

403(b)(9) RETIREMENT PLAN
for
SOUTHERN BAPTIST CHURCHES

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**403(b)(9) RETIREMENT PLAN
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**ARTICLE I
INTRODUCTION**

1.01 **PLAN.**

GuideStone Financial Resources of the Southern Baptist Convention establishes this Plan in order to provide retirement income security to Church Employees. The Plan is intended to be a retirement income account program that satisfies the requirements of section 403(b)(9) of the Internal Revenue Code of 1986, as amended (“Code”) and any Treasury Regulations promulgated thereunder. The Plan is also intended to be a Church Plan as defined in Section 2.06 below.

Each participating Church establishes this Plan for the exclusive benefit of and in order to provide retirement income security to its Employees. Collectively, the Plan is comprised of this document (“Basic Plan Document”), the Trust, and such other list(s), policies or procedures, or written document(s), which, when properly executed or otherwise put into effect, are hereby incorporated by reference and made a part of the Plan as may be necessary or required by law.

This Plan document reflects the terms and conditions that apply with respect to assets held in the Code section 403(b)(9) retirement income account program administered by GuideStone. To the extent that a Church enters into agreements with providers of annuity contracts (as defined in Code section 403(b)(1)) issued by an insurance company qualified to issue annuities in a state, or custodial accounts (as defined in Code section 403(b)(7)) issued by a regulated investment company, or with providers of other retirement income accounts (as defined in Code section 403(b)(9)) that are not administered by GuideStone, the terms of such other agreements shall not alter or apply to the terms of this Plan document or to assets held by the Trustee under this Plan and will not be taken into account as contracts available under the Plan. However, such annuity contracts, custodial accounts, or retirement income accounts are treated as purchased under a single contract for purposes of satisfying the requirements of Code section 403(b) and the related regulations, and for purposes of satisfying the limitations of under Code sections 402(g) and 415.

1.02 **EFFECTIVE DATE.**

(A) The Effective Date for this amended and restated Basic Plan Document is January 1, 2009.

(B) The Effective Date for each participating Church’s plan shall be as follows:

(1) For a participating Church with accumulations under the Plan as of December 31, 2008, the Effective Date of such Church’s plan is January 1, 2009.

(2) For a participating Church with no accumulations under the Plan as of December 31, 2008, the Effective Date of such Church’s plan is the date the initial contribution is deposited to the Plan.

1.03 **APPLICABILITY OF PLAN.**

This Plan is intended as a restated Plan in substitution for, and in amendment of the Southern Baptist Protection Program Church Annuity Plan. The provisions of this Basic Plan Document apply solely to an Employee, a deferred vested Participant or beneficiaries of former Participants who are entitled to receive benefits after the Effective Date set forth in Section 1.02. The rights and benefits of individuals who are receiving benefits pursuant to this Plan as in effect prior to the Effective Date are subject to the terms and conditions of such prior plan.

ARTICLE II DEFINITIONS

2.01 **"Account"** means the separate account(s) that GuideStone maintains under the Plan for a Participant and includes sub-accounts created with respect to the Contributions described in Section 2.09.

2.02 **"Beneficiary"** means the individual(s), or entities, including a trust, charitable organization or estate, which the Plan or a Participant designates and who is or may become entitled to a benefit under the Plan. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until GuideStone has fully distributed to the Beneficiary his/her Plan benefit. A Beneficiary's right to (and GuideStone's duty to provide to the Beneficiary) information and/or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan. A Beneficiary and an alternate payee under a qualified domestic relations order (as defined in Code section 414(p)) may also designate a Beneficiary in the manner provided in Section 8.02.

2.03 **"Church"** means, for purposes of this Plan, any Southern Baptist church as well as an association of Southern Baptist churches, or any other Southern Baptist organization that the State Convention and/or Southern Baptist Convention determines should be treated as a Church for purposes of participation in this Plan. Provided, however, such organization must be a church or qualified church-controlled organization (as defined under Code sections 3121(w)(3)(A) or 3121(w)(3)(B) respectively) and must also be an organization described in Code section 501(c)(3). With respect to a particular Participant, the term "Church" shall refer to the current Church a Participant is serving, either through ministerial service or nonministerial service. An organization shall cease to be a Church when GuideStone receives notice, in accordance with procedures established by GuideStone, that the State Convention no longer determines the organization is to be treated as a Church or it is otherwise determined that such organization is no longer a Church.

2.04 **"Church Contribution"** means contributions made by the Church for a Participant that are not made pursuant to a Salary Reduction Agreement.

2.05 **"Church Contribution Account"** means the separate Account maintained by GuideStone for a Participant that is credited with Church Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

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

2.07 **"Code"** means the Internal Revenue Code of 1986, as amended.

2.08 **"Compensation"** means compensation as determined by the Church in its rules and procedures. If the Church provides in its rules and procedures for Contributions to an Employee who is Disabled, Compensation means the compensation the Employee would have received for the Taxable Year if the Employee was paid at the rate of Compensation paid immediately before becoming Disabled. If the Church provides in its rules and procedures for Contributions to an Employee who has severed employment, Compensation may include post-severance compensation if it is paid within the later of 2½ months after severance from employment or the end of the year in which the severance from employment occurred. In accordance with applicable law and the Treasury Regulations thereunder, the Compensation may include post-severance compensation, as provided by the Church in its rules and procedures, as follows:

Payments for services rendered, which the Church would have paid if employment had continued;

Payment for unused accrued sick leave, vacation pay or other leave, which the Employee could have taken if employment had continued; or

Payment from an unfunded nonqualified deferred compensation plan, to the extent includible in income, if the Employee would have received the payments at the same time actually received if employment had continued.

Unless the Church elects in their rules and procedures to *include* differential wage payments (as defined in Code section 3401(h)(2)), Compensation shall *exclude* such payments. The Plan shall not be treated as failing to meet the requirements of any provision described in Code section 414(u)(1)(c) by reason of any contribution or benefit which is based on the payment of differential wage payments.

If the Church elects in their rules and procedures to include differential wage payment, as defined above, all Employees of the Church performing service in the uniformed services described in Code section 3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code section 3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Church, to make Contributions based on the payments on reasonably equivalent terms (taking into account Code section 410(b)(3), (4), and (5)).

2.09 **"Contributions"** means the contributions made to the Plan, and may include Employer Contributions, Elective Deferrals, Rollover Contributions, Roth Rollover Elective Deferrals, Tax Sheltered Contributions, and Transfer Contributions.

2.10 **"Denominational Service"** means a person's total elapsed time in completed years and months in the paid employment of any church, convention, association of churches or agency that is an organization within the bounds of the Southern Baptist Convention.

2.11 **"Disabled"** or **"Disability"** means a condition under which a Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. An Employee will not be considered to be Disabled unless he/she furnishes proof of the existence of Disability on a form, in a manner, and at such times, as required by GuideStone.

2.12 **"Disability Date"** means the first day of the calendar month during which a Participant becomes Disabled prior to the Participant's Normal Retirement Age.

2.13 **"Early Retirement Age"** means age 55.

2.14 **"Effective Date"** has the meaning set forth in Section 1.02.

2.15 **"Elective Deferrals"** means the contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation pursuant to a Salary Reduction Agreement described in Section 2.42. Elective Deferrals include both Tax Sheltered Contributions and Roth Elective Deferrals. The term "Elective Deferrals" also includes any additional elective contributions made by a Participant who is or will be age 50 or older in a Taxable Year, in accordance with, and subject to, Code section 414(v).

2.16 **"Eligible Church"** means a Church that meets the State Convention's requirements, as determined by the State Convention, for State Convention Contributions. An organization shall cease to be an Eligible Church when GuideStone receives notice from the State Convention, in accordance with procedures established by GuideStone, that the organization no longer meets the State Convention's requirements to be an Eligible Church.

2.17 **"Eligible Nonministerial Participant"** means a Nonministerial Participant who is employed at an Eligible Church and who is certified by the State Convention (in accordance with procedures established by GuideStone) to meet the applicable eligibility criteria for Nonministerial Participants established by the State Convention as indicated on the applicable form filed with GuideStone.

2.18 **"Employee"** means an individual who provides services for the Church, as a common law employee of the Church. Except for purposes of Section 5.03 an individual receiving a differential wage payment (as defined by Code section 3401(h)(2)), is treated as an Employee of the Church.

2.19 **"Employer Contribution"** means any Church Contributions, Special Employer Contributions, State Convention Retirement Contributions and Mission/Church Assistance Fund Contributions made to the Plan in accordance with Section 4.01.

2.20 **"Employer Contribution Account"** means the sum of the sub-accounts maintained for a Participant that are credited with Employer Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

2.21 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

2.22 **"Forfeiture"** means the non-vested portion, if any, of a Participant's Account created as a result of severance from employment by the Participant prior to becoming 100% Vested in the Account.

2.23 **"GuideStone"** means GuideStone Financial Resources of the Southern Baptist Convention or its successor or successors, if any, from time to time. GuideStone is a church benefits board whose authority is based on Code section 414(e), ERISA section 3(33) and Texas Vernon's Civil Statutes article 1407a.

2.24 **"Limited Retirement Benefit"** means the benefit a Participant is permitted to begin to receive from all or a portion of his/her Account(s) upon or following attainment of age 59 ½, but only if all of the Participant's Employer Contribution Account is 100% Vested or would be 100% Vested if severance from employment occurred prior to distribution.

2.25 **"Minister's Housing Allowance"** means the portion of a minister of the gospel's compensation that is eligible to be excluded from income under Code section 107.

2.26 **"Ministerial Participant"** means a Participant who, in accordance with procedures established by GuideStone, is certified by the State Convention in which the person is serving as meeting the State Convention's requirements for ministerial service as indicated on the applicable form filed with GuideStone.

2.27 **"Mission/Church Assistance Fund"** means the Wyndolyn Royster Hollifield Mission/Church Assistance Fund, the endowment fund or funds maintained and administered by GuideStone to help new or small churches to involve their ministers in the Plan.

2.28 **"Mission/Church Assistance Fund Contribution"** means a contribution made on behalf of a Participant from the Mission/Church Assistance Fund.

2.29 **"Mission/Church Assistance Fund Contribution Account"** means a separate Account maintained for a Participant that is credited with Contributions from the Mission/Church Assistance Fund, along with any earnings (or losses) thereon.

2.30 **"Nonministerial Participant"** means any Participant who is not a Ministerial Participant.

2.31 **"Normal Retirement Age"** means age 65.

2.32 **"Participant"** means an eligible person who participates in the Plan in accordance with the provisions of Article III.

2.33 **"Past Service Supplement"** means the part of the Plan document designated as such that contains the provisions concerning the benefits under the program referred to as "Plan A." The Past Service Supplement is a defined benefit plan in effect on September 3, 1982 that meets the requirements of section 251(e)(5) of the Tax Equity and Fiscal Responsibility Act of 1982.

2.34 **"Plan"** means this 403(b)(9) plan established and continued by GuideStone in the form of this Basic Plan Document and Trust and such other list(s), policies or procedures, or written document(s), which, when properly executed or otherwise put into effect, are hereby incorporated by reference and made a part of the Plan as may be necessary or required by law. However, as described in Section 1.01, each participating Church adopts this Plan as a separate plan, independent from the plan of any other participating Church. All section references within the Plan are to sections of this Plan unless the context clearly indicates otherwise.

2.35 **"Plan Year"** means January 1 through December 31 of a calendar year.

2.36 **"Rollover Contribution"** means the amount of cash that the Code permits an eligible Employee or Participant to rollover directly or indirectly to this Plan from an eligible retirement plan

described in Code section 402(c)(8)(B), not including any Roth Rollover Elective Deferrals. This Section 2.36 is not intended to be more or less restrictive than applicable law.

2.37 **"Rollover Contribution Account"** means a separate Account maintained for an Employee or Participant that is credited with Rollover Contributions made by the Employee or Participant, along with any earnings (or losses) thereon.

2.38 **"Roth Elective Deferrals"** means a Participant's Elective Deferrals that are includible in the Participant's gross income (as defined in the Treasury Regulations) at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his/her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, along with any earnings (or losses) thereon. However, Forfeitures may not be allocated to a Participant's Roth Elective Deferrals Account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth Elective Deferrals that have not been distributed). Roth Elective Deferrals are not considered Tax Paid Contributions for Plan purposes.

2.39 **"Roth Elective Deferrals Account"** means a separate Account maintained for a Participant that is credited with Roth Elective Deferrals made by the Employee or Participant, along with any earnings (or losses) thereon.

2.40 **"Roth Rollover Elective Deferrals"** means the amount of cash that the Code permits an eligible Employee or Participant to rollover directly to this Plan from another Roth elective deferrals account under an applicable retirement plan described in Code section 402A(e)(1).

2.41 **"Roth Rollover Elective Deferrals Account"** means a separate Account maintained for an Employee or Participant that is credited with Roth Rollover Elective Deferrals made by the Employee or Participant, along with any earnings (or losses) thereon.

2.42 **"Salary Reduction Agreement"** means a legally enforceable written agreement between a Participant and the Church that satisfies the requirements of Code section 403(b), and:

(C) by which the Participant elects to take a reduction in taxable compensation not available as of the date of the election and which is contributed by the Church as a Tax Sheltered Contribution to the Participant's Account; or

(D) by which the Participant elects Roth Elective Deferrals that are includible in the Participant's gross income (as defined in the regulations) at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant.

2.43 **"Service"** means a Participant's paid ministerial or nonministerial employment with any and all Churches, and shall be measured by total elapsed time in completed years and months.

2.44 **"Special Employer Contribution"** means a discretionary Employer Contribution made on behalf of an Employee or Participant as determined by the Church and as further described in Section 4.01(C), regardless of whether the Employee or Participant satisfies the eligibility conditions in the Plan.

2.45 **"Special Employer Contribution Account"** means a separate Account maintained for a Participant that is credited with Special Employer Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

2.46 **"Spouse"** means the person of the opposite sex to whom the Participant is married at the relevant time by a religious or civil ceremony effective under the laws of the state in which the marriage was contracted, including a person legally separated but not under a decree of absolute divorce.

2.47 **"State Convention"** means any State Convention within the bounds of the Southern Baptist Convention.

2.48 **"State Convention Retirement Contribution"** means the matching contribution under Section 4.01(D) made by the State Convention on behalf of a Participant.

2.49 **"State Convention Retirement Contribution Account"** means the separate account maintained for a Participant which is credited with State Convention Retirement Contributions made by the State Convention on behalf of a Participant, along with any earnings (or losses) thereon.

2.50 **"Tax Paid Contribution"** means a contribution made by a Participant on an after-tax basis and which is not a Roth Elective Deferral.

2.51 **"Tax Paid Contribution Account"** means a separate Account maintained for a Participant that is credited with Tax Paid Contributions made by the Participant along with any earnings (or losses).

2.52 **"Tax Sheltered Contribution"** means a contribution the Church makes to the Plan, which is not includible in the Participant's gross income at the time deferred and which has been irrevocably designated as a Tax Sheltered Contribution by the Participant in his/her Salary Reduction Agreement.

2.53 **"Tax Sheltered Contribution Account"** means a separate Account maintained for a Participant that is credited with Tax Sheltered Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

2.54 **"Taxable Year"** means January 1 through December 31 of a calendar year.

2.55 **"Transfer"** means the movement of all or a portion of the assets in a Participant's Account from a 403(b) plan to another 403(b) plan of an employer for which the Participant is a current or former employee, or to another 403(b) plan of the Church, if any, or from any contract that is covered under transitional guidance under Revenue Procedure 2007-71. A Transfer is not a rollover and shall be made in accordance with applicable law.

2.56 **"Transfer Contribution"** means amounts transferred to this Plan from another 403(b) plan, which is made in accordance with Section 4.03.

2.57 **"Transfer Contribution Account"** means a separate Account maintained for an Employee or Participant, which is credited with Transfer Contributions made on behalf of the Employee or Participant, along with any earnings (or losses) thereon. Any transferred amounts that are Roth Elective Deferrals or Tax Paid Contributions will be accounted for separately.

2.58 **"Trust"** means the trust arrangement evidenced by the separate document created and established under the Plan to hold the assets of the Plan.

2.59 **"Trustee"** means GuideStone.

2.60 **"Trust Fund"** means the assets of the Plan, along with any earnings (or losses) thereon, from time to time held by the Trustee pursuant to the Trust.

2.61 **"Vested"** means the portion of a Participant's Account that is not subject to a Forfeiture based on a vesting schedule, if any, or as otherwise set forth in Section 4.07.

ARTICLE III
PARTICIPATION IN PLAN

3.01 ELIGIBILITY. Any person who is in Service with a Church as an Employee will be eligible to become a Participant as of the date the Church's eligibility conditions to become a Participant are met. Such person will become a Participant effective when the Participant meets the enrollment requirements as set forth in the rules and procedures established from time to time by the Church or GuideStone. The Church's eligibility conditions and enrollment requirements shall be set forth in written policies, procedures or other documents and are hereby incorporated by reference and made part of the Plan.

3.02 CHANGE IN EMPLOYEE STATUS. A Church determines when a Participant is no longer eligible to participate in the Plan based on written rules and procedures established by the Church from time to time. Such rules and procedures are hereby incorporated by reference and made part of the Plan.

3.03 DURATION OF PARTICIPATION. A person who becomes a Participant will continue to be a Participant for purposes of making or receiving Contributions to the Plan until the person no longer meets the eligibility requirements of the Church or is no longer in Service. A person will continue to be a Participant for purposes of having benefit rights and for purposes of making a Transfer Contribution or Rollover Contribution under the Plan until the person is no longer entitled to receive any benefits under the Plan. In addition, to the extent permitted by law, a person shall continue during Disability to be a Participant for purposes of receiving Church Contributions and State Convention Contributions to the Plan, if the Church or State Convention elects to make such contributions.

3.04 SPECIAL PARTICIPATION RULES. Unless prohibited by law, (1) a former Participant or (2) a Spouse of a deceased Participant who previously had an Account established as a Beneficiary, may make a Transfer Contribution or Rollover Contribution to the Plan under Sections 4.04 or 4.05.

To the extent permitted by law, a Participant may include a former Employee for purposes of Special Employer Contributions, as the Church determines.

**ARTICLE IV
CONTRIBUTIONS/LIMITATIONS**

4.01 EMPLOYER CONTRIBUTION TYPES.

(A) Church Contribution. A Church may make Contributions to the Plan on behalf of a Participant who is in Service with the Church in such amount as the Church may from time to time determine. The Church shall establish the amount of any Church Contributions in written policies, procedures or other documents, which are hereby incorporated by reference and made part of the Plan. Upon receipt by the Trustee, Church Contributions shall be allocated to the Participant's Church Contributions Account.

(B) Mission/Church Assistance Fund Contribution. Contributions may be made to the Plan by the Mission/Church Assistance Fund in accordance with written rules and procedures established from time to time by GuideStone. Such rules and procedures are hereby incorporated by reference and made part of the Plan. Upon receipt by the Trustee, Mission/Church Assistance Fund Contributions shall be allocated to the Participant's Mission/Church Assistance Fund Contributions Account.

(C) Special Employer Contribution. The Plan permits Special Employer Contributions, in such amounts, at such times and for such purposes as determined and documented by the Church in its sole discretion. Such Special Employer Contributions are subject to the following requirements:

(1) Unless otherwise specified by the Church at the time such contributions are made, Special Employer Contributions shall be fully Vested when made to the Plan.

(2) If used for post-termination contributions, Special Employer Contributions shall be fully Vested and shall be made in accordance with, and subject to, the limitations of Code section 403(b)(3), applicable law and Treasury Regulations.

(3) Upon receipt by the Trustee, Special Employer Contributions shall be allocated to the Participant's Special Employer Contributions Account.

(D) State Convention Retirement Contribution. A State Convention Retirement Contribution will be made to the Plan for such persons, in such amounts, at such times and upon such other terms and conditions as may be agreed between GuideStone and each respective State Convention, subject to written rules and procedures established by GuideStone. Such terms and conditions and rules and procedures are hereby incorporated by reference and made part of the Plan. Upon receipt by the Trustee, State Convention Retirement Contributions shall be allocated to the Participant's State Convention Retirement Contributions Account.

Except as may be otherwise required under Section 4.10, if a Church remits make-up contributions under Sections 4.01(A) or 4.02 for prior months for a Participant who has previously participated in the Plan, the State Convention will make-up State Convention Retirement Contributions as provided under this Section 4.01(D) for a maximum of the most recent six calendar months, including the month in which the make-up contributions were received by the Trustee, unless GuideStone and the State Convention agree that contributions may be made up for a longer period as documented by the State Convention in its rules and procedures.

4.02 PARTICIPANT CONTRIBUTION TYPES.

(A) Tax Sheltered Contributions, Roth Elective Deferrals and Tax Paid Contributions. The Church shall elect whether the Plan permits Tax Sheltered Contributions, Roth Elective Deferrals and Tax Paid Contributions to the Plan. Such election shall be made pursuant to written policies, rules or procedures, or such other documents, which are hereby incorporated by reference and made part of the Plan.

(B) Age 50 catch-up Contributions. All Participants who are eligible to make Tax Sheltered Contributions and/or Roth Elective Deferrals under this Plan and who have attained age 50 (or older) before the close of the Plan Year are eligible to make catch-up contributions in accordance with, and

subject to the limitations of, section 414(v) of the Code. Such catch-up contributions will not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code.

4.03 **ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA).**

(A) EACA. If the Church elects in their rules and procedures, then effective as of the date specified, the Church maintains a Plan with automatic enrollment provisions as an EACA. Accordingly, the Plan will satisfy: (1) the “Covered Participants Requirement” described in paragraph (1) below; (2) the “Notice Requirement” described in paragraph (2), and the “Uniformity Requirement” described in paragraph (3).

(1) Covered Participants Requirement. The EACA will apply the Contribution Requirements to all Participants as elected in the Church’s rules and procedures. The Church will indicate whether a Participant making an Affirmative Election will remain a Covered Participant. If a Participant’s Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals.

(2) Notice Requirement. The Church is deemed to provide timely notice if the EACA notice is provided at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year. If: (a) an Employee becomes eligible to make Elective Deferrals in the Plan during an EACA Plan Year but after the Church has provided the annual EACA notice for that Plan Year; or (b) the Church adopts mid-year a new Plan as an EACA, the Church must provide the EACA notice no later than the date the Employee becomes eligible to make Elective Deferrals. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date. The EACA notice must provide comprehensive information regarding the Participant’s rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance. The EACA notice must accurately describe:

- (a)** The amount of Automatic Deferrals that will be made on the Participant’s behalf in the absence of an Affirmative Election;
- (b)** The Participant’s right to elect to have no Elective Deferrals made on his or her behalf or to have a different amount of Elective Deferrals made;
- (c)** The method for investing Automatic Deferrals in the absence of the Participant’s investment instructions; and
- (d)** If elected by the Church in their rules and procedures, the Participant’s right to make a withdrawal of Automatic Deferrals and the procedures for making such a withdrawal.

(3) Uniformity Requirement. To meet the Uniformity Requirement, the Automatic Deferral percentage must be a uniform percentage of Compensation. All Participants in the EACA are subject to Automatic Deferrals, except as otherwise provided in the Church’s rules and procedures. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Church, in its rules and procedures, applies the exceptions to uniformity permitted in Regulations Section 1.401(k)-3(j)(2)(iii), including any of the following provisions:

- (a) Years of participation.** The Automatic Deferral Percentage varies based on the number of Plan years (or partial Plan years) the Participant has participated in the Plan while the Plan has applies EACA provisions;
- (b) No reduction from prior percentage.** The Plan does not reduce a percentage that, immediately prior to the EACA’s effective date, was higher (for any Participant) than the Automatic Deferral Percentage;

(c) **Applying statutory limits.** The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Sections 401(a)(17), 402(g) (determined without regard to Age 50 catch-up Contributions), and 415;

(d) **No deferrals during hardship suspension.** The Plan does not apply the Automatic Deferral during the period of suspension under the Plan's hardship distribution provisions, of the Participant's right to make Elective Deferrals to the Plan following a hardship distribution; or

(e) **Disaggregated groups.** The Plan applies different default percentages to different groups if the groups can be disaggregated under Regulations Section 1.401(k)-1(b)(4) (e.g., collectively bargained employees or different employers in a multiple employer plan).

(B) **EACA permissible withdrawal.** If elected in the Church's rules and procedures, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable earnings) under the provisions of this Section 4.03(B). Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan although no spousal consent is required for an EACA permissible withdrawal.

(1) **Amount.** If a Participant elects a permissible withdrawal under this Section, then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution). The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the refund of excess contributions for a failed actual deferral percentage test.

(2) **Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. For this purpose, EACAs under the Plan are aggregated, except that the mandatory disaggregation rules of Code Section 410(b) apply. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90-day period.

(3) **Affirmative Election to stop Automatic Deferrals.** Unless an alternative Affirmative Election is made, any EACA permissible withdrawal will be treated as an Affirmative Election to stop having Elective Deferrals made to the Plan as of the effective date of the EACA withdrawal election.

(4) **Effective date of the EACA withdrawal election.** The effective date of the permissible withdrawal election (i.e., the payroll period by which Automatic Deferrals must cease) cannot be after the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Elective Deferrals made to the Plan.

(5) **Related matching contributions.** The Church will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching Contributions. If the Church has already allocated matching Contributions to the Participant's Account with respect to deferrals being withdrawn pursuant to this Section, then the matching Contributions, as adjusted for gains and losses, must be forfeited.

(6) **Treatment of withdrawals.** With regard to deferrals withdrawn pursuant to this Section the Church will disregard such deferrals for purposes of the limitation on deferrals under Code Section 402(g).

(C) **Rehired Employees.** An Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

(D) Definitions. The following definitions apply for purpose of this Section 4.03:

(1) Affirmative Election. An Affirmative Election is a Participant's election made after the EACA's effective date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

(2) Automatic Deferral. An Automatic Deferral is an Elective Deferral that the Church automatically will reduce by the Automatic Deferral Percentage elected in the Church's rules and procedures from the Participant's Compensation for each Participant subject to the EACA as specified in the Church's rules and procedures. The Church will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election.

(3) Compensation. Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Elective Deferrals in general.

(4) Automatic Deferral Percentage/Increases. The Automatic Deferral Percentage is the percentage of Automatic Deferral which the Church elects in their rules and procedures (including any scheduled increase to the Automatic Deferral Percentage the Church may elect).

(5) Effective Date of Affirmative Election. A Participant's Affirmative election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he/she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's Participation date and before Compensation to which the Affirmative Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

Effective date of EACA Automatic Deferral. The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election). However, in no event will the Automatic Deferral be effective later than the earlier of (a) the pay date for the second payroll period that begins after the date the EACA safe harbor notice is provided to the Employee, or (b) the first pay date that occurs at least 30 days after the EACA safe harbor notice is provided to the Employee.

4.04 **TRANSFER CONTRIBUTIONS.** Unless otherwise prohibited by applicable law, the Plan permits Transfer Contributions subject to the requirements of this Section 4.04.

(A) Operational administration. The Transfer amount must be transferred directly from a Code section 403(b) plan that is not subject to ERISA, must be 100% Vested, and cannot include any amounts subject to an outstanding plan loan. Further, amounts may be transferred to the Plan on behalf of a Participant (or the Participant's surviving Beneficiary) or former Employee provided that the Transfer is made in accordance with rules and procedures established by GuideStone.

(B) Pre-participation Transfer. An Employee may make Transfer Contributions to the Plan in accordance with this Section 4.04 prior to satisfying the Church's eligibility conditions. An Employee who makes such a pre-participation Transfer does not share in the Plan's allocation of any Employer Contributions and may not make Elective Deferrals or Tax Paid Contributions until the Plan's eligibility conditions in Section 3.01 are met.

(C) Accounting. Transfers to the Plan, not including Automatic Transfers made pursuant to Section 5.11(A), will be allocated to the Participant's Transfer Contribution Account. Automatic Transfers made pursuant to Section 5.11(A) will be allocated to the same Contributions Accounts from which they were transferred.

(D) Continuation of pro rata portion. If the Transfer does not constitute a complete transfer of the Employee's or former Employee's interest in the transferring plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Employee's or former Employee's

interest in the transferor plan (*e.g.*, a pro rata portion of the Employee's or former Employee's interest in any after-tax employee contributions), to the extent that the needed information regarding pro rata portions is provided by the transferring plan.

(E) Distribution Restrictions on Transfer Contributions. To the extent any amount transferred to the Plan is subject to any distribution restrictions required under section 403(b) of the code, the Plan shall impose restrictions on distributions of the assets transferred to the Plan that are not less stringent than those statutory restrictions imposed under the transferred Plan.

4.05 ROLLOVER CONTRIBUTIONS AND ROTH ROLLOVER ELECTIVE DEFERRALS. Unless otherwise prohibited by applicable law, a Participant (or, as applicable, an eligible Employee or former Employee) may make a Rollover Contribution or Roth Rollover Elective Deferral to the Plan. Any Spouse of a deceased Participant entitled to benefits under the Plan may make a Rollover Contribution or Roth Rollover Elective Deferral to the Plan in accordance with Code section 402(c)(9). Rollover Contributions and Roth Rollover Elective Deferrals shall be subject to the following requirements:

(A) Operational Administration. In order to make a Rollover Contribution or Roth Rollover Elective Deferral, a form prescribed by GuideStone must be filed with the Trustee. Before accepting a Rollover Contribution or Roth Rollover Elective Deferral, the Trustee may require a Participant (or eligible Employee or former Employee) or Spouse to furnish satisfactory evidence that the proposed amount of cash is in fact a Rollover Contribution or Roth Rollover Elective Deferral from an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution or Roth Rollover Elective Deferral.

(B) Pre-participation Rollover. An Employee who makes Rollover Contributions or Roth Rollover Elective Deferrals to the Plan prior to satisfying the Church's eligibility conditions shall not share in the Plan's allocation of any Employer Contributions and may not make Elective Deferrals or Tax Paid Contributions until such eligibility conditions are met.

(C) Separate accounting. Rollovers to the Plan will be allocated as rollovers to the Participant's Rollover Contribution Account, Tax Paid Contribution Account, or Roth Rollover Elective Deferrals Account, as applicable.

4.06 TIME OF PAYMENT OF CONTRIBUTIONS. Elective Deferrals and Tax Paid Contributions will be paid to the Trust in accordance with applicable legal and regulatory requirements (but in no event later than is reasonable for the proper administration of the Plan). Employer Contributions, if any, will be paid to the Trust no later than the end of the month following the end of the Plan Year with respect to which the Contributions relate or as soon as reasonably practicable, if later.

4.07 VESTING. All Contributions made to a Participant's Account will be 100% Vested unless the Church elects to apply a Vesting schedule. Any such Vesting schedule must be established in writing and in a manner prescribed by GuideStone, and at such time as permitted by GuideStone, and shall be incorporated by reference and made part of the Plan.

If the Church elects to apply a Vesting schedule, then at all times, all Contributions subject to the Vesting schedule shall be subject to Code section 403(c), and not Code section 403(b), until such time as the Contributions are Vested.

All Elective Deferrals, Tax Paid Contributions, Rollover Contributions and Roth Rollover Elective Deferrals will at all times be 100% Vested and nonforfeitable.

Notwithstanding the foregoing, a Participant will be 100% Vested in all Contributions at death, Disability, termination of the Plan, or termination of service on or after attainment of Normal Retirement Age.

4.08 LIMITS ON CONTRIBUTIONS.

(A) Basic Limit.

(1) The sum of all annual additions, as defined under Code section 415(c), made to this Plan, or any plan required to be aggregated with this Plan under such section, will not exceed the lesser of the annual addition limit from time to time in effect under Code section 415(c)(1)(A) (\$46,000 in 2008), as adjusted for increases in the cost-of-living under Code section 415(d), or 100% of the Participant's includible compensation, within the meaning of Code section 403(b)(3), for the limitation year.

(2) The Participant's Basic Limit for any Plan Year shall not be treated as exceeding the limitation of Section 4.08(A)(1) if contributions on behalf of the Participant meet the requirements of Code section 415(c)(7)(A) and are not in excess of \$10,000. The total amount of contributions with respect to any Participant which may be taken into account for purposes of this Section 4.08(A)(2) for all years may not exceed \$40,000.

(3) In the case of Participant described in Code section 415(c)(7)(B), who is performing services outside the United States, the Basic Limit for any Plan Year shall not be treated as exceeding the limitation of Section 4.08(A)(1) if the contributions with respect to such Participant are not in excess of the greater of \$3,000 or the Participant's includible compensation, as defined under Code section 403(b)(3).

(B) General Limit. The amount of a Participant's elective deferrals for any calendar year (not including any additional elective contributions described under Code section 414(v)) may not exceed the amount permitted under Code section 402(g) (\$15,500 for 2008), adjusted for cost-of-living in accordance with Code section 402(g) for the Taxable Year. For purposes of this Section 4.08, elective deferrals means contributions as defined in Code section 402(g)(3), and Roth contributions as defined in Code section 402A.

(C) Years of Service catch-up limit. A Participant's elective deferral limit under this Section 4.07(B) for any Taxable Year may be increased to the extent permitted by Code section 402(g)(7) to permit an Employee with 15 or more completed years of Denominational Service to make a special Code section 403(b) catch-up contribution equal to the least of:

(1) \$3,000;

(2) The excess of (a) \$15,000 over (b) the total special Code section 403(b) catch-up elective deferrals described in this Section 4.08(C) made for the Employee during prior years of Denominational Service; or

(3) The excess of (a) \$5,000 multiplied by the number of years of Denominational Service over (b) the total elective deferrals made for the Employee during prior years of Denominational Service.

(D) Age 50 catch-up limit. A Participant who is eligible to make Elective Deferrals under this Plan and who has attained age 50 before the close of the Employee's taxable year shall be eligible to make an additional catch-up contribution in accordance with and subject to the limitations of Code section 414(v). The sum of any elective contributions described under Code section 414(v) for a Plan Year may not exceed the contribution limit under Code section 414(v). Code section 414(v) elective contributions are not subject to the annual addition limit under Code section 415(c) or the elective deferral limit under Code section 402(g).

(E) Coordination. Amounts in excess of the limitation under Section 4.08(B) shall be shall be treated first as an amount contributed as a years of Service catch-up limit under Section 4.08(C) and then as an amount contributed as an age 50 catch-up limit under Section 4.08(D).

The limitations set forth in this Section 4.08 will be interpreted and administered in a manner consistent with the Code and applicable law in effect for the relevant Plan Year.

4.09 CORRECTION OF EXCESS CONTRIBUTIONS. To the extent information is provided to GuideStone regarding excess contributions, GuideStone will request the Trustee to correct any

Contributions that exceed any of the limits described in Section 4.08. To the extent GuideStone has the information needed to calculate contribution limitations, GuideStone will advise Participants of any limitation on contributions due to the applicability of Section 4.08.

To the extent that either or both of the contribution limitations under Code sections 415 or 402(g) are violated, the violation will affect only the individual Participant with respect to whom the excess contribution is made and shall not affect any other Participant.

Further, excess annual additions, if any, for a Participant shall be deemed to be maintained at all times in a separate account subject to Code section 403(c) and, while such amounts remain unallocated, the Church shall not be permitted to make additional Employer Contributions to the Plan. The unallocated amounts will be credited as an Employer Contribution in the succeeding year(s). Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code section 415) are exceeded for any Participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2008-50 or any superseding guidance.

(A) Plan aggregation. If the Church and any other organization required to be aggregated with the Church under applicable laws sponsor more than one plan required to be aggregated under Code section 403(b) or 402(g), the Church must aggregate all such plans in determining whether any Participant has excess Contributions.

(B) Individual limitation. If a Participant participates in another plan required to be aggregated under Code section 402(g) administered by a different employer and the Participant makes elective deferrals in excess of the limits in Code section 402(g), GuideStone may correct the excess by making a corrective distribution from this Plan.

(C) Distribution of excess Contributions. To the extent required by applicable law, contributions that exceed the limitations of Section 4.08 will be corrected by refunding the excess Contributions under this Plan, subject to any rules and procedures established by GuideStone and in accordance with applicable law.

(D) Distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Tax Sheltered Contributions and Roth Elective Deferrals, GuideStone operationally may implement an ordering rule procedure for the distribution of excess Contributions (Code section 402(g)), and excess annual additions (Code section 415). Such ordering rules may specify whether the Tax Sheltered Contributions or Roth Elective Deferrals are distributed first, to the extent such type of elective deferrals were made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

Nothing in this Section 4.09 is intended to be more or less restrictive than applicable law.

4.10 PROTECTION OF PERSONS WHO SERVE IN UNIFORMED SERVICE. An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) is eligible for the following Contributions:

(A) An Employee described in this Section 4.10 may elect to make additional Elective Deferrals and/or Tax Paid Contributions upon resumption of employment with the Church equal to the maximum Elective Deferrals and/or Tax Paid Contributions that the Employee could have elected during that period of qualified military service if the Employee's employment with the Church had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals and/or Tax Paid Contributions, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Code section 414(u), this right applies for five years following the resumption of employment (or, if a lesser period of time, for a period equal to three times the period of the interruption or leave).

(B) An Employee described in this Section 4.10 shall be eligible to receive Employer Contributions upon resumption of employment with the Church equal to the amount of Employer Contributions to which such Employee would have been entitled during that period of qualified military service if the Employee's employment with the Church had continued (at the same level of Compensation) without the interruption or leave, reduced by the Employer Contributions, if any, actually made for the Employee during the period or interruption of leave. In addition, to the extent the Employer Contributions are conditioned on Elective Deferrals and/or Tax Paid Contributions, if the Employee makes up the contributions as described in Section 4.10(A), the Church or State Convention, if applicable, will make up any such Employer Contributions.

(C) A State Convention may determine to make State Convention Retirement Contributions for an Employee described in this section 4.10 upon resumption of employment with the Church equal to the amount of State Convention Retirement Contributions to which such Employee would have been entitled during that period of qualified military service if the Employee's employment with the Church had continued (at the same level of Compensation) without the interruption or leave, reduced by the State Convention Retirement Contributions, if any, actually made for the Employee during the period or interruption of leave.

(D) Contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u). If provided in the rules and procedures by the Church, for benefit accrual purposes, the Plan treats an individual who dies or becomes Disabled on or after January 1, 2007 while performing qualified military service (as defined in Code section 414(u)), with respect to the Church as if the individual had resumed employment on the day preceding death or Disability (as the case may be) and terminated employment on the actual date of death or Disability.

(E) Determination of benefits. The Plan will determine the amount of Tax Paid Contributions and the amount of Elective Deferrals of a Participant treated as reemployed under this Section 4.10 for purposes of applying paragraph Code section 414(u)(8)(C) on the basis of the individual's average actual Employee Contributions or Elective Deferrals for the lesser of: (i) the 12-month period of service with the Church immediately prior to qualified military service; or (ii) if service with the Church is less than such 12-month period, the actual length of continuous service with the Church.

4.11 RETURN OF CONTRIBUTIONS. The Church and State Convention, as applicable, contribute to this Plan on the condition that Contributions are not made due to a good faith mistake of fact. If a Contribution is made to the Plan by a good faith mistake of fact, GuideStone, upon request from the Church and/or State Convention, will return to the Church, State Convention or Participant (whichever is applicable as determined by GuideStone) (or allocate to the appropriate Account) the amount of the Contributions along with any earnings (or losses) on account of a good faith mistake of fact.

GuideStone may require the Church or State Convention to furnish whatever evidence GuideStone deems necessary to confirm that the amount the Church or State Convention has requested to be returned is properly returnable under this Section 4.11.

ARTICLE V
DISTRIBUTION OF BENEFITS

5.01 PAYMENT OF ACCOUNT.

(A) **Timing.** At the direction of the Participant's employing Church, GuideStone will make distributions to a Participant who has satisfied the requirements of the applicable Section of this Article V. In no event will GuideStone commence distribution, nor will the Church elect to have the distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 5.06.

(B) **Method of payment.** A Participant may select on the appropriate distribution form a single sum distribution, installment payments, annuity benefit or a combination of these payments. Notwithstanding the foregoing, a Participant who satisfies the requirements of Section 5.04 will receive a single sum distribution. In accordance with rules and procedures by GuideStone, an installment payment or annuity benefit will not be established in a form that provides for a monthly benefit that is less than a minimum amount.

Annuity benefits are provided subject to actuarial determination and other rules and procedures of GuideStone including, without limitation, adjustments to annuity payments. Once annuity benefit payments commence under the Plan, the form of annuity benefit cannot be changed; and a Participant, contingent annuitant or Beneficiary, as applicable, cannot surrender the right to such payments and receive a single sum payment.

(C) **Consent of Spouse.** Notarized consent of a Spouse is required to receive a single sum distribution, installment payments, or an annuity benefit which does not provide at least a 50% surviving Spouse benefit, or make a Transfer out of the Plan. The consent of a Participant's Spouse will be irrevocable. Consent of a Spouse will not be required for a surviving Beneficiary or alternate payee to receive a distribution or a loan (if made available) or make a Transfer out of the Plan. Notwithstanding anything in the Plan to the contrary, the consent of the Participant's Spouse will not be required if the Participant provides GuideStone with a decree of legal separation (unless a qualified domestic relations order provides otherwise) or with evidence satisfactory to GuideStone that the Spouse's consent cannot be obtained.

5.02 DISTRIBUTIONS WHILE IN SERVICE. GuideStone may not distribute to a Participant his/her Account prior to termination of Service, the Participant attaining age 70 ½ or under one of the options listed below:

(A) An in-service distribution. A Participant may receive a distribution of all or a portion of his/her Rollover Contribution Account, Roth Rollover Elective Deferrals Account and Transfer Contribution Account (to the extent permitted under Section 5.12), Tax Paid Contribution Account, and his/her December 31, 1988, Tax Sheltered Contribution Account value; or

(B) A Limited Retirement Benefit.

5.03 LIMITATIONS ON DISTRIBUTIONS. Notwithstanding any other provisions in the Plan to the contrary and to the extent required by applicable law, amounts from the following accounts shall not be distributed unless the Participant attains age 59 ½, is eligible to receive a qualified reservist distribution as defined in Code section 72(t)(2)(G) or has a deemed severance distribution as defined in Code section 414(u)(12)(B)(i), has a severance from employment, dies, becomes Disabled, or incurs a financial hardship in accordance with the requirements of Section 5.04 below:

(1) the Participant's Tax Sheltered Contribution Account made after December 31, 1988, and any earnings thereon; and

(2) the Participant's Roth Elective Deferrals Account.

If a Participant elects a deemed severance distribution (as defined by Code section 414(u)(12)(B)(i)) rather than a qualified reservist distribution (as defined by Code section

72(t)(2)(G)), the Participant shall be prohibited from making Elective Deferrals and/or Tax Paid Contribution under the Plan or any other plan of the Church or any related employer during the six-month period beginning on the date of distribution.

5.04 HARDSHIP DISTRIBUTIONS. A Participant is eligible to receive a hardship distribution. A hardship distribution is limited to the Participant's Tax Sheltered Contributions (not including any earnings thereon), Roth Elective Deferrals (in accordance with applicable law) and, with respect to the Transfer Contribution Account, contributions (not including any earnings thereon) made pursuant to a salary reduction agreement (within the meaning of Code section 402(g)(3)(C) and, if previously held in a Code section 403(b)(7) custodial account, within the meaning of Code section 3121(a)(5)(D)).

(A) Hardship distribution. To the extent not prohibited by applicable law, a financial hardship will be limited to the following situations:

(1) Expenses for (or necessary to obtain) medical care for the Participant, the Participant's Primary Beneficiary, Spouse, children, or dependents that would be deductible under Code section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

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

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

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

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

(6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or

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

Participant's Primary Beneficiary defined. A Participant's "Primary Beneficiary" means an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account balance under the Plan upon the Participant's death. References to a Participant's Primary Beneficiary as mentioned in the above provisions are not effective until January 1, 2010.

(B) Safe harbor – distributions deemed necessary to satisfy financial need. A financial hardship will be deemed to exist only if: (1) the distribution is not in excess of the amount of immediate and heavy financial need of the Participant. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution; and (2) the Participant has obtained all distributions, other than hardship distributions, and all loans currently available under this Plan and all retirement plans of the Church, only to the extent that a loan would not increase the amount of need for the Participant.

(C) Suspension of Contributions by Participant. A Participant will not make salary reduced, after-tax, and/or Roth contributions to any plans (both qualified and nonqualified plans) administered by the Church for six months following a hardship distribution.

(D) Exchange of Information. To the extent that the Church enters into agreements with providers of annuity contracts (as defined in Code section 403(b)(1)) issued by an insurance company qualified to issue annuities in a state, or custodial accounts (as defined in Code section 403(b)(7)) issued by a regulated investment company, or with providers of other retirement income accounts (as defined in Code section 403(b)(9)) that are not administered by GuideStone, the Church shall be responsible for ensuring that the terms of such other agreements provide for the exchange of information among the Church, GuideStone and such other providers to the extent necessary to comply with the requirements of the Code and applicable Treasury Regulations.

Such exchange of information shall include, in the case of a hardship withdrawal under this Section 5.04, the provider notifying the Church of the withdrawal in order for the Church to implement the resulting six-month suspension of the Participant's right to make Elective Deferrals and/or Tax-Paid Contributions under the Plan.

5.05 DISTRIBUTIONS AT TERMINATION FROM SERVICE. A Participant may begin receiving a distribution under the Plan of all or a portion of his/her Vested Account following a termination of Service.

5.06 REQUIRED MINIMUM DISTRIBUTIONS. GuideStone will not distribute the Participant's Account, nor will the Participant elect any distribution of his/her Account, under a method of payment which, as of the Required Beginning Date, does not satisfy the minimum distribution requirements of Code section 401(a)(9) or which is not consistent with applicable law or Treasury Regulations.

(A) General Rules.

(1) **Precedence.** The requirements of this Section 5.06 will take precedence over any inconsistent provisions of the Plan. Except as otherwise indicated herein, the distribution rules in Code section 401(a)(9) will be applied to Code section 403(b) arrangements in accordance with the provisions in section 1.408-8 of the Treasury Regulations for purposes of determining required minimum distributions.

(2) **Requirements of Treasury Regulations incorporated.** All distributions required under this Section 5.06 will be determined and made in accordance with the Treasury regulations under Code section 401(a)(9).

(B) Time and manner of distribution.

(1) **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.

(2) **Death of Participant before distribution begins.** 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) Spouse Designated Beneficiary. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, unless otherwise timely elected, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.

A Participant's surviving Spouse may elect, by September 30 of the calendar year immediately following the calendar year in which the Participant dies, for the entire interest to be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(b) Non-Spouse Designated Beneficiary. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

A Participant's Designated Beneficiary may elect, by September 30 of the calendar year immediately following the calendar year in which the Participant dies, for the entire interest to be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) No Designated Beneficiary. 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) Death of Spouse. 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 5.06(B)(2) other than Section 5.06(B)(2)(a), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 5.06(B) and Section 5.06(D), unless Section 5.06(B)(2)(d) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 5.06(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 5.06(B)(2)(a). If distributions under a lifetime or fixed period benefit, 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 5.06(B)(2)(a)), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of distribution**. Unless the Participant's interest is distributed in the form of a lifetime benefit, fixed period benefit or in a single sum in a manner to satisfy the requirements of Code section 401(a)(9) and the Treasury Regulations, distributions will be made in accordance with Sections 5.06(C) and 5.06(D). If the Participant's interest is distributed in the form of a lifetime or fixed period benefit, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and the Treasury Regulations.

(C) Required minimum distributions during Participant's lifetime.

(1) **Amount of required minimum distribution for each Distribution Calendar Year**. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(a) Uniform Lifetime Table. The quotient obtained by dividing the Participant's Account Balance by the number of the Uniform Lifetime Table set forth in Treasury Regulations section 1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the Distribution Calendar Year; or

(b) Spouse ten years younger than Participant. 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 Treasury Regulations section 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

(2) **Lifetime required minimum distributions continue through year of Participant's death**. Required minimum distributions will be determined under this Section 5.06(C) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

(D) Required minimum distributions after Participant's death.

(1) Death on or after distributions begin.

(a) Participant survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) Participant's Life Expectancy. The Participant's remaining Life Expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(ii) Spouse's Life Expectancy. 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 attained age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(iii) Non-Spouse's Life Expectancy. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar 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 calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the calendar 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 attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) 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 5.06(D)(1).

(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 5.06(B)(2)(a), this Section 5.06(D)(2) will apply as if the surviving Spouse were the Participant.

(E) Temporary Waiver of Minimum Distribution Requirements. In accordance with section 401(a)(9)(H) of the Code, minimum distributions that would have been required but for section 401(a)(9)(H) of the Code ("2009 RMDs"), other than Extended 2009 RMDs, shall be suspended for the 2009 Distribution Calendar Year unless the Participant elects to receive the 2009 RMD. Extended 2009 RMDs shall continue for the 2009 Distribution Calendar Year subject to the Participant's election to stop the distribution that includes the 2009 RMD. For purposes of this Section, "Extended RMDs" includes any distribution that is part of a series of periodic payments of any kind, including those made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years.

Any portion of a 2009 RMD, including an Extended 2009 RMD, made during the 2009 calendar year that is treated as an Eligible Rollover Distribution (ERD) solely because of the application of Code section 401(a)(9)(H) will be treated as an ERD only for purposes of the direct rollover provisions of the Plan, and not for the notice and withholding requirements applicable to ERDs.

In addition, for purposes of determining the fifth anniversary of the Participant's death, the 2009 calendar year shall be disregarded. Notwithstanding any other provision in this Plan to the contrary, future minimum distribution requirements will be administered in accordance with any applicable relief provided by the IRS.

Notwithstanding any other provision in the Plan in accordance with the relief provided in the IRS Notice 2009-82, the Plan will allow a rollover into the Plan of any 2009 RMDs or Extended RMDs which are made after the normal 60-day rollover period so long as the rollover is made no later than November 30, 2009.

(F) Definitions. For purposes of this Section 5.06, the following definitions apply.

(1) **Designated Beneficiary.** The individual who is designated as the Beneficiary under the Plan and is the Designated Beneficiary under Code section 401(a)(9) and Treasury Regulations section 1.401(a)(9)-1, Q&A-4.

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

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

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

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

(iv) The Participant provides GuideStone with a list of all the beneficiaries of the trust, along with a description of the portion of the trust to which they are entitled and any conditions on their entitlement, and certifies, in accordance with the applicable rules, regulations or procedures adopted by GuideStone, that, to the best of

the Participant's knowledge, the list is correct and complete and that all the other requirements listed in subsections (i) through (iii) above have been met; provided, however, the Participant must provide GuideStone with a copy of the trust on request.

If a trust meets the above requirements, the relevant Life Expectancy of the Designated Beneficiary for purposes of calculating distributions under this Section 5.06 shall be the Life Expectancy of the trust beneficiary who has the shortest Life Expectancy. A trust that does not meet the above requirements will be treated as having no Life Expectancy, but still may be named as a Participant's Designated Beneficiary.

(2) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which the distributions are required to begin under Section 5.06(B)(2). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's required beginning date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(3) **Life Expectancy.** Life Expectancy as computed by use of the applicable tables in Treasury Regulations section 1.401(a)(9)-9.

(4) **Participant's Account Balance.** The Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any Contributions made and allocated or Forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any Rollover Contributions, Roth Rollover Elective Deferrals or Transfers to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(5) **Required Beginning Date.** A Participant's Required Beginning Date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 ½, or (2) the calendar year in which the Participant retires or such other date under Code section 401(a)(9) by which required minimum distributions must commence.

5.07 **DISTRIBUTIONS OF SMALL ACCOUNT BALANCES.** In accordance with rules and procedures of GuideStone, a Participant who has terminated Service, and whose Vested Account balance derived from all Contributions is not greater than a specified amount, may, at the direction of GuideStone, receive a distribution of the value of the entire Vested portion of such Account balance and the non-vested portion will be treated as a Forfeiture. Any such distribution shall comply with the requirements of Code section 401(a)(31)(B), if applicable.

5.08 **DEATH BENEFIT.** If the Participant dies before receiving a distribution of all of his/her Account, GuideStone, at the direction of the Participant's Beneficiary, will distribute to the Participant's Beneficiary a single sum distribution, installment payments, annuity benefit or a combination of these payments as selected by the Beneficiary on the appropriate distribution form. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then had a termination of service on account of death.

In no event will GuideStone commence distributions, nor will the Beneficiary elect to have distributions commence, later than the Required Beginning Date as defined under Section 5.06, or under a method that does not satisfy Section 5.06.

5.09 DISABILITY RETIREMENT BENEFIT. A Participant who becomes Disabled is eligible for a disability retirement benefit after satisfying a five-month waiting period that begins on the Participant's Disability Date. A disability retirement benefit will be effective: (1) the first of the month following the month when the five-month waiting period is satisfied; or if later, (2) the date the Participant requests payment of benefits on a form approved by GuideStone.

5.10 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDRO). GuideStone will comply with the terms of a QDRO as defined in Code section 414(p) that is issued with respect to the Plan.

(A) QDRO procedures. GuideStone must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, GuideStone promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, GuideStone will determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of GuideStone's determination. GuideStone will provide notice under this paragraph by mailing to the Participant and each alternate payee's address specified in the domestic relations order. If GuideStone determines the order is a QDRO, GuideStone will assign any amounts in accordance with the QDRO. If GuideStone determines the order not to be a valid QDRO, the parties will be provided 18 months to obtain an amended order to qualify as a valid QDRO. During this 18-month cure period, GuideStone will separately account for amounts awarded to each party. If the parties have not obtained a valid QDRO at the end of the 18-month period (or such additional period as permitted by applicable law), the amounts separately accounted for the benefit of the alternate payee will be restored to the Participant.

(B) Accounting. If any portion of the Participant's Account balance is payable to an alternate payee under the domestic relations order during the period GuideStone is making its determination of the qualified status of the domestic relations order, GuideStone will maintain a separate accounting of the amounts payable. GuideStone may segregate the QDRO amount in a segregated investment account.

(C) Time and method of payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his/her earliest retirement age (as defined under Code section 414(p)) under the Plan. Nothing in this Section 5.10 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit or to receive payment at a time a terminated Participant would not be allowed to receive a distribution.

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the distribution of the benefit has begun or after the Participant's death.

(E) Other QDRO requirements apply. A domestic relations order described in Section 5.10 is subject to the same requirements and protections that apply to QDROs.

GuideStone will make any payments or distributions required under this Section 5.10 by separate benefit checks or other separate distribution to the alternate payee(s).

5.11 TRANSFERS.

(A) Automatic Transfers. A Participant who terminates (or has terminated) employment with his/her employing Church and who is subsequently employed by another Church that sponsors or participates in a Code section 403(b)(9) retirement income account program maintained by

GuideStone, shall have his/her entire Account, if any, automatically transferred to such Code section 403(b)(9) retirement income account program upon commencing employment with such other Church.

In the event a Church (or GuideStone) exercises its rights under Section 10.05 to terminate the Plan, Participants who are former Employees with the terminating Church who: (i) have accumulations in the Plan of the terminating Church and in the Plan of a prior Church or Churches; and (ii) had accumulations from a prior Church transferred to the terminating Church in accordance with this Section 5.11(A); then such Participants will have all Accounts in the Plan with the terminating Church and all State Convention Contributions automatically transferred to the prior Church with which the Participant was most recently employed prior to employment with the terminating Church upon the effective date of the termination.

(B) Discretionary Transfers. To the extent permitted by applicable law, a Participant, or the Participant's Beneficiary (if the Participant is deceased) will be entitled to Transfer all or a portion of his/her Account to a 403(b) plan of another employer at which the Participant is a current or former employee, or to another 403(b) plan of the Church, if any. The Participant or the Participant's Beneficiary may request a Transfer in writing on a form prescribed by GuideStone, provided that an irrevocable annuity benefit option has not commenced with respect to such amounts.

(C) Transfer by Church. To the extent permitted by applicable law and subject to rules and procedures established by GuideStone, a Church may request a Transfer of all Accounts maintained under its Plan to another 403(b) plan that it has established.

(D) Operational administration. There are no limits on the number of Transfers described in paragraphs (A) and (B) that are permitted in a Plan Year, and the restrictions of Code section 403(b)(11) on the distribution of Elective Deferrals do not apply for purposes of Transfers.

5.12 DISTRIBUTION OF ROLLOVER AND TRANSFER CONTRIBUTIONS.

(A) Rollover Contribution Account and Roth Rollover Elective Deferrals Account. GuideStone, at the direction of the Participant's employing Church, will distribute to a Participant all or a portion of the Rollover Contribution Account and Roth Rollover Elective Deferral Account in accordance with applicable law, at any time.

(B) Transfer Contribution Account. A Participant shall be entitled to receive all or a portion of his/her Transfer Contribution Account (not including any portion of such Account that may be attributable to contributions made by Automatic Transfer pursuant to Section 5.11) in accordance with the provisions of this Section 5.12(B). At the direction of the Participant's employing Church, GuideStone will distribute to a Participant:

(1) Following severance from employment, death, or Disability all or a portion of his/her Transfer Contribution Account. For purposes of this Section 5.12(B)(1), a Participant shall be entitled to receive a distribution following severance from employment of only that portion of his/her Transfer Contribution Account attributable to the employer with whom the Employee no longer has an employment relationship; and

(2) All or a portion of his/her Transfer Contribution Account that is attributable to contributions made by a salary reduction agreement (within the meaning of Code section 402(g)(3)(C)), and their earnings made after December 31, 1988, following the Participant's attainment of age 59 ½, eligibility to receive a qualified reservist distribution as defined in Code section 72(t)(2)(G), death, or Disability.

In determining whether a severance from employment has occurred, employment status will be based on the employer that made the employer contributions.

Notwithstanding the foregoing, Transfer Contributions attributable to contributions made by an employer (non-elective contributions) previously held in a Code section 403(b)(7) custodial account may not be distributed unless the Participant attains age 59½, has a severance from employment, dies or becomes Disabled.

5.13 ELIGIBLE ROLLOVER DISTRIBUTIONS.

(A) **Participant election.** A Participant may elect, at the time and in the manner GuideStone prescribes, to have any portion of his/her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving Spouse and the Participant's Spouse or former Spouse who is an alternate payee under a QDRO.

(B) **Rollover and withholding notice.** At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, GuideStone will provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the Participant the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice"). The Participant may waive the notice period by making an affirmative election on the distribution form indicating whether or not he/she wants to make a direct rollover.

(C) **Definitions.** The following definitions apply to this Section:

(1) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Participant, except an Eligible Rollover Distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more; (b) any Code section 401(a)(9) required minimum distribution; (c) any hardship distribution; (d) any other distribution that is not eligible for rollover treatment under Code section 402(c); and (e) any distribution which otherwise would be an Eligible Rollover Distribution, but where the total distributions to the Participant during that Plan Year are reasonably expected to be less than \$200.

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

(2) **Eligible Retirement Plan.** An Eligible Retirement Plan includes any of the following which accepts the Participant's Eligible Rollover Distribution: an individual retirement account described in Code section 408(a), a Roth IRA described in Code section 408A, an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), a qualified plan described in Code section 401(a), an annuity contract (or custodial agreement or retirement income account) described in Code section 403(b), or a governmental 457(b) plan which accepts the Participant's Eligible Rollover Distribution.

(3) **Direct Rollover.** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the recipient. 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 Code section 402A(e)(1) or to a Roth IRA described in Code section 408A, and only to the extent the rollover is permitted under the rules of Code section 402(c).

(D) Nonspouse election. A nonspouse Beneficiary may elect, at the time and in the manner the Church prescribes, to have his/her death benefit distribution from the Plan paid directly to an individual retirement account that has been established on behalf of the nonspouse Beneficiary as an inherited IRA within the meaning of Code section 408(d)(3)(C), specified by such Beneficiary in a Direct Rollover election. If the Participant's named Beneficiary is a trust, the Plan may make a Direct Rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated Beneficiary within the meaning of Code section 401(a)(9)(E) and the applicable regulations.

(E) The Plan will not provide for a Direct Rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferrals 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 Deferrals 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.

5.14 **ORDERING RULES FOR DISTRIBUTIONS.** GuideStone operationally may implement an ordering rule procedure for distributions (including, but not limited to, hardship or other in-service distributions) from a Participant's Accounts attributable to Tax Sheltered Contributions or Roth Elective Deferrals. Such ordering rules may specify whether the Tax Sheltered Contributions or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals will be distributed first.

Such procedure will be contained in a separate written document which is hereby incorporated by reference and made part of the Plan. Furthermore, from time to time, GuideStone may modify such procedure in writing without the necessity of amending this Section 5.14.

ARTICLE VI LOANS

6.01 LOANS.

(A) GuideStone may make loans to Participants and Beneficiaries under the following circumstances:

- (1) Loans will be made available to all Participants and Beneficiaries on a reasonably equivalent basis;
- (2) Loans will not be made available to highly compensated Employees in an amount greater than the amount made available to other Participants and Beneficiaries;
- (3) Loans will bear a reasonable rate of interest;
- (4) Loans will be adequately secured; and
- (5) Loans will provide for periodic repayment over a reasonable period of time.

(B) To the extent that a Church enters into agreements with providers of annuity contracts (as defined in Code section 403(b)(1)), custodial accounts (as defined in Code section 403(b)(7)) or other retirement income accounts (as defined in Code section 403(b)(9)) that are not administered by GuideStone, the Church (or GuideStone in accordance with its rules and procedures), shall take such steps as may be appropriate to ensure that all Plan loans comply with the limitations on loans set forth in Section 6.01(C). Such steps shall include the collection of information from such other providers and the transmission of information required by any other such provider concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Church. The Church (or GuideStone in accordance with its rules and procedures), shall also take such steps as may be appropriate to collect information from such other providers and transmit information to any provider concerning any failure by a Participant to timely repay any loans made to a Participant or any other plan of the Church.

(C) Loans made pursuant to this Section 6.01 (when added to the outstanding balance of all other loans made by the Plan to the Participant) may, in accordance with a uniform and nondiscriminatory policy established by GuideStone, be limited to the lesser of:

- (1) \$50,000 reduced by the excess (if any) of 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 is made, over the outstanding balance of loans from the Plan to the Participant on the date on which such loan was made, or
- (2) One-half (1/2) of the present value of the non-forfeitable accrued benefit of the Participant under the Plan.

For purposes of this limit, all plans of all Churches will be considered one plan.

(D) Loans will provide for level amortization with payments to be made not less frequently than quarterly over a period not to exceed five (5) years. 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 shall provide for periodic repayment over a reasonable period of time that may exceed five (5) years. For this purpose, a "principal residence" has the same meaning as a "principal residence" under Code section 1034. Loan repayments may be suspended under this Plan as permitted under Code section 414(u)(4).

(E) Any loans granted or renewed shall be made pursuant to a Participant loan program established by GuideStone. Such loan program must include, but need not be limited to, the following:

- (1) A procedure for applying for loans;
- (2) The basis on which loans will be approved or denied;
- (3) Limitations, if any, on the types and amounts of loans offered;
- (4) The types of collateral which may secure a Participant loan; and
- (5) 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, when properly executed or otherwise put into effect, is hereby incorporated by reference and made a part of the Plan. Furthermore, such Participant loan program may be modified or amended in writing from time to time without the necessity of amending this Section 6.01.

(F) Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section 6.01, then the loan default will be a distributable event to the extent permitted by the Code and Treasury Regulations.

(G) Notwithstanding anything in this Section 6.01 to the contrary, any loans made prior to the date this amendment and restatement is adopted shall be subject to the terms of the plan in effect at the time such loan was made, unless otherwise agreed to by the Participant.

(H) Loans will be subject to terms, conditions and limitations necessary for administrative convenience and to enable the Plan to comply with applicable law.

**ARTICLE VII
ADMINISTRATION**

7.01 DUTIES OF THE CHURCH. The Church will assume the following duties with respect to the Plan:

- (A) To provide GuideStone and the State Convention with the data necessary to discharge their respective duties under the Plan, including information on any other Code section 403(b) plan or other plan to which the Church is making contributions;
- (B) To provide Employees with information about the Plan;
- (C) To enroll eligible persons in the Plan;
- (D) To remit contributions to GuideStone in a timely fashion in accordance with applicable law;
- (E) To notify the State Convention and/or GuideStone in writing if an election is made to terminate participation in the Plan;
- (F) To notify the State Convention and GuideStone if a Nonministerial Participant becomes an Eligible Nonministerial Participant.
- (G) To check reports made available by GuideStone in connection with the operation of the Plan;
- (H) To the extent the Church enters into agreements with providers of Code section 403(b)(1) annuity contracts, Code section 403(b)(7) custodial accounts, or Code section 403(b)(9) retirement income accounts in addition to GuideStone, to take all actions necessary to ensure overall compliance with the requirements of Code section 403(b); and
- (I) To establish and maintain written rules and procedures and other documentation as specified in this Plan.

7.02 DUTIES OF THE STATE CONVENTION. The State Convention will assume the following duties with respect to the Plan:

- (A) To promote participation in the Plan;
- (B) To remit contributions to GuideStone in a timely fashion in accordance with applicable law;
- (C) To notify GuideStone whether a Southern Baptist organization, other than a Southern Baptist church or association of Southern Baptist churches, should be treated as a Church for purposes of participation in this Plan;
- (D) To notify GuideStone whether a Church is an Eligible Church;
- (E) To notify GuideStone when an organization no longer meets the requirements for participation in the Plan as a Church or Eligible Church;
- (F) To notify GuideStone whether persons enrolled by an Eligible Church are Ministerial Participants or Nonministerial Participants;
- (G) To notify GuideStone whether a Nonministerial Participant is an Eligible Nonministerial Participant; and
- (H) To specify whether it makes State Convention Retirement Contributions for Ministerial Participants or Eligible Nonministerial Participants.

7.03 DUTIES OF GUIDESTONE. GuideStone will assume the following duties with respect to the Plan:

(A) To receive Contributions remitted by the Church, the State Convention and the Participant, except as otherwise provided in Section 10.05(B);

(B) To maintain the Accounts called for by the Plan, and credit the Contributions under the Plan to such Accounts, in accordance with instructions given by the Participant, the Church and State Convention, as appropriate;

(C) To place sums from time to time received from the Church, the State Convention and the Participant with respect to the Plan in the investments, in accordance with instructions received regarding the choice of investment;

(D) To use Contributions made under the Plan, and the earnings thereon, to pay benefits to the Participants entitled thereto, such benefits to be paid in accordance with the particular payment option elected by a Participant, as applicable;

(E) To provide Participants information regarding their rights and obligations under the Plan;

(F) To enroll Churches and Participants in the Plan;

(G) In its sole discretion, to construe and interpret the Plan and to make administrative rules in accordance therewith, and to resolve or otherwise decide matters not specifically covered by the terms and provisions of the Plan;

(H) To determine all questions arising in the administration, interpretation and application of the Plan. Any such determination GuideStone makes is final and binding upon any affected person;

(I) To determine administrative and expense charges and the methods for applying such charges; and

(J) To specify actuarial assumptions and methods for use in determining benefits under the Plan.

7.04 ACCOUNT CHARGED. GuideStone will charge all distributions or Transfers made by a Participant or to his/her Beneficiary, from his/her Account, against such Account when made.

7.05 ALLOCATION OF NET INCOME, GAIN OR LOSS. As necessary, GuideStone will adjust Accounts to reflect net income, gain or loss, if any. GuideStone will continue to allocate net income, gain and loss to a Participant's Account subject to any distributions, until the Account is fully distributed.

7.06 BENEFITS PAYABLE AT OFFICE OF GUIDESTONE. All benefits payable (and installments thereof) hereunder shall be payable at the office of GuideStone in Dallas, Texas.

7.07 CLAIMS PROCEDURE. GuideStone will make all final determinations as to the right of any Participant to benefits under the Plan where such right is the subject of a dispute, controversy or question. Any denial by GuideStone of a claim for benefits under the Plan made on behalf of a Participant or Beneficiary will be stated in writing by GuideStone and will be delivered or mailed to such Participant or Beneficiary. Such notice will set forth the specific reasons for such denial, and will be written to the best of GuideStone's ability in a manner that can be understood by such Participant or Beneficiary without the need for resort to legal or actuarial counsel. In addition, GuideStone will afford any Participant or Beneficiary whose claim for benefits has been denied a reasonable opportunity to appeal for a review of GuideStone's denial of such claim. This appeal must be filed in writing with GuideStone within 60 days after GuideStone has determined that the claim for benefits should be denied. The determination of GuideStone on appeal (or, if not appealed, its initial determination) will be final and binding, unless such determination is found by a court of competent jurisdiction to have been arbitrary and capricious.

7.08 DELEGATION OF AUTHORITY. GuideStone, a State Convention or a Church may authorize any agent or agents to carry out its 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. GuideStone may rely on any certificate, notice or direction, oral, written, or electronic,

purporting to have been signed or communicated on behalf of the State Convention, Church, Participant or others which GuideStone believes to have been signed or communicated by persons authorized to act on behalf of the State Convention, Church, Participant or others, as applicable. GuideStone may request instructions in writing from the State Convention, Church, Participant or others, as applicable, on other matters, and may rely and act thereon. GuideStone may not be held responsible for any loss caused by its acting upon any notice, direction or certification of the State Convention, Church, Participant or others, which GuideStone reasonably believes to be genuine and communicated by an authorized person.

7.09 FACILITY OF PAYMENT. When, in GuideStone's opinion, a person entitled to receive any payment of a benefit under the Plan is under a legal disability or is incapacitated in any way so as to be unable to manage such person's financial affairs, GuideStone may make payments directly to the person, to the person's legal representative, or to a relative or friend of the person to be used exclusively for such person's benefit, or apply any such payment for the benefit of the person in such manner as GuideStone deems advisable. The decision of GuideStone, in each case, will be final, binding, and conclusive upon all persons ever interested hereunder. GuideStone 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 7.09 will completely discharge the obligation for making such payment under the Plan. GuideStone does not have any liability with respect to payments made and GuideStone has no duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

7.10 FEES AND EXPENSES. GuideStone 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 GuideStone's operating expenses.

7.11 INDIVIDUAL ACCOUNTS / RECORDS. GuideStone will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Account under the Plan and to maintain records of its activities.

7.12 LIMITATION ON LIABILITY. Except as specifically required by applicable law, GuideStone will not be liable to any person or entity for any of its acts carried out hereunder in good faith and based upon the information available at the time. Neither GuideStone nor the State Convention shall be liable for the failure of a Church to contribute to this Plan on behalf of its eligible employees. All benefits hereunder are contingent upon and payable solely from Contributions received by GuideStone and investment results of GuideStone. No financial obligations other than those which can be met by the Contributions actually received and the investment results shall be assumed by GuideStone. In addition GuideStone's trustees, officers or employees will not be personally responsible or otherwise liable for the payment of any benefits hereunder.

The Church will not be liable to pay Plan benefits to a Participant in excess of the value of the Participant's Account as GuideStone determines in accordance with the Plan terms. Neither the Church nor GuideStone will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

7.13 MANNER OF PAYMENT OF BENEFITS. Except as provided in Sections 5.06 and 5.07, benefit payments hereunder will not be payable until the Participant, Beneficiary or other applicable person requests commencement of payment on a form approved by GuideStone. Benefits which are payable in a single sum distribution will be paid as soon as administratively feasible in accordance with rules and procedures determined by GuideStone. Unless otherwise provided when the benefit payments are established, benefits which are not payable in a single sum distribution will be payable in monthly installments on the last day of each calendar month or such earlier date as may be established by GuideStone. Such benefits will cease to be paid after the benefit payment for the month in which occurs the date of death of the person then entitled to receive such benefits, or upon such other termination date provided for in the applicable benefit provisions of the Plan.

7.14 MISSING PERSONS. If GuideStone is unable to locate the whereabouts of a Participant (or the Participant's surviving Beneficiary), the Participant's Contributions Accounts shall be treated in a manner determined consistent with Code section 403(b).

7.15 OWNERSHIP. By participating in the Plan, the Church has adopted the Trust attached to the Plan as “Appendix A” to hold the assets of this Plan. The Plan incorporates by reference the provisions of the Trust as if fully set forth herein.

7.16 PARTICIPANT DIRECTION OF INVESTMENT. A Participant will have the right to direct the investment or reinvestment of the assets comprising the Participant’s Account. The Participant's direction under this Section 7.16 is subject to rules and procedures established from time to time by GuideStone, in its sole discretion, including without limitation, rules and procedures concerning the method in which such investment fund direction is given, the frequency of investment fund direction, the effective date of such investment fund direction, minimum amounts or percentages for such investment fund direction, and any other requirements for such investment fund direction established by GuideStone.

7.17 RECORD AND REPORTS. GuideStone may release information, in accordance with rules established by GuideStone, about the Plan and a Participant's participation in the Plan to the Participant, the Participant's Spouse, and their representatives in the event of death, Disability, divorce, or in other appropriate circumstances.

7.18 VALUE OF PARTICIPANT’S ACCOUNT. The value of each Participant’s Account consists of his/her accumulated balance as of each business day of the Plan Year.

ARTICLE VIII
PARTICIPANT ADMINISTRATIVE PROVISIONS

8.01 **ADDRESS FOR NOTIFICATION.** Each Participant and each Beneficiary of a deceased Participant must file with GuideStone from time to time his/her address and any change of address. Any communication, statement or notice addressed to a Participant or Beneficiary at his/her last address filed with GuideStone, or as shown on the records of any applicable Church, binds the Participant or Beneficiary for all purposes of this Plan.

8.02 **BENEFICIARY DESIGNATION.** A Participant may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom GuideStone will pay the Participant's Account in the event of death. GuideStone will prescribe the form for the Participant's written designation of Beneficiary. Upon the Participant's filing the form, the form will revoke all designations filed prior to that date by the same Participant. If the consent of a Participant's spouse is required to be notarized with respect to a particular action under the Plan, any such consent shall be irrevocable. Marriage will revoke a previous Beneficiary designation. For a married Participant, notarized consent of a Spouse is required to name a primary Beneficiary other than the Spouse. In addition, a divorce decree invalidates the Participant's designation, if any, of his/her Spouse as his/her Beneficiary under the Plan. Additionally, the consent of the Participant's Spouse will not be required if the Participant provides GuideStone with a decree of legal separation or with evidence satisfactory to GuideStone that consent cannot be obtained because the Spouse cannot be located.

Upon the Participant's death, a Beneficiary may designate a Beneficiary for the Participant's remaining Account balance. Consent of a spouse will not be required for a surviving Beneficiary or an alternate payee to designate a Beneficiary other than his/her spouse. GuideStone will direct the Trustee as to whom the Trustee will make payment under Section 8.02 and 8.03.

8.03 **NO BENEFICIARY DESIGNATION.** If a Participant fails to name a Beneficiary in accordance with Section 8.02, or if the Beneficiary named by a Participant predeceases the Participant, then GuideStone will pay the Participant's remaining Account in accordance with Article V in the following order of priority, to:

- (A) The Participant's surviving Spouse; or
- (B) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, GuideStone will pay the remaining Account to the Beneficiary's estate.

8.04 **PERSONAL DATA TO GUIDESTONE.** Each Participant and each Beneficiary of a deceased Participant must furnish to GuideStone such evidence, data or information as GuideStone considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by GuideStone, provided GuideStone advises each Participant of the effect of his/her failure to comply with its request.

8.05 **SALARY REDUCTION AGREEMENT.**

(A) **General.** A Participant may elect to make Elective Deferrals on a Salary Reduction Agreement form provided by GuideStone.

(B) **Election timing.** A Participant's Salary Reduction Agreement may not take effect earlier than the first day the Participant executes the Salary Reduction Agreement and will apply only with respect to compensation paid or made available after the effective date of the Salary Reduction Agreement.

(C) **Modification of Salary Reduction Agreement.** A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his/her Salary Reduction Agreement by executing a new Salary Reduction Agreement.

**ARTICLE IX
MISCELLANEOUS**

9.01 ADOPTION OF PLAN.

(A) Adoption by State Convention. Any State Convention which desires to become a party to the Plan by adopting the Plan for the benefit of eligible persons serving within the State Convention will do so by executing a written participation agreement with GuideStone to that effect.

(B) Adoption by Church. If Contributions are made to the Plan by or for a person in paid ministerial or nonministerial service with a Church, the Church will be deemed to have adopted the Plan with respect to such Contributions (and any earnings or losses thereon) and, if requested, will further evidence such adoption in the manner determined by GuideStone from time to time. A Church with accumulations under the Plan as of December 31, 2008 shall be deemed to have adopted the Plan on January 1, 2009; any other Church will be deemed to have adopted the Plan on the date the initial Contribution is remitted to GuideStone.

9.02 APPOINTMENT OF INVESTMENT MANAGER. Notwithstanding anything contained herein to the contrary, GuideStone may segregate any portion or portions of the assets held by GuideStone under the Plan into a separate investment account or investment accounts for bookkeeping purposes. GuideStone may appoint an investment manager or managers to direct the investment and reinvestment of any such investment accounts.

9.03 BENEFIT ADJUSTMENTS. GuideStone will have the authority, exercisable in its sole discretion, to increase annuity benefits in pay status; provided the actuarial soundness of the Plan is not thereby jeopardized.

9.04 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Church, GuideStone, any other employee of the Church, or any agents thereof except as expressly provided by the Plan.

9.05 ERRONEOUS PAYMENTS. If GuideStone makes any payments that, according to the terms of the Plan and the benefits provided hereunder, should not have been made, GuideStone may recover that incorrect payment from the person to whom it was made or from any other appropriate party, by whatever means necessary, whether or not it was made due to the error of GuideStone.

9.06 NO ASSIGNMENT OR ALIENATION. Except as provided in Section 5.10(A), neither a Participant nor a Beneficiary shall have the right to sell, assign, pledge, transfer or otherwise convey or encumber the Participant's or Beneficiary's rights or benefits under the Plan or Trust and GuideStone will not recognize any such attempted anticipation, assignment, or alienation. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

9.07 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form GuideStone specifies or otherwise approves. To the extent permitted by applicable law or Treasury regulations, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

9.08 STATE LAW AND VENUE. The Plan and each of its provisions shall be construed and their validity determined by the laws of the State of Texas as the situs of the Trust.

Any claim or action which shall be brought against GuideStone with respect to any dispute arising under or in connection with this Plan shall be brought and resolved in a court of competent jurisdiction in Dallas, Dallas County, Texas.

9.09 USERRA. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).

9.10 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

9.11 DISASTER RELIEF. Notwithstanding any provision of this Plan to the contrary, contributions, distributions, and loans will be provided in accordance with applicable relief related to disasters for which the IRS provides such disaster relief.

The Trustee may require the Church to furnish whatever evidence the Trustee deems necessary to enable the Trustee to confirm that the Church has requested such benefit be provided under this Section 9.11.

9.12 EXCLUSIVE BENEFIT RULE. Subject to the provisions in Code section 414(p) relating to qualified domestic relations orders, all property and funds of the Plan, along with any earnings (or losses) thereon from investments, will be retained for the exclusive benefit of Participants and their Beneficiaries or the payment of reasonable administrative expenses. For this purpose, assets will be treated as diverted if there is a loan or other extension of credit from assets in the account to a Church. No person will have any interest in, or right to assets in this Plan, except as specifically provided for in this Plan.

ARTICLE X
AMENDMENT, FREEZING, TERMINATION

10.01 AMENDMENT OF PLAN DOCUMENT. GuideStone may amend the Plan from time to time to comply with applicable law or for such other reasons as GuideStone deems necessary or appropriate. No amendment at any time will decrease a Participant's Account or accrued benefits. Subject to amendments required by law, GuideStone will not make any amendment to the Plan that affects the fiduciary or financial obligation of the State Convention or Church without the consent of the State Convention or Church, as applicable.

10.02 DISCONTINUING CONTRIBUTIONS.

(A) State Convention. If at any time a State Convention decides to cease making Contributions to the Plan, all assets in the Church's Plan shall continue to be held by the Trustee. The provisions of the Plan (other than provisions permitting the State Convention to continue making Contributions) shall remain operative until distribution or transfer of all Accounts.

(B) Church Contributions. If at any time a Church decides to cease making Contributions to the Plan, all assets in the Church's Plan shall continue to be held by the Trustee unless and until such Church elects to have all such assets transferred to another 403(b) plan in accordance with the provisions of Section 5.11(C). The provisions of the Plan (other than provisions permitting the Church to continue making Contributions) shall remain operative until distribution or transfer of all Accounts.

10.03 PLAN CONTINUATION BY SUCCESSOR. In the event of the dissolution, merger, consolidation or reorganization of a State Convention or Church, provision may be made for continuation of the Plan by any successor with the consent of GuideStone, provided such successor is a Church. In such event, the successor shall assume the Plan liabilities of the predecessor and have all the powers, duties and responsibilities of the predecessor hereunder.

10.04 PLAN MERGER OR CONSOLIDATION.

(A) In the event GuideStone proposes a merger or consolidation of the Plan with, or transfer in whole or in part of the assets and liabilities held or incurred under the Plan to, any other plan of deferred compensation maintained or to be established for the benefit of all or some of the Participants in the Plan, the assets held under the Plan allocable to such Participants shall be transferred to such other fund only if:

(1) Each Participant would receive a benefit immediately after the merger, consolidation or transfer (in either the Plan or the other plan then terminated) which is equal to or greater than the benefit such Participant would have been entitled to receive immediately before such merger, consolidation or transfer if the plan had then terminated); and

(2) Resolutions of the Board of Trustees of GuideStone or successor employer of all affected Participants shall authorize such transfer of assets; provided, the resolutions of any such new or successor employer shall include an assumption of all liabilities related to such Participant's inclusion in such new or successor plan.

(B) The Trustee will pay all funds held by the Trust for the benefit of Plan Participants to the funding agency specified by GuideStone. In making such payment, the Trustee will determine the current market value of the funds on deposit with respect to the Plan and the Trustee will pay the lesser of the book value or market value of such funds to the alternative funding agency designated by GuideStone in such time and manner as determined by GuideStone in its sole discretion.

(C) Notwithstanding Sections 10.04(A) and 10.04(B), the Trustee, in its sole discretion, may elect to continue the benefits in pay status under the Plan and require that the actuarial equivalent value of assets, as determined by the Trustee in accordance with actuarial tables in use by the Trustee, remain with the Trustee for the payment of such benefits, to the extent that the form of benefit payment requires that the value of the assets be retained by the Trustee.

(D) The Trustee may require a release and indemnity agreement from GuideStone before any assets held by the Trust are distributed as provided in this Section 10.04.

(E) Any distribution of assets made under this subsection 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 shall determine so long as no discrimination in value results.

10.05 TERMINATION OF PLAN.

(A) GuideStone may terminate the Plan at any time in its sole discretion by providing reasonable notice of the termination to State Conventions and participating Churches. In the event of such termination of the Plan, the amounts maintained in accounts of affected Participants shall, unless GuideStone exercises its right pursuant to Section 10.05(D), remain to be used by GuideStone to pay benefits to or on behalf of the affected Participants in accordance with applicable provisions of the Plan.

(B) In accordance with rules and procedures from time to time established by GuideStone, GuideStone may terminate the participation of a Church in the Plan or may refuse to accept further Contributions to the Plan from a Church. In such event, GuideStone may also no longer perform any or all of the administrative duties associated with the operation and maintenance of the Plan with respect to the Church. The Church agrees to take such steps as necessary to establish a new 403(b) plan to which the assets in this Plan shall be transferred.

(C) A participating Church may terminate participation in this Plan upon ceasing all future Contributions to this Plan and providing proper written direction to GuideStone. Upon termination, the Church may direct the Trustees to:

(1) Distribute the Accounts to Participants; provided, however that the Church shall 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; or

(2) Transfer all Accounts to another Code section 403(b) plan in accordance with the provisions of Section 5.11(C).

In the absence of any direction by the Church pursuant to paragraphs (1) or (2), amounts maintained in Accounts of affected Participants shall remain to be used by the Trustee to pay benefits to or on behalf of the affected Participants in accordance with applicable provisions of the Plan

(D) In the event the Plan is terminated under Section 10.05, GuideStone shall, notwithstanding anything in this Plan to the contrary, have the right, in its sole discretion, to make a single sum payment to each affected Participant or Beneficiary with benefit rights under the Plan in lieu of making the benefit payments otherwise provided for herein, thereby fully discharging the Plan and GuideStone of all liability with respect thereto; provided, however, that in the event of such distribution, no Church with respect to which the Plan is terminated shall 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. Notwithstanding any other provision of the Plan, distributions made upon termination of the Plan will be made without Participant or spousal consent. In addition, the Plan will apply the provision of Code section 401(a)(31)(B) when making distributions under this Section of the Plan.

(E) In the event the Plan is terminated under this Section 10.05, the Church and GuideStone agree to share information and take such other steps as may be appropriate to ensure that the Plan complies with the requirements of Code section 403(b) and the applicable regulations, until all accumulations under the Plan are distributed.

(F) In the event the Plan is terminated under this Section 10.05, all accumulations will be 100% vested.

(G) Notwithstanding any other provision of the Plan, distributions made upon termination of the Plan will be made without Participant or spousal consent. In addition, the Plan will apply the provisions of Code section 401(a)(31)(B) when making distributions under this Section of the Plan.

**PAST SERVICE SUPPLEMENT TO THE 403(b)(9) RETIREMENT PLAN FOR SOUTHERN
BAPTIST CHURCHES**

This Past Service Supplement describes the benefits that are attributable to Service prior to January 1, 1988. The Past Service Supplement is sometimes referred to as "Plan A" and benefits payable under the Past Service Supplement are sometimes referred to as "Plan A Formula Benefits" or "Plan A Benefits." The Covered Group shall be entitled to such benefits in accordance with the following provisions:

(1) **DEFINITIONS:**

Whenever used in this Past Service Supplement, capitalized terms shall have the same meaning given them in Article II of the Plan. In addition, the following terms shall have the respective meanings set forth below unless otherwise expressly provided herein, and when the defined meaning is intended the term is capitalized:

- (a) **"Actuarial Equivalent"** means equality in value of the aggregate amounts expected to be received under different forms of payment based on actuarial assumptions from time to time approved by GuideStone.
- (b) **"Contingent Annuitant"** means the person who, under the terms of the form of payment chosen by the Participant, is entitled, after the death of the Participant, to an annuity benefit payable for the life of such person, provided such person survives the Participant.
- (c) **"Covered Group"** means the persons who were entitled to or were receiving a formula benefit under the provisions of the Southern Baptist Protection Program Church Annuity Plan as of December 31, 1987.
- (d) **"Fund A"** (sometimes referred to as "Formula Benefit Fund" or "Defined Benefit Fund") means a fund maintained by GuideStone to pay formula benefits and other benefits payable by GuideStone.
- (e) **"Participant"** means a person in the Covered Group. A person shall remain a Participant for purposes of having benefit rights until the person is no longer entitled to receive any benefits under the Past Service Supplement.

(2) **NORMAL RETIREMENT BENEFITS** Participant shall be eligible for a normal retirement benefit on such Participant's Normal Retirement Date. Payment of a normal retirement benefit shall be in accordance with and subject to the provisions of Section 7.13. The amount of the normal retirement benefit payable monthly for the lifetime of the Participant shall be the formula benefit accrued by the Participant as of December 31, 1987, as determined by GuideStone and as increased by GuideStone from time to time. Such increases shall include, without limitation, increases due to good experience credit, comparative calculations or increases by resolution of GuideStone.

(3) **DELAYED RETIREMENT BENEFITS**. In the event a Participant retires after such Participant's Normal Retirement Date, the amount of the Normal Retirement Benefit determined above shall be increased by three-tenths of 1% for each full month the first retirement benefit payment succeeds the Participant's Normal Retirement Date. Payment of a delayed retirement benefit shall be in accordance with and subject to the provisions of Section 7.13.

(4) **EARLY RETIREMENT BENEFITS**. A Participant shall be eligible for an early retirement benefit on the first day of the month coinciding with or next following the Participant's fifty-fifth birthday and prior to the Participant's Normal Retirement Date. Payment of an early retirement benefit shall be in accordance with and subject to the provisions of Section 7.13. The amount of the early retirement benefit payable monthly for the lifetime of the Participant shall be determined in the same manner as the normal retirement benefit under paragraph (2); provided, however, such amount shall be reduced by four-tenths of 1% for each full month the first early retirement benefit payment precedes the Participant's Normal Retirement Date.

(5) DISABILITY RETIREMENT BENEFITS.

- (a) Any Participant who is receiving a disability retirement benefit under this Past Service Supplement on the effective date of this amendment and restatement shall continue to receive such benefit subject to reexamination of Disability as provided under paragraph (5)(b).
- (b) If a Participant receiving a disability retirement benefit returns to active Service or ceases to be Disabled, the benefit payments shall cease; provided, however, if a Participant returns to active Service or ceases to be Disabled after attaining age 65, the disability retirement benefit shall be continued as the normal retirement benefit. The Participant's Disability may be reexamined at the discretion of GuideStone.

(6) SURVIVING SPOUSE BENEFITS. The Surviving Spouse of a Participant shall receive a benefit, sometimes referred to as the "Surviving Spouse Benefit," as follows:

(a) Surviving Spouse.

- (i) If the Participant dies after entering into an annuity benefit with respect to Plan A Formula Benefits, "Surviving Spouse" shall mean the Spouse, if any, who was married to the Participant at the time the Participant entered into the annuity benefit.
- (ii) If the Participant dies prior to entering into an annuity benefit with respect to Plan A Formula Benefits, "Surviving Spouse" shall mean the Spouse, if any, who was married to the Participant at the time of the Participant's death.

(b) Annuity benefit commencing prior to January 1, 1988. In the event of the death of a Participant who, prior to January 1, 1988, entered into an annuity benefit with respect to the Plan A Formula Benefit, the Surviving Spouse will receive the survivor benefit as established under the provisions of such annuity.

(c) Annuity benefit commencing on or after January 1, 1988. In the event of a Participant who entered into an annuity on or after January 1, 1988 and who dies while receiving an annuity benefit with respect to the Plan A Formula Benefit, the Surviving Spouse, if any, will receive a benefit equivalent to the larger of 50% of:

- (i) The Participant's Normal Retirement Benefit as determined under the provisions of paragraph (2) or
- (ii) The amount of the monthly disability retirement benefit the Participant was receiving under the provisions of paragraph (5), if any.

(d) Death prior to annuity benefit. In the event of a Participant who dies prior to commencement of the Participant's Plan A Formula Benefit, the Surviving Spouse, if any, shall receive a benefit which is the greater of:

- (i) the present value of the Actuarial Equivalent of the Participant's retirement benefit under the provisions of paragraph (2) or paragraph (3) as applicable, determined in accordance with rules and procedures established by GuideStone from time to time or
- (ii) a benefit equivalent to 50% of the amount of the retirement benefit the Participant would have received under the provisions of paragraph (2) or paragraph (3), as applicable, payable monthly for the lifetime of the Surviving Spouse.

Notwithstanding the foregoing, this benefit is subject to any election by the Participant or Surviving Spouse with respect to such benefit under paragraph (11).

(e) Commencement. The Surviving Spouse shall be eligible for the Surviving Spouse Benefit under paragraph (6)(c) as of the last day of the month following the month in

which the Participant dies or shall be eligible for the Surviving Spouse Benefit under paragraph (6)(d) as of the first day of the month in which the Participant dies. Payment of the Surviving Spouse Benefit shall be subject to and in accordance with paragraph (9) and Section 7.13. The amount of the benefit shall be the Actuarial Equivalent of the Surviving Spouse Benefit as of the date the benefit is to commence.

- (7) NON-SPOUSE BENEFICIARY BENEFIT. In the event of a Participant who dies prior to commencement of the Participant's Plan A Formula Benefit who has no Surviving Spouse as defined under paragraph (6)(a), the Participant's Non-Spouse Beneficiary shall receive a benefit in a single sum equal to the present value of the Actuarial Equivalent of the Participant's retirement benefit under the provisions of paragraph (2) or paragraph (3) as applicable, determined in accordance with rules and procedures established by GuideStone from time to time. Payment of this single sum benefit shall be made in accordance with Section 7.13.
- (8) MINIMUM BENEFITS. Notwithstanding the foregoing, when no further benefits are otherwise payable to or on behalf of a Participant under this Past Service Supplement, the excess of the applicable minimum benefit over the total of the benefits paid shall be paid to the Participant's Beneficiary. If no payment of Plan A Formula Benefits to the Participant has commenced, the applicable minimum benefit shall be twice the annual amount determined in the same manner as the normal retirement benefit under paragraph (2) or the delayed retirement benefit under paragraph (3), as applicable. If payment of Plan A Formula Benefits to the Participant has previously commenced, the applicable minimum benefit shall be twice the annual amount of the benefit elected by the Participant. The minimum benefit shall be paid to the Beneficiary in a single sum distribution. Notwithstanding the foregoing, payment of the minimum benefit shall be subject to and in accordance with Section 7.13.
- (9) WITHDRAWALS. Subject to Article V of the Plan, if a Participant is no longer engaged in Service for any reason other than death, Disability or retirement, the Participant, with notarized consent of the Participant's Spouse, if any, is eligible to receive at any time the Actuarial Equivalent of the Participant's accrued formula benefit under the Past Service Supplement, together with the Surviving Spouse Benefit under paragraph (6), if any, in a benefit in accordance with paragraph (12). GuideStone may impose a reasonable administrative charge of not more than 3% of the amount withdrawn, as determined by GuideStone.
- (10) TREATMENT OF BENEFIT AS DEFINED CONTRIBUTION AMOUNT. A Participant shall be eligible at any time, with notarized consent of the Participant's Spouse, if any, to make a one-time irrevocable election to treat the Actuarial Equivalent of the Participant's accrued formula benefit under the Past Service Supplement, calculated as of the date of the Participant's election, together with the Surviving Spouse Benefit under paragraph (6), if any, as a defined contribution amount, and to have such Actuarial Equivalent amount converted to the Participant's Church Contributions Account and Tax Paid Contributions Account, if applicable. Payment of any benefit from, or with respect to, this defined contribution amount shall be governed by and made in accordance with the provisions of paragraph (12).
- (11) BENEFIT APPLICATION.
 - (a) The Participant shall notify GuideStone, on such forms as GuideStone shall require, regarding the form of payment selected and commencement date of a benefit before the commencement date of benefit payments. Payment of benefits shall be subject to and in accordance with Section 7.13.
 - (b) A Participant may elect to receive the Participant's normal retirement benefit, delayed retirement benefit or early retirement benefit, together with the Surviving Spouse Benefit under paragraph (6), if any, in an Actuarial Equivalent benefit payable under paragraph (12). Notwithstanding the foregoing, if, under the benefit option elected by the Participant, the Participant's Spouse (determined on the date the Participant enters into the benefit) would receive a smaller benefit than the Spouse would otherwise receive under paragraph (6) (except for a reduction due merely to the guarantee period elected

under paragraph 12(b)(iii) and/or 12(b)(iv)) or if a Fixed Period Benefit under paragraph 12(b)(v) is elected, then notwithstanding anything herein to the contrary, the notarized consent of the Participant's Spouse shall be required in order for the Participant to elect such form of payment.

- (c) Provided no election has been made under paragraph (11)(b) with respect to the Surviving Spouse Benefit under paragraph (6), the Surviving Spouse may elect to receive the Surviving Spouse Benefit under paragraph (6) in an Actuarial Equivalent benefit payable under paragraph (12).
- (d) Notwithstanding anything herein to the contrary, benefit payment elections must be made with respect to the entire Plan A Formula Benefit; no partial elections are permitted.

(12) **NORMAL AND OPTIONAL FORMS OF RETIREMENT BENEFIT PAYMENT.**

(a) **Normal Forms.**

- (i) **Joint and 50% Surviving Spouse Life Annuity Benefit.** If a Participant is married on the date the Participant's retirement or termination benefits commence, the Participant shall receive an annuity benefit for life, with one-half of the amount of such annuity benefit payable as an annuity benefit for life to the Participant's Spouse (determined as of the date such retirement or termination benefits to the Participant commence) during the time that the Spouse survives the Participant.
- (ii) **Single Life Annuity Benefits.** If a Participant is not married on the date the Participant's retirement or termination benefits commence, the Participant shall receive a single life annuity benefit payable over the Participant's lifetime with no payments after the Participant's death.

(b) **Optional Forms.** In lieu of a benefit payable under the provisions of paragraph (12)(a), a Participant may elect on a form approved by GuideStone to receive an Actuarial Equivalent benefit payable under one of the options described below. If a Participant who is married on the date retirement benefits are to commence elects an optional form of benefit other than a joint life and survivor annuity benefit which provides at least a 50% Surviving Spouse annuity benefit, then the notarized consent of the Participant's Spouse shall be required in order for the Participant to elect such optional form of benefit.

- (i) **Single Life Annuity Benefit.** The Participant shall receive a single life annuity benefit payable over the Participant's lifetime with no payments after the Participant's death.
- (ii) **Joint Life and Survivor Annuity Benefit.** The Participant shall receive an adjusted annuity benefit for the remainder of the Participant's lifetime with a survivor annuity benefit, in an amount elected by the Participant, payable to a Contingent Annuitant (designated by the Participant prior to receipt of the first annuity benefit payment by the Participant) during the time the Contingent Annuitant survives the Participant.

- (iii) **Joint Life and Survivor Ten-Year Certain Annuity Benefit.** The Participant shall receive an adjusted annuity benefit for the remainder of the Participant's lifetime with a survivor annuity benefit, in an amount elected by the Participant, payable to a Contingent Annuitant (designated by the Participant prior to receipt of the first annuity benefit payment by the Participant) during the time the Contingent Annuitant survives the Participant. If, upon the death of both the Participant and the Contingent Annuitant, benefit payments have been made for less than ten years, the contingent benefit payments shall continue to the Beneficiary of the last to die of the Participant or the Contingent Annuitant for the remainder of the ten-year period or, at the election of the Beneficiary, the Actuarial Equivalent of the contingent benefit payments for the remainder of the ten-year period will be distributed to such Beneficiary in a single sum distribution. If such Beneficiary should die prior to the end of the ten-year period, the Actuarial Equivalent of the remaining contingent benefit payments for the remainder of the ten-year period will be made in a single sum distribution to the Beneficiary of such Beneficiary.
 - (iv) **Single Life Ten-Year Certain Annuity Benefit.** The Participant shall receive an annuity benefit for the remainder of the Participant's lifetime with the provision that if, upon the Participant's death, payments have been made to the Participant for less than ten years, payments in the same amount that the Participant was receiving shall continue for the remainder of such ten-year period to the Beneficiary. The Beneficiary may elect, on a form approved by GuideStone, to receive the Actuarial Equivalent of such benefit payments in a single sum distribution. If, upon the death of both the Participant and the Beneficiary, benefit payments have been made for less than the initial ten-year period, the Actuarial Equivalent of the benefit payments for the remainder of the ten-year period will be made in a single sum distribution to the Beneficiary of the last to die of the Participant or the Beneficiary.
 - (v) **Fixed Period Benefit.** The Participant shall receive a fixed period benefit for such fixed period as the Participant may elect on a form approved by GuideStone, including a single period. If a Participant electing this option should die before the fixed period expires, the fixed period benefit payments shall continue to be paid during the remainder of such fixed period to the Beneficiary. The Beneficiary may elect, on a form approved by GuideStone, to receive the Actuarial Equivalent of such benefit payments in a single sum distribution. If the death of both the Participant and the Beneficiary should occur before the expiration of such fixed period, the Actuarial Equivalent of the benefit payments for the remainder of the fixed period will be made in a single sum distribution to the Beneficiary of the last to die of the Participant or the Beneficiary.
 - (vi) **Other Form of Benefits.** A Participant shall receive, subject to the approval of GuideStone in its sole discretion, such other form of benefit as the Participant may elect on a form approved by GuideStone, including without limitation, variations in the guarantee periods under paragraph (12)(b)(iii) and (12)(b)(iv).
 - (vii) **Limitation.** In any instance where a Participant elects an optional form of benefit (other than an option where the Contingent Annuitant or designated Beneficiary is the Participant's Spouse), the option shall be adjusted in a manner determined appropriate by GuideStone, if necessary, so that the periodic benefit payments payable to the Contingent Annuitant or Beneficiary do not exceed the "applicable percentage" of the benefit payments payable to the Participant. The "applicable percentage" shall be the "applicable percentage" determined pursuant to regulations issued by the Secretary of the Treasury under Code Section 401(a)(9).
- (c) **Benefit Form Selection.** Subject to the provisions of Sections 5.06 and 7.13, the Participant, or the Beneficiary, if applicable, shall notify GuideStone, on such forms as

GuideStone shall require, regarding the form of benefit payment selected before the effective date of benefit payments. Once annuity benefit payments commence under the Plan, the form of annuity benefit cannot be changed; and a Participant, Contingent Annuitant or Beneficiary, as applicable, cannot surrender the right to such payments and receive a single sum thereof. Furthermore, a benefit will not be established in a form which provides for a monthly benefit which is less than the minimum amount, if any, established by GuideStone from time to time.

(d) **Prior Payment Form.** The amount and form of payment elected under the provisions of this Plan for a benefit in pay status on the Effective Date of this amendment and restatement of the Plan, shall continue in effect under this amended and restated Plan.

(13) **BENEFIT ADJUSTMENTS.** Should the funds actually contributed to the Plan, including earnings thereon, be actuarially insufficient on the basis of periodic actuarial valuations using reasonable actuarial assumptions and methods, as determined by GuideStone in its sole discretion, to provide the benefits set forth in this Plan, GuideStone will have the right to make adjustments in the benefits payable to the extent necessary, unless sufficient additional funds are made available to GuideStone through additional State Convention contributions. GuideStone will have the authority, exercisable in its sole discretion, to increase the accrual in a given year, the benefit at death, Disability and/or retirement, and/or the benefits in pay status; provided the actuarial soundness of the Plan is not thereby jeopardized.

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