituted.

(b) The Administrator will direct the Trustee to transfer the aggregate of the value of the Participants' Accounts held by the Trustee to the funding agency or trust for the other plan, as specified by the Plan Sponsor within six months after the

effective date of such consolidation or merger. The Accounts of Accountholders other than Participants will not be transferred, and such Accountholders will retain their Accounts in this Plan.

(c) The Administrator may require a release and indemnity agreement, and any other forms the Administrator may deem necessary, from the Plan Sponsor before any assets held by the Trustee are distributed as provided in this Section.

(d) Any distribution of assets made under this Section may be made in whole or in part in cash, securities, nontransferable annuity contracts, or such other form as the Trustee in its sole discretion may determine, so long as no discrimination in value results.

(e) With the consent of the Trustee, an adopting Plan Sponsor may merge another Church Plan that is a Code §401(k) plan or a Code §403(b) plan into this Plan. The assets of the merged plan will be transferred to the Trustee in the manner prescribed by the Trustee. This Plan will be the surviving plan and all provisions of the Plan and all rules, regulations, interpretations of the Plan will be applied to and will control the provisions of the former plan.

SECTION 12 - GENERAL PROVISIONS

12.1 Rules and Forms. The Administrator will have the authority and responsibility to:

(a) adopt rules, regulations, and policies for the administration of this Plan, in all matters not specifically covered by General Conference legislation or by reasonable implication; and

(b) prescribe such forms and records as are needed for the administration of the Plan.

12.2 Non-Alienation of Benefits. No benefits payable at any time under the Plan will be subject in any manner to alienation, sale, transfer, pledge, attachment, garnishment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber such benefit, whether presently or thereafter payable, will be void. Except as provided in Section 10.12 hereof, no benefit or any fund under the Plan will in any manner be liable for, or subject to, the debts or liabilities of any Accountholder or other person entitled to any benefit.

12.3 Non-Reversion. All amounts contributed to the Plan by a Plan Sponsor are irrevocable contributions except to the extent provided below. The Plan Sponsors have no right, title, or interest in the assets of the Plan or the Trust and no portion of the Trust or the assets of the Plan or interest therein may at any time revert to or be repaid to the Plan Sponsors, except as otherwise provided below:

(a) If a Plan Sponsor or the Administrator submits an application to the Internal Revenue Service not later than the end of the remedial amendment period, as defined for the purpose of Code §401(b), for a determination that the Plan is qualified under Code §§401(a) and 401(k), and the Internal Revenue Service determines that the Plan is not so qualified (or makes some other determination, such as that the Plan is not a Church Plan or is not a multiple employer plan, that the Administrator believes makes the Plan unworkable and so notifies all Plan Sponsors in writing), and either the period for filing an action for a declaratory judgment challenging such determination expires or such an action is filed and is unsuccessful, the Plan will terminate and all Contributions (adjusted for any gains or losses) will be returned to the Plan Sponsors who made them;

(b) Upon termination of the Plan and the allocation and distribution of the funds as provided in Sections 4 and 5 hereof, any monies remaining because of an erroneous computation after the satisfaction of all fixed and contingent liabilities under the Plan may revert to the applicable Plan Sponsor; and

(c) If a contribution is made to the Plan by the Plan Sponsor by a mistake of fact, then such contribution will be returned to the Plan Sponsor (adjusted for any losses, but not for any gains unless permitted under applicable Code provisions and IRS guidance) to the extent permitted under any applicable correction program (such as to restore a situation that existed before an error) if:

(i) the Plan Sponsor sends a written request for its return to the Administrator within one year after the contribution was made, and

(ii) the Plan Sponsor documents such mistake to the satisfaction of the Administrator.

If the amount returned under any provision of this Section represents a Before-Tax Contribution or Roth Contribution, it will be promptly paid by the Plan Sponsor to the appropriate Participant (or his or her Beneficiary).

12.4 Construction. The Plan and each of its provisions will be construed under, and their validity determined by, the laws of the State of Illinois, other than its laws respecting choice of law, to the extent such laws are not preempted by any federal law.

12.5 Limitation of Liability. All benefits hereunder are contingent upon, and payable solely from the assets of the Trust, which derive from such contributions as may be received by the Trustee and the investment results of the Trustee. No financial obligations, other than those that can be met by the contributions actually received and the investment results, reduced by any of the Administrator's or Trustee's expenses or charges against the Trust's assets, will be assumed by the Administrator or the Trustee. To the extent assets of the Plan attributable to a Participant's Accounts have been transferred to a separate dedicated trust, all benefits to which the Participant is entitled under this Plan will be provided only out of such trust and only to the extent the trust is adequate therefor. Neither the Administrator, nor the Trustee, nor their officers, employees, contractors, or agents will personally be responsible or otherwise liable for the payment of any benefits hereunder.

12.6 Alternative Dispute Resolution. If a dispute arises out of or related to the relationship between the Plan Sponsor and the Administrator or Trustee, the parties agree first to try in good faith to settle the dispute by mediation through the American Arbitration Association, or another mediation/arbitration service mutually agreed upon by the parties, before resorting to arbitration. Thereafter, any remaining unresolved controversy or claim arising out of or relating to the relationship between the Plan Sponsor and the Administrator or Trustee will be settled by binding arbitration through the American Arbitration Association, or the other mediation/arbitration service mutually agreed upon by the parties.

(a) The site of the mediation and/or arbitration will be in a city mutually agreed to by the parties.

(b) The laws of the State of Illinois will apply in situations where federal law is not applicable. The applicable rules of the selected arbitration service will apply. If the service allows the parties to choose the number of arbitrators, unless another number is mutually agreed to, any arbitration hereunder will be before at least three arbitrators. The award of the arbitrators, or a majority of them, will be final. Judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

(c) The fees and costs for mediation will be borne equally by the parties. The fees and costs of arbitration will be allocated to the parties by the arbitrators.

12.7 Titles and Headings. The titles and headings of the Sections of this instrument are placed herein for the convenience of reference only, and in the case of any conflicts, the text of this Plan, rather than the titles or headings, will control.

12.8 Number and Gender. Wherever used herein, the singular includes the plural and the plural includes the singular, except where the context requires otherwise. Similarly, the male includes the female and vice versa.

12.9 Uniformed Services Employment and Re-employment Rights Act of 1994. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and Service credit with respect to qualified military service will be provided in accordance with Code §414(u).

12.10 Accountholder Duties. Each person entitled to benefits under the Plan must file with the Administrator and Plan Sponsor from time to time such person's post office address and each change of post office address. Failure to do so may result in the forfeiture of benefits otherwise due hereunder.

12.11 Adequacy of Evidence. Evidence that is required of anyone under this Plan must be executed or presented by proper individuals or parties and may be in the form of certificates, affidavits, documents, or other information that the person acting on such evidence considers pertinent and reliable.

12.12 Notice to Other Parties. A notice mailed first class, postage prepaid, to an Accountholder at his or her last address filed with the Administrator will be binding on the Accountholder for all purposes of the Plan and will be deemed given three business days following the postmark. A claim for benefits, beneficiary designation, or other notice mailed first class, postage prepaid, from an Accountholder to the Administrator will be deemed given three business days following the postmark. Notice may be addressed to the General Board at the following address:

Plan Administrator of the Horizon 401(k) Plan
General Board of Pension and Health Benefits of The United Methodist Church
1901 Chestnut Avenue
Glenview, IL 60025-1604

12.13 Waiver of Notice. Any notice under this Plan may be waived by the person entitled to notice. Waiver of notice in one instance, however, will not be deemed to be a waiver in a later instance.

12.14 Successors. This Plan is binding on the Plan Sponsors, and on all persons entitled to benefits hereunder, and their respective successors, heirs, and legal representatives.

12.15 Severability. If any provision of this Plan is held illegal or invalid for any reason, such illegal or invalid provision will not affect the remaining provisions of the Plan, and the Plan will be construed and enforced as if such illegal or invalid provisions had never been contained in the Plan.

12.16 Supplements. This Plan may be amended from time to time by the Administrator, to address matters applicable to all Plan Sponsors, or by the Administrator and a Plan Sponsor, to address matters applicable only to that Plan Sponsor, to add one or more supplements to the Plan to address special situations not applicable to all Employees, Participants, Former Participants, or other Accountholders. Any such supplement will specify the persons covered and any special rules or benefits related to them. To the extent that any such rules or benefits are in conflict with the general provisions of the Plan, such rules or benefits will supersede the general provisions of the Plan as to the persons covered by the supplement to the extent they are in conflict with such general provisions. Except as otherwise provided in a supplement, all of the provisions of the Plan will apply to the persons covered by the supplement.

12.17 Mandatory Arbitration. Individuals who become or claim to be a Participant or Accountholder in the Plan agree, by electing to make Before-Tax Contributions or Roth Contributions, choosing not to opt out of Automatic Enrollment, or filing any form related to the Plan with the Administrator, to be bound by the mandatory arbitration provisions of this Section, in consideration for the Administrator and Trustee also agreeing to be bound by such provisions. If a claim for benefits or dispute that arises out of or related to the relationship between a Claimant or Accountholder and the Administrator or Trustee is not resolved through the claims and appeals procedures of Section 10.11 once such procedures are fully exhausted, the party that seeks resolution of the matter must make a written request to the other party or parties to have the matter resolved through binding arbitration. Claimants or Accountholders must make such written request within the timeframe set forth under Section 10.11(d) or, for matters not involving a claim for benefits, within one year of the date that the facts giving rise to the dispute arose. If the Administrator or Trustee is making such request to a Claimant or Accountholder, the request must be made within 12 months of discovery of the facts that give rise to the dispute. Such claim for benefits or unresolved controversy or claim arising out of or relating to the relationship between a Claimant or Accountholder and the Administrator or Trustee will be settled by binding arbitration through the American Arbitration Association, or another arbitration service mutually agreed upon by the parties. The abuse of discretion standard of review will be used by the arbitrator(s) in reviewing the dispute and the Administrator's decisions under the claims and appeals procedures of Section 10.11.

(a) The site of the arbitration will be in a city mutually agreed to by the parties.

(b) The laws of the State of Illinois will apply in situations where federal law is not applicable. The applicable rules of the selected arbitration service will apply. If the service allows the parties to choose the number of arbitrators, unless another number is mutually agreed to, any arbitration hereunder will be before three arbitrators. The award of the arbitrators, or a majority of them, will be final.

Judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

(c) The fees and costs of arbitration will be allocated to the parties by the arbitrators.

IN WITNESS WHEREOF, pursuant to authority delegated to the undersigned officer of the General Board by various resolutions of the Board of Directors of the General Board, the foregoing Horizon 401(k) Plan is hereby restated as of January 1, 2021, except where otherwise provided.

By: */s/ Andrew Q. Hendren*
Andrew Q. Hendren
Chief Legal and Governance Officer
General Board of Pension and Health Benefits of
The United Methodist Church, Incorporated in Illinois

Date: 12/15/2021