

**RESTATEMENT OF ASSOCIATION OF UNITY CHURCHES, INC.  
TAX-SHELTERED ANNUITY PLAN**

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**Section 1  
Definition of Terms Used**

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1. “**Account**”: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account under the Plan Trust.

1.2. “**Account Balance**”: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant’s Account under all Accounts, including the Participant’s Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant’s benefit, and any distribution made to the Participant or the Participant’s Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant’s death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3. “**Administrator**”: Association of Unity Churches, Inc.

1.4. “**Annuity Contract**”: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities and that includes payment in the form of an annuity. An account established for a Participant under this Plan and held under the Plan shall be treated as an Annuity Contract under the terms of this Plan since it is a retirement income account as provided in Section 403(b)(9) of the Code and Section 1.403(b)-9 of the Income Tax Regulations.

1.5. “**Beneficiary**”: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Qualified Plan Designation of Beneficiary Form. If a Participant fails to designate a Beneficiary in writing, then the Participant’s beneficiaries, in order, will be:

- (1) the Participant’s then living spouse, or, if not,
- (2) the Participant’s then living issue, per stirpes, or if none
- (3) the personal representatives of the Participant’s estate.

1.6. **“Custodial Account”**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan in the Plan Trust.

1.7. **“Code”**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8. **“Compensation”**: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee’s gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee’s gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan). With respect to a Minister, Compensation shall be subject to the provisions of Code Section 414(e)(5)(D), if applicable.

1.9. **“Disabled” or “Disability”**: A physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders such Participant incapable of continuing usual and customary employment with the Employer. The disability of a Participant shall be determined by a licensed physician chosen by the Administrator. The determination shall be applied uniformly to all Participants.

1.10. **“Elective Deferral” or “Salary Reduction Agreement”**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions, except as provided in Section 2A.

1.11. **“Employee”**: Each full-time Minister or lay employee after completion of 90 days of employment and attainment of age 21 designated by the Employer, or any Related Employer or affiliate of the Association of Unity Churches, Inc. which shall adopt this Plan.

1.12. **“Employer”**: “Employer” means the Association of Unity Churches, Inc. (the “Association”) and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term “Employer” shall include any Related Employer or affiliate of the Association which shall adopt this Plan by executing an Adoption Agreement to participate in this Plan.

1.13. **“Funding Vehicles”**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.14. **“Includible Compensation”**: An Employee’s actual compensation for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the

dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.

1.15. “**Individual Agreement**”: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.16. “**Minister**”: A duly ordained minister of the Association of Unity Churches, Inc. in the exercise of the minister’s ministry, regardless of the source of Compensation.

1.17. “**Participant**”: An individual for whom Elective Deferrals are currently being made, or for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

1.18. “**Plan**”: Association of Unity Churches, Inc. Tax-Sheltered Annuity Plan. The effective date of this Plan as restated is January 1, 2009. The Plan is intended to continue to meet the requirements of a “retirement income account” within the meaning of Section 403(b)(9) of the Code, and is exempt from the provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”) because it is a “church plan” within the meaning of Section 414(e) of the Code and Section 3(33) of ERISA.

1.19. “**Plan year**”: The calendar year.

1.20. “**Related Employer**”: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654. The term also includes any tax-exempt entity which is affiliated with the Association as shown in the official records of the Association. With the consent of the Administrator, a Related Employer must adopt this Plan by executing an Adoption Agreement in writing to participate in this Plan as a Participating Employer.

1.21. “**Severance from Employment**”: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity.

1.22. “**Vendor**”: The provider of an Annuity Contract or Custodial Account. A Vendor must be approved by the Employer to offer an Annuity Contract or a Custodial Account under this Plan.

1.23. “**Valuation Date**”: Each business day.

## Section 2 Participation and Contributions

2.1. **Eligibility.** Each Employee shall be eligible to participate in the Plan as an Eligible Employee and elect to have Elective Deferrals made on his or her behalf hereunder coincident with or next following the first day of the month upon meeting the requirements of Section 1.11 and executing a Salary Reduction Agreement.

2.2. **Compensation Reduction Election.** (a) **General Rule.** An Employee elects to become a Participant by executing an election to reduce his or her Compensation by 1% to 100% (in 1% percent increments) (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis or as provided in Section 2A as designated by the Participant. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's election.

(b) **Employer Contribution.** In addition to the contribution described in Section 2.2, an Employer may contribute to the Fund on behalf of a Participant defined by the Employer as eligible for an Employer Contribution, and any such Employer Contribution may include matching contributions as determined by the applicable Employer. Such an Employer Contribution will be exempt from Section 403(b)(12)(A)(i) of the Code (other than Section 401(a)(17) of the Code) because this is a plan of a church as provided in Section 403(b)(12)(B) of the Code.

2.3. **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4. **Change in Elective Deferrals Election.** An Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator.

2.5. **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred by an Employee's Employer to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

2.6. **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

**Section 2A**  
**Roth Elective Deferrals**

**Section 1. General Application.**

2A.1.1. This Article will apply to contributions beginning on July 1, 2009.

2A.1.2. As of the effective date under section 2A.1.1, the Plan will accept Roth elective deferrals made on behalf of Participants. A Participant's Roth elective deferrals will be allocated to a separate account maintained for such deferrals as described in section 2.

2A.1.3. Unless specifically stated otherwise, Roth elective deferrals will be treated as elective deferrals for all purposes under the Plan.

**Section 2. Separate Accounting.**

2A.2.1. Contributions and withdrawals of Roth elective deferrals will be credited and debited to the Roth elective deferral account maintained for each Participant.

2A.2.2. The Plan will maintain a record of the amount of Roth elective deferrals in each Participant's account.

2A.2.3. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective deferral account and the Participant's other accounts under the Plan.

2A.2.4. No contributions other than Roth elective deferrals and properly attributable earnings will be credited to each Participant's Roth elective deferral account.

**Section 3. Direct Rollovers.**

2A.3.1. A direct rollover of a distribution from a Roth elective deferral account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in § 402A(e)(1) or to a Roth IRA described in § 408A, and only to the extent the rollover is permitted under the rules of § 402(c).

2A.3.2. The Plan will accept a rollover contribution to a Roth elective deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in § 402A(e)(1) and only to the extent the rollover is permitted under the rules of § 402(c).

2A.3.3. The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth elective deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth elective deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than

\$200 during a year. However, eligible rollover distributions from a Participant's Roth elective deferral account are taken into account in determining whether the total amount of the Participant's account balances under the plan exceeds \$1,000 for purposes of mandatory distributions from the plan.

2A.3.4. The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from the Participant's Roth elective deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

2A.3.5 A rollover of an eligible rollover distribution that includes Roth elective deferrals will only be accepted if the Plan Administrator obtains information regarding the Participant's tax basis under section 72 of the Code in the amount rolled over.

2A.3.6 Separate accounts shall be established and maintained for the Participant for any eligible rollover distribution paid to the Plan.

#### **Section 4. Correction of Excess Contributions.**

2A.4.1. In the case of a distribution of excess contributions, an Employee may designate the extent to which the excess amount is composed of pre-tax elective deferrals and Roth elective deferrals but only to the extent such types of deferrals were made for the year.

2A.4.2. If the Employee does not designate which type of elective deferrals are to be distributed, the Plan will distribute pre-tax elective deferrals first.

#### **Section 5. Definition.**

2A.5.1. Roth Elective Deferrals. A Roth elective deferral is an elective deferral that is:

(a) Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the Plan; and

(b) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

**Section 3**  
**Limitations on Amounts Deferred**

3.1. **Basic Annual Limitation**. Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is \$16,500 for 2009, and is adjusted for cost-of-living after 2009 to the extent provided under section 415(d) of the Code.

3.2. **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service**. Because the Employer is a qualified organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

- (a) \$3,000;
- (b) The excess of:
  - (1) \$15,000, over
  - (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
- (c) The excess of:
  - (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over
  - (2) The total Elective Deferrals made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a "qualified employee" means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

3.3. **Age 50 Catch-up Elective Deferral Contributions**. An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is \$5,500 for 2009, and is adjusted for cost-of-living after 2007 to the extent provided under the Code.

3.4. **Coordination**. Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b)

3.5. catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

3.6. **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a § 403(b) plan.

3.7. **Correction of Excess Elective Deferrals.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

3.8. **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

## **Section 3A**

### **Limitations on Annual Additions**

3A.1.1 **General Limitation on Annual Additions.** A Participant cannot receive an allocation for a Limitation Year greater than the Maximum Annual Addition as set forth in section 3A.2.4 below.

3A.1.2 **Aggregation of Section 403(b) Contracts.** All Section 403(b) Annuity Contracts purchased by the Employer (including plans purchased through compensation reduction elections) for the Participant are treated as one section 403(b) Annuity Contract and contributions received under all section 403(b) Annuity Contracts of the Employer will be aggregated for purposes of this Section 3A. For purposes of this section, the term “Annuity Contract” includes Custodial Accounts maintained pursuant to section 403(b) of the Code. Contributions made for a Participant are aggregated to the extent applicable under section 414(b) and (c) (each as modified by section 415(h) of the Code).

3A.1.3 **Aggregation where Participant is in Control of Employer.** If a Participant receives an allocation under an Annuity Contract and such Participant is in control of any employer for a Limitation Year, the Annuity Contract will be considered a defined contribution plan maintained by both the controlled employer and the Participant for such Limitation Year. Accordingly, the Annuity Contract will be aggregated with all defined contribution plans maintained by the controlled employer and the limitations of section 415(c) will be applied in the aggregate to all annual additions allocated to the Participant in the Annuity Contract and all other defined contribution plans of the controlled employer. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of section 414(b) and 414(c) (each as modified by section 415(h) of the Code).

3A.1.4 **Coordination of Limitation on Annual Additions Where Employer Maintains a Section 403(b) Prototype Plan or Participant is in Control of Employer.** The Annual Additions which may be credited to a Participant’s Account under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under section 3A.2.4, reduced by the Annual Additions credited to the Participant’s Account under any section 403(b) prototype plans maintained by the Employer in addition to this Plan and under any defined contribution plans maintained by an employer that is controlled by the Participant, provided in the later case that the Administrator receives sufficient information from the Participant concerning his or her participation in such defined contribution plan. The contributions allocated to the Participant’s Account under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

#### 3A.1.5 **Excess Annual Additions.**

(a) Notwithstanding Section 3 and sections 3A1.1 through 3A1.4, if a participant’s Annual Additions under this Plan, or under this Plan and any section 403(b) prototype plans maintained by the Employer and any defined contribution plans maintained by an employer controlled by the Participant, result in an excess Annual

Addition for a Limitation Year, the excess Annual Addition will be deemed to consist of the Annual Additions last allocated, except Annual Additions to a defined contribution plan maintained by an employer controlled by the Participant will be deemed to have been allocated first.

(b) If an excess Annual Addition was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of a section 403(b) Prototype Plan maintained by the Employer, the excess Annual Addition attributable to this Plan will be the product of:

(i) the total excess Annual Addition allocated as of such date, times

(ii) the ratio of (i) the Annual Additions allocated to the participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the participant for the Limitation Year as of such date under this and all section 403(b) Prototype Plans maintained by the Employer.

(c) Any excess Annual Addition attributable to this Plan will be corrected in the manner described in section 3A.

**3A.1.6 Coordination of Limitation on Annual Additions Where Employer Maintains a Section 403(b) Plan that is Not a Prototype Plan.** If the Participant is covered under another section 403(b) plan maintained by the Employer which is not a section 403(b) Prototype Plan, Annual Additions which may be credited to the Participant's account under this Plan for any Limitation Year will be limited in accordance with sections 3A.1.4 and 3A.1.5 as though the other plan were a section 403(b) Prototype Plan.

**3A.1.7 Correction of Excess Annual Additions.** The portion of the section 403(b) contract that includes the excess Annual Additions attributable to this Plan fails to be a Section 403(b) Annuity Contract and the remaining portion of the contract is a Section 403(b) Annuity Contract. The issuer of the section 403(b) contract that includes the Excess Annual Addition shall maintain a separate account for such Excess Annual Addition for the year of the excess and for each year thereafter. In the case where a Participant is in control of an employer and the Excess Annual Addition needs to be maintained in a separate account under this Plan, the Administrator shall only be required to establish such separate account if it receives sufficient information from the Participant concerning his or her participation in such other defined contribution plan controlled by the Participant.

## **Definitions**

**3A.2.1 Annual Additions.** The sum of the following amounts credited to a Participant's Account for the Limitation Year under this Plan, any other section 403(b) plan of the Employer, or a defined contribution plan maintained by an Employer controlled by the Participant:

(a) Employer contributions;

- (b) Employee contributions; and
- (c) forfeitures, if any.

### 3A.2.2 **Includible Compensation**

(a) “Includible Compensation” for purposes of this Section 3A means an Employee’s compensation received from the Employer that is includible in the Participant’s gross income for Federal income tax purposes (computed without regard to section 911 of the Code relating to United States citizens or residents living abroad) for the most recent period that is a Year of Service. Includible Compensation also includes any elective deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Internal Revenue Code. The amount of Includible Compensation is determined without regard to any community property laws. The amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed \$245,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code for periods after 2009.

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

3A.2.3 **Limitation Year**. The Limitation Year means the Plan Year. However, if the Participant is in control of an Employer pursuant to section 3A.1.3 above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

3A.2.4 **Maximum Annual Additions**. Except for Age 50 Catch up contributions described in Code section 414(v) of the Code, the Annual Addition that may be contributed or allocated to a Participant’s account under the Plan for any Limitation Year shall not exceed the lesser of:

- (a) \$49,000, as adjusted for increases in the cost-of-living under § 415(d) of the Code for periods after 2009, or
- (b) 100 percent of the Participant’s Includible Compensation for the Limitation Year.

3A.2.5 The Includible Compensation limit referred to in 3A.2.4(b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of section 401(h) or section 419A(f)(2) of the Code) which is otherwise treated as an Annual Addition.

3A.2.6 **Section 403(b) Prototype Plan**. A Section 403(b) Prototype Plan means a section 403(b) plan the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.

3A.2.7 **Employer**. Solely for purposes of 3A sections 1 and 2, “Employer” means the employer that has adopted the Plan and any employer required to be aggregated with that employer under section 414(b) and (c) (each as modified by section 415(h)), (m), (o), of the Code and section 1.414(c)-5 of the Treasury Regulations.

## Section 4 Loans

4.1. **Loans.** Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

4.2. **Information Coordination Concerning Loans.** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

4.3. **Maximum Loan Amount.** No loan to a Participant under the Plan may exceed the lesser of:

(a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

## Section 5 Benefit Distributions

5.1. **Benefit Distributions at Severance from Employment or Other Distribution Event.** Except as permitted in the case of excess Elective Deferrals, amounts rolled over into the Plan, a distribution made in the event of hardship, a qualified reservist distribution as defined in section 72(t)(2)(G) of the Code, or termination of the Plan, distributions of Elective Deferrals from a Participant's Account may not be made earlier than the date on which the Participant has a Severance from Employment, dies, becomes disabled (within the meaning of section 72(m)(7) of the Code), or attains age 59-1/2. If a Participant has attained age 60 and has not had a Severance from Employment, such a Participant may elect at any time to receive an in-service distribution from the portion of the Participant's Account attributable to Employer Contributions. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements. Employer Contributions held in an Annuity Contract issued after December 31, 2008, may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes disabled or attains age 60.

5.2. **Small Account Balances.** The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed \$5,000 (determined without regard to any separate account that holds rollover contributions under Section 6.1) and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

5.3. **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations and Section 7A of this Plan.

(a) **Rollover Distributions.** (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

5.4. **Hardship Withdrawals.** (a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship which must be for an immediate and heavy financial need for any of the following reasons:

- (1) medical expenses that would otherwise be income tax deductible (without regard to the 7.5 percent of AGI threshold);
- (2) the costs directly related to the purchase (excluding mortgage payments) of the Participant's principal residence;
- (3) the payment of tuition, related educational fees and room and board for the next twelve months of post-secondary education for the Employee, the Employee's spouse, children or dependents;
- (4) an amount necessary to prevent eviction from the Participant's principal residence or foreclosure on the mortgage of the Participant's principal residence.
- (5) payment for burial or funeral expenses for the Employee's deceased parent, spouse, children or dependents.
- (6) expenses for repair of damage to the Employee's principal residence that would qualify for the casualty loss deduction under Section 165 of the Code (without regard to the 10 percent of AGI threshold).

If applicable under an Individual Agreement, no Elective Deferrals shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to § 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to § 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Vendor shall obtain information from the Employer or other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

**Section 6**  
**Rollovers to the Plan and Transfers**

**6.1. Eligible Rollover Contributions to the Plan.**

(a) **Eligible Rollover Contributions.** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code.

(b) **Eligible Rollover Distribution.** For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) **Separate Accounts.** The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

**6.2. Plan-to-Plan Transfers to the Plan.** (a) At the direction of the Employer, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

### 6.3. **Plan-to-Plan Transfers from the Plan.**

(a) At the direction of the Employer, the Administrator may permit Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

6.4. **Contract and Custodial Account Exchanges.** (a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However,

an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 2 is not permitted.

## Section 7 Investment of Contributions

7.1. **Manner of Investment.** All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts under the Plan. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2. **Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations and this Plan.

7.3. **No Liability.** The Employer assumes no obligation or responsibility to any of its Employees, Participants or Beneficiaries for any act of, or failure to act, on the part of its Administrator (unless the Employer is the Administrator) or the Custodian.

7.4. **Current and Former Vendors.** The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

7.5. **Custodian Selection.** The Association will select the organizations which provide investment funds or constitute the Custodian or Custodians under the Plan. The Association may increase or decrease the list of investment funds or Custodians from time to time.

7.6. **Participant Investment Responsibility.** The Participant has the sole authority and discretion, fully and completely, to select and to direct the investment of all assets in his Account(s) among the available investment Funds. The Participant accepts full and sole responsibility for the success or failure of any selection he makes.

**Section 7A**  
**Minimum Distribution Requirements**

7A1.01 **Effective Date.** The provisions of this Article will apply for purposes of determining required minimum distributions.

**Section 1. General Rules**

7A1.02 **Precedence.** The requirements of this article will take precedence over any inconsistent provisions of the plan.

7A1.03 **Requirements of Treasury Regulations Incorporated.** All distributions required under this article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code, and Section 1.403(b)-3, 11.1 to 11.4 of the Treasury regulations.

**Section 2. Time and Manner of Distribution.**

7A2.01 **Required Beginning Date.** The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date.

7A2.02 **Death of Participant Before Distributions Begin.** If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (a) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70 1/2, if later.
- (b) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.
- (c) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.
- (d) If the participant's surviving spouse is the participant's sole designated beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, this section 6A2.02, other than section 7A2.02(a), will apply as if the surviving spouse were the participant.

For purposes of this section 7A2.02 and section 4, unless section 6A2.02(d) applies, distributions are considered to begin on the participant's required beginning date. If section 7A2.02(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under section 6A2.02(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under section 7A2.02(a)), the date distributions are considered to begin is the date distributions actually commence.

7A2.03 **Forms of Distribution.** Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with sections 3 and 4 of this Section 7A. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.

### **Section 3. Required Minimum Distributions During Participant's Lifetime.**

7A3.01 **Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

- (a) the quotient obtained by dividing the participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's age as of the participant's birthday in the distribution calendar year; or
- (b) if the participant's sole designated beneficiary for the distribution calendar year is the participant's spouse, the quotient obtained by dividing the participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the distribution calendar year.

7A3.02 **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.** Required minimum distributions will be determined under this section 3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the participant's date of death.

**Section 4. Required Minimum Distributions After  
Participant's Death.**

7A4.01 **Death on or After Date Distributions Begin.**

**(A) Participant Survived by Designated Beneficiary.** If the participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's account balance by the longer of the remaining life expectancy of the participant or the remaining life expectancy of the participant's designated beneficiary, determined as follows:

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

(2) If the participant's surviving spouse is the participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(3) If the participant's surviving spouse is not the participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the participant's death, reduced by one for each subsequent year.

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

#### 7A4.02 Death Before Date Distributions Begin.

(A) **Participant Survived by Designated Beneficiary.** If the participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's account balance by the remaining life expectancy of the participant's designated beneficiary, determined as provided in section 7A4.01.

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

(C) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the participant dies before the date distributions begin, the participant's surviving spouse is the participant's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under section 7A2.02(a), this section 7A4.02 will apply as if the surviving spouse were the participant.

#### Section 5. Definitions.

7A5.01 **Designated Beneficiary.** The individual who is designated as the beneficiary under section 1.5 of the plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

7A5.02 **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under section 7A2.02. The required minimum distribution for the participant's first distribution calendar year will be made on or before the participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

7A5.03 **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

7A5.04 **Participant's Account Balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

7A5.05 **Required Beginning Date.** The required beginning date is April 1 of the calendar year following the later of the calendar year in which the participant attains 70 ½ or the calendar year in which the participant retires from the employ of the Employer maintaining this plan.

## **Section 8 Amendment and Plan Termination**

8.1. **Termination of Contributions.** The Association has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Association has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2. **Amendment and Termination.** The Association reserves the authority to amend or terminate this Plan at any time.

8.3. **Distribution upon Termination of the Plan.** The Association may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

## **Section 9 Miscellaneous**

9.1. **Non-Assignability.** Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.2. **Domestic Relation Orders.** Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.3. **IRS Levy.** Notwithstanding Section 9.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4. **Tax Withholding.** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

9.5. **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

9.6. **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

9.7. **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

9.8. **Incorporation of Individual Agreements.** The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

9.9. **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the State of Missouri.

9.10. **Headings.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

9.11. **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the Association of Unity Churches, Inc. has executed this Plan this \_\_\_ day of \_\_\_\_\_, 2009.

ASSOCIATION OF UNITY CHURCHES,  
INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

"EMPLOYER"