403(b)(9) Retirement Plan

For Southern Baptist Self-Employed Ministers and Chaplains

Effective January 1, 2010
GuideStone’s Ministers and Chaplains Retirement Plan

Self-employed ministers and chaplains who participate in a 403(b)(9) retirement plan must have written documents that describe all material plan provisions. GuideStone provides documentation for your plan.

**Please retain this copy of the 403(b)(9) Retirement Plan.**

For your convenience, we have enclosed your Plan Summary, Adoption Agreement, Basic Plan Document and Trust.

GuideStone Financial Resources has been dedicated to enhancing the financial security of our plan participants for many years. Our employees are highly experienced with church retirement plans and stand ready to help you. If you have questions or need additional assistance, you may reach a customer relations specialist by calling **1-888-98-GUIDE** (1-888-984-8433). You can access these documents any time by visiting our dedicated website at GuideStone.org/planregs.
403(b)(9) Retirement Plan
Plan Summary

Southern Baptist Self-Employed Ministers and Chaplains

January 1, 2009

GuideStone
Financial Resources

Do well. Do right.
Overview

Your retirement plan

This 403(b)(9) Retirement Plan for Self-Employed Ministers and Chaplains is funded by the contributions you make and is available to help you save for your retirement. Details about how the plan works are contained in this summary. While this summary describes the main provisions of the plan, it does not include every detail or limitation. Every attempt has been made to give you accurate and understandable information about the plan. If, however, there is disagreement between this summary and the official plan document, the plan document will control.

Eligibility

How you become a participant of the Plan

Any person who is a Self-Employed Minister whose ministry is deemed to be within the bounds of the Southern Baptist Convention may participate in the plan. A “Self-Employed Minister,” for purposes of this plan, is a self-employed minister of the gospel.

In addition, any person who is a Chaplain whose ministry is within the bounds of the Southern Baptist Convention may be eligible to participate in the plan. A Chaplain for purposes of this plan is:

A minister of the gospel whose employer is:

- a branch of the U.S. Armed Forces; or
- a for-profit organization; or
- a tax-exempt organization but not tax exempt under Code section 501(c)(3); or
- a tax exempt organization under Code section 501(c)(3) with whom the Chaplain does not share common religious bonds or convictions.

Compensation

Compensation for a Self-Employed Minister for purposes of this plan is limited to income earned from your Southern Baptist ministry (i.e., 1099 income).

This earned income can be used only once to support a contribution or benefit under a retirement plan, including this plan. For example, if you would otherwise satisfy the eligibility requirements previously described, but your earned income already serves as a basis for contributions or you are earning accrued benefits under another plan such as a Keogh, the same earned income cannot serve as compensation for this plan. If you have questions about what portion, if any, of your earned income may count as compensation for this plan, contact GuideStone for more information.

Compensation for a Chaplain for purposes of this plan means any compensation that can be taken into account for purposes of Code section 414(e)(5) (i.e., W-2 pay from your employer).
Contributions

Contributions are based on a percentage of your compensation. It is important to remember that any compensation you receive that is used to support contributions or benefits under any other retirement plan may not be used as compensation for this plan.

Tax-Sheltered Contributions

Chaplains may make Tax-Sheltered Contributions at any time if their W-2 employer agrees to reduce their compensation. The advantage of Tax-Sheltered Contributions is that you pay no federal income taxes on the money when it is put into the plan.

Self-Employed Ministers may make Tax-Sheltered Contributions only on a Roth Elective Deferral basis.

Roth Elective Deferrals

The plan allows a Self Employed Minister and a Chaplain to make Roth Elective Deferrals. If you elect to make Roth Elective Deferrals, you must pay current income tax on the money put into the plan. The contributions and, in most cases, the earnings, are not subject to federal income taxes when distributed to you. However, in order for the earnings to be tax free, you must meet certain conditions.

Employer Contributions

As a Self-Employed Minister or Chaplain, your personal after-tax contributions will be treated as Employer Contributions unless you elect to treat them as Roth Elective Deferrals. Your after-tax contributions (those not designated as Roth Elective Deferrals) may be reported as a deduction on your tax return.

Missionary Service Contributions

The plan permits Missionary Service Contributions, which are after-tax Employer Contributions made by the Employer for an eligible Participant who serves as a foreign missionary outside the United States.

Rollover and Transfer Contributions (inbound)

You may be eligible to make a tax-free rollover to the plan from another eligible retirement plan or an IRA. In addition, you may be eligible to make a transfer from another 403(b) plan. IRS rules on rollovers and transfers are complex. Contact GuideStone for more information about making a rollover or transfer to the plan.

Limitations on Contributions

Federal law limits the amount of annual contributions that may be made to the plan. For purposes of calculating the contribution limit for a Self-Employed Minister, includible compensation equals the lesser of the applicable 415 limit or your net earnings from your ministry minus the contributions made to this plan and the deduction for one-half of the self employment tax. Essentially this would result in includible compensation of about 46% of your net earnings from your ministry (including minister’s housing allowance). The contribution limit for a Chaplain is the lesser of 100% of includible compensation or the applicable 415 limit, $49,000 for 2009 (indexed for cost of living).
GuideStone’s website offers general information about annual maximum limits. GuideStone can provide assistance in determining your individual limits. We suggest that you speak with your tax advisor about how the limits apply to you.

**Plan investments**

You may place your contributions (including rollovers and transfers) in any of the investment choices available. A description of the plan investments made available by GuideStone and their performance is available on GuideStone’s website at `GuideStoneRetirement.org/InvestmentChoices`.

You may change the investment of your current account balance and your future contribution allocations in the various plan investments made available by GuideStone by visiting GuideStone’s website, `GuideStone.org`, or by calling **1-888-98-GUIDE** (1-888-984-8433).

**Vesting**

Vesting is the process by which you gain ownership rights to the contributions in your account. Under the provisions of the plan, all contributions made to your retirement account and their earnings are 100% vested to you and are non-forfeitable.

**Distribution of benefits**

Contributions to the plan are intended to stay in the plan until death, disability or retirement. The IRS places restrictions and penalties on early distributions. Because IRS regulations and plan restrictions on distributions can be complex, please contact GuideStone for more information about your benefits and distributions.

You, your surviving spouse or your beneficiary should contact GuideStone if you are eligible for benefits due to disability, death or retirement. Benefits do not begin until a completed application is submitted to GuideStone.

*Note*: Retirees who are ministers may request a designation of retirement benefits as tax-free housing allowance within legal limits.

**Distributions while in-service**

Distributions of Contributions while you are employed are available in limited circumstances. You may receive all or a portion of your Rollover Contribution Account and Transfer Contribution Account, as permitted by law.

Employee Tax-Sheltered Contributions along with Roth Elective Deferrals and their earnings made after December 31, 1988, may not be distributed until you have attained age 59½, have a Severance from Employment, are eligible to receive a qualified reservist distribution, die, become Disabled or incur a financial hardship.

For Employer Contribution Accounts **established prior to January 1, 2009**, all Employer Contributions may be distributed as an in-service distribution.
For Employer Contribution Accounts established on or after January 1, 2009, all Employer Contributions may be distributed as an in-service distribution after you have attained age 55.

**Distributions due to disability**

Disability retirement benefits are available to you after meeting the requirements under the plan regarding the determination of disability. If you need more information about receiving a benefit due to disability, contact GuideStone.

**Distributions due to hardship**

A distribution for financial hardship must meet specific criteria and cannot include earnings. If you receive an in-service distribution due to a financial hardship, you will be unable to make Tax-Sheltered Contributions or Roth Elective Deferrals for six months following the date of distribution. GuideStone can assist you with the hardship distribution process.

**Distributions following death**

If you die with an account balance, your total account balance (contributions and earnings) will be payable to your designated beneficiary. If you are married, your beneficiary is your surviving spouse unless you designate another beneficiary. Generally, in order for a minor to receive a death benefit, a probate court would have to appoint a guardian to receive and administer the property. You may prefer to provide for a minor by establishing a trust in your will (testamentary trust) and naming the trust as your beneficiary. If you need more information about beneficiary designations, contact GuideStone.

**Distributions at severance from employment**

After severance from employment as a Self-Employed Minister or as a Chaplain, you may leave your vested account balance in your plan with GuideStone until a distribution is required by law, or you may begin receiving a benefit from all or a portion of your vested account balance. Any distribution that you take will reduce the retirement resources available to you under the plan in later years. Therefore, you may wish to defer taking distributions from the plan in order to maximize your future retirement benefits.

The IRS requires benefits to begin by April 1 following the later of: 1) the year you reach age 70½ or 2) the year you retire.

If you have funds transferred from another Code section 403(b) plan, please contact GuideStone for information about restrictions on these funds.

**Rollovers and transfers (outbound)**

You may be able to make a tax-free rollover to another eligible retirement plan or to an IRA. In addition, you may be eligible to make a transfer to another 403(b) plan. IRS rules on rollovers and transfers are complex. Contact GuideStone for additional information about making a rollover or transfer from the plan.

**Retirement Income payment options**

Your plan provides you with a variety of retirement income payment options. You may choose from a single sum distribution, annuity payment, systematic withdrawal payments or a combination of these payments.
These options offer varying degrees of retirement income security for you and your family, and it is important that you understand them fully before you make your decision. The amount of your retirement income is determined primarily by the value of your account at the time you retire. The value of your account will depend on the amount of contributions that have been made and their investment earnings. Contact GuideStone to receive a retirement income estimate and brochures that will help you make your decisions.

Miscellaneous

Loans

You may be able to take a loan from the plan. Please contact GuideStone if you have any questions about applying for a loan.

Divorce

In the event of a divorce, your former spouse may be awarded a portion of your account through a special court order called a qualified domestic relations order (QDRO). If you begin divorce proceedings, please contact GuideStone immediately so that we can give you and your attorney information about the effect of divorce on GuideStone retirement accounts and fees that may apply.

Reports

A Participant Account Summary report is available that describes the value of your retirement income account. You have continuous access to these reports by visiting MyGuideStone.GuideStone.org. These reports may also be mailed to your home mailing address. It is important that you let GuideStone know if your mailing address or e-mail address changes.

Ministry Changes

In the event your ministry experiences an organizational or corporate change that might affect your continued eligibility to participate in the plan, please contact GuideStone as soon as possible to discuss the change and your participation.
Contacting GuideStone

After reviewing this summary, if you have questions about your plan, please contact us.

GuideStone Financial Resources
5005 LBJ Freeway, Ste. 2200
Dallas, Texas  75244-6152
1.888.98.GUIDE (1-888-984-8433)
GuideStone.org

This Plan Summary provides a synopsis of your plan. In the event of a conflict or ambiguity, the plan documents will always have precedence and control over the Plan Summary.
403(b)(9) RETIREMENT PLAN
ADOPTION AGREEMENT

for

SOUTHERN BAPTIST
SELF-EMPLOYED MINISTERS AND CHAPLAINS
The Self-Employed Minister or Non Self-Employed Minister (Chaplain) (“Sponsoring Employer”), hereby elects to participate in the 403(b)(9) Retirement Plan for:

Southern Baptist Self-Employed Ministers and Chaplains (“Plan”)

by contributing to or by maintaining accumulations in this Plan. The Plan consists of the current Basic Plan Document, this Adoption Agreement, and the Trust. The provisions of this Adoption Agreement accurately and fully describe the Plan and practice of the Sponsoring Employer with respect to the Plan from and after the Effective Date.

Words that are capitalized in this document are defined terms, which have the same meaning as used in the Basic Plan Document.

EXHIBIT I
DEFINITIONS

EFFECTIVE DATE (2.16).

Initial effective date.

The initial effective date of the Plan is March 1, 1997.

Restated effective date.

The restated effective date of the Plan is January 1, 2009.

The Effective Date for each Sponsoring Employer’s plan shall be as follows:

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

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

COMPENSATION (2.09).

Compensation for purposes of allocating Contributions:

Compensation for a Self-Employed Minister shall mean the Self-Employed Minister’s earned income within the meaning of Code Section 401(c)(2) from the exercise of Southern Baptist ministry. Compensation for a Chaplain shall mean any compensation that can be taken into account for purposes of Code Section 414(e)(5).

Modify the Plan’s definition of Compensation by excluding these items:

For purposes of determining contribution amounts made to the Plan, Compensation used to support contributions to, or benefits provided under, any retirement plan that is not a Church Plan may not be used for determining contribution amounts to this Plan.

TAX SHELTERED CONTRIBUTIONS (2.74).

For purposes of this Plan, a Chaplain may make Tax Sheltered Contributions and/or Roth Elective Deferrals (no tax deduction may be taken for either). A Self-Employed Minister may make Tax Sheltered Contributions only on a Roth Elective Deferral basis, designated as such, and for which no tax deduction is taken.
EXHIBIT II
PARTICIPATION IN PLAN

2.01 ELIGIBILITY

(A) Eligibility for Contributions.

The following exclusions prevent persons from participating in this Plan.

Age exclusions.

N/A. No age exclusions.

Service exclusions.

N/A. No Service requirement exclusions.

Other categories of exclusions.

Employees other than those persons defined as:

A Chaplain. “Chaplain” means an individual within the meaning of Code section 414(e)(5)(A)(i)(II) whose ministry with a non-Church entity is deemed to be within the bounds of the Southern Baptist Convention; or

A Self-Employed Minister. “Self-Employed Minister” means an individual within the meaning of Code section 414(e)(5)(A)(i)(I) whose ministry is within the bounds of the Southern Baptist Convention.

Are excluded from:

Receiving Employer Contributions
Making Tax Paid Contributions
Making Tax Sheltered Contributions

(B) Categories of exclusions for Tax Sheltered Contributions. The right of an Employee to make Tax Sheltered Contributions is subject to the following exclusions:

Tax Sheltered Contributions for Self-Employed Ministers. Self-Employed Ministers are not eligible to make Tax Sheltered Contributions, but are eligible to make Roth Elective Deferrals.

2.02 PLAN ENTRY DATE.

Participation in the Plan for each eligible Employee begins.

The first day on which the Employee meets the Plan’s eligibility requirements.

EXHIBIT III
SERVICE

3.01 VESTING SERVICE.

The method for crediting Service to an Employee for each Year of Vesting Service for purposes of determining Vesting in Employer Contributions if the Plan includes a Vesting schedule:

N/A – 100% Vesting of ALL Contributions.
EXHIBIT IV
CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS.

Non-Matching Contributions.

Form of Non-Matching Contributions.

Flexible schedule. Non-Matching Contributions may be made to all eligible Participants
in an amount or ratio determined by the Employer at its discretion.

Missionary Service Contributions.

Plan provides for Missionary Service Contributions. Missionary Service Contributions
may be made by the Employer for eligible Participants who serve as missionaries outside the
United States.

4.02 PARTICIPANT CONTRIBUTIONS.

Tax Sheltered Contributions.

Plan permits Tax Sheltered Contributions to the Plan.

Tax Sheltered Contributions may be made to the Plan in the dollar or percentage amount by
which each Participant has elected to reduce his/her Compensation, as provided in the
Participant’s Salary Reduction Agreement.

Roth Elective Deferrals.

Plan permits Roth Elective Deferrals to the Plan.

Roth Elective Deferrals may be made to the Plan in the dollar or percentage amount by which
each Participant has elected to reduce his/her Compensation, as provided in the Participant’s
Salary Reduction Agreement.

Tax Paid Contributions.

Plan does NOT permit Tax Paid Contributions to the Plan.

4.03 VESTING SCHEDULE.

100% Vested. Immediately Vested without regard to length of Service.

EXHIBIT V
DISTRIBUTION OF BENEFITS

5.01 METHOD OF PAYMENT OF ACCOUNT. A Participant who is eligible to receive a
distribution under the Plan may request a single sum distribution, installment payment, annuity
benefit or a combination of these payments.

Annuity benefits are provided subject to actuarial determination and other rules and procedures of
GuideStone Financial Resources of the Southern Baptist Convention (GuideStone) including
without limitation adjustments to annuity 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 payment.
5.02 **DISTRIBUTIONS WHILE IN-SERVICE.**

**In-service and hardship distributions are permitted.** A Participant is eligible to receive a distribution prior to the earlier of Severance from Employment or attainment of age 70 ½ from the following Accounts:

A distribution of all or a portion of Participant’s Rollover Contribution Account, and Transfer Contribution Account (in accordance with the Distribution of Rollover and Transfer Contributions provisions of the Basic Plan Document), as permitted by law; and

As permitted below, a distribution of all or a portion of Participant’s Tax Sheltered Contribution Account, Roth Elective Deferrals Account, and Employer Contribution Account.

Regardless of the elections made below, a distribution of all or a portion of a Participant’s Tax Sheltered Contributions and Roth Elective Deferrals and their earnings, made after December 31, 1988, are available for distribution only after the Participant, attains age 59 1/2, has a Severance from Employment, is eligible to receive a qualified reservist distribution, dies, becomes Disabled, or incurs a financial hardship.

In the event, a Participant requests a hardship distribution, such distribution will be limited to all or a portion of the Participant’s a) Tax Sheltered Contributions (without any earnings), b) Roth Elective Deferrals (in accordance with applicable law), c) Transfer Contribution Account, (without any earnings) made pursuant to a Salary Reduction Agreement (within the meaning of Code section 402(g)(3)(C), or if previously held in a Code section 403(b)(7) custodial account, within the meaning of Code section 3121(a)(5)(D)).

**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; (2) the Participant has obtained all distributions, other than hardship distributions, and all loans currently available under all plans maintained by the Employer, only to the extent that a loan would not increase the amount of the need for the Participant.

**Suspension of Contributions by Participant.** A Participant will not make Tax Sheltered Contributions to any plans maintained by the Employer for six months following a hardship distribution.

**Plan permits a Participant to receive a distribution prior to Severance from Employment from the following accounts:**

**Tax Sheltered Contribution Account.**

Permit all of a Participant’s eligible Tax Sheltered Contribution Account to be distributed as an in-service or a hardship distribution.

**Roth Elective Deferral Account.**

Permit all of a Participant’s eligible Roth Elective Deferral Account to be distributed as an in-service or a hardship distribution.

**Employer Contribution Account.**

For a Participant Account established prior to January 1, 2009, permit all Employer Contributions to be distributed as an in-service distribution.

In addition, for a Participant Account established on or after January 1, 2009, permit all Employer Contributions to be distributed as an in-service distribution after the Participant has attained age 55.

**Frequency of in-service and hardship distributions.**

At any time without limitations as to the number of in-service distributions per Plan Year.
5.03 **LIMITED RETIREMENT BENEFIT.**

A Limited Retirement Benefit is permitted. Notwithstanding the election in Section 5.02 of this Adoption Agreement, a Participant may begin receiving a distribution of all or a portion of his/her Account as indicated below in this Section 5.03.

A Participant may receive a distribution of all or a portion of his/her Account after attaining age 59 ½.

5.04 **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.

Disabled but NOT Disabled within the meaning of the Plan.

Permit a disabled Participant’s Contribution Account to be distributed. In addition to amounts available as an in-service distribution, if any, permit a distribution of all of the Participant’s Contribution Accounts, as permitted by law. However, a distribution made to a Participant who has not reached age 59 ½ will be subject to a 10% premature distribution penalty unless excluded under Code section 72(t).

5.05 **INVESTMENT EXCHANGES WITH PROVIDERS WHO ARE REGULARLY RECEIVING CONTRIBUTIONS UNDER THE PLAN.**

An Investment Exchange is NOT permitted.

CONTRACT EXCHANGES WITH PROVIDERS WHO ARE NOT REGULARLY RECEIVING CONTRIBUTIONS UNDER THE PLAN.

A Contract Exchange is NOT permitted.

TRANSFERS OUT OF THE PLAN.

A plan to plan Transfer is permitted. All or a portion of a Participant’s Contributions may be transferred to a plan of another employer at which the Participant is a current or former employee, or to another 403(b) plan of the Employer, if any.

5.06 **DISTRIBUTIONS AT SEVERANCE FROM EMPLOYMENT.**

Distributions from the Participant’s Employer Contribution Account are NOT limited. Following a Severance from Employment, a Participant is eligible to receive a distribution, from time to time, of all of his/her Vested Account.

5.07 **CONSENT OF SPOUSE.**

Consent of Spouse is NOT required for a distribution of benefits, to receive a loan (if made available), or make a beneficiary designation.

EXHIBIT VI
LOANS

6.01 **LOANS.**

Loans are permitted. Participant loans are permitted under this Plan.
PLAN AND TRUST EXECUTION

By contributing to or by maintaining accumulations in this Plan, the Sponsoring Employer, hereby adopts, ratifies and agrees to the provisions of this Plan as documented in the current Basic Plan Document, and as set forth in this Adoption Agreement and the terms of the Trust Agreement, herein attached as “Appendix A.” The Sponsoring Employer adopts this Plan as of the later of January 1, 2009, or the date the Sponsoring Employer’s first contribution is made to this Plan.

[Trustee execution only required upon initial adoption of the Plan]

The Trustee, by executing this Adoption Agreement, accepts its position as Trustee and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee under the Plan and Trust. The Trustee has signified its acceptance, as of the 1st day of January, 2009.

APPROVED AND ACCEPTED:

Name of Trustee: GuideStone Financial Resources of the Southern Baptist Convention

By: John R. Jones

Its: Executive Vice President, COO
# 403(b)(9) Retirement Plan
## Basic Plan Document

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ARTICLE I
INTRODUCTION

1.01 PLAN.

Collectively, the Plan is comprised of this document (“Basic Plan Document”), the Trust, the related Adoption Agreement, any Individual Agreement, 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.

The Plan is intended to be a retirement income account program, which satisfies the applicable requirements of Code section 403(b)(9) and any Treasury Regulations promulgated thereunder. The Plan is also intended to be a Church Plan as defined in Section 2.07.

1.02 ESTABLISHMENT OF PLAN.

The Sponsoring Employer establishes this Plan for the exclusive benefit of and in order to provide retirement income security to its Employees by executing an Adoption Agreement with GuideStone.

To the extent permitted by applicable law, Treasury Regulations and other guidance, in the case of an organization that meets the definition of a NQCCO, the Sponsoring Employer intends that any annuity contracts issued by an insurance company or mutual funds provided by a regulated investment company will be investments of this Plan and will not be subject to the requirements of either Code section 403(b)(1) or 403(b)(7) and will instead be subject to the requirements of Code section 403(b)(9).

1.03 RELATIONSHIP OF PLAN TO INDIVIDUAL AGREEMENTS.

The Sponsoring Employer shall be responsible for ensuring that there are no material conflicts between the terms of this Plan and the terms of the Adoption Agreement and any Individual Agreement(s) used as Funding Vehicles under the Plan. In the event there are material conflicts, the terms of this Plan shall control.

1.04 APPLICABILITY OF PLAN.

If the Sponsoring Employer adopts this Plan as a new Plan, the provisions of this Plan, as a new plan, shall apply to those individuals who are active Employees of the Employer on or after the Effective Date of the Sponsoring Employer’s Adoption Agreement, and to Participants under the Plan. The rights and benefits, if any, of former Employees of the Employer whose employment terminated prior to the Effective Date, shall be determined under the provisions of the plan as in effect from time to time prior to that date, unless such former Employee transfers accumulations to this Plan.

If the Sponsoring Employer adopts this Plan as a restated Plan, in substitution for, and in amendment of, any or all existing 403(b) plan(s) administered by the Sponsoring Employer, the provisions of this Plan, as a restated Plan, shall apply solely to an Employee, a Participant, or a deferred Vested Participant in a Prior Plan who transfers assets to this Plan, or a former Employee who makes a rollover or Transfer as described in Section 5.05 and 5.06 on or after the restated effective date of the Sponsoring Employer’s Plan. The rights and benefits of individuals who became entitled to benefits pursuant to the prior plan are subject to the terms and conditions of such plan.
ARTICLE II
DEFINITIONS

2.01 “Accelerated Vesting Age” means the age when a Participant becomes fully Vested upon Severance from Employment.

2.02 “Account” means the separate account(s) that the Plan Administrator administers under the Plan for a Participant and may include any of the sub-accounts created with respect to the Contributions described in Section 2.11.

2.03 “Adoption Agreement” means the separate 403(b)(9) agreement provided by GuideStone, which contains optional elections of the Sponsoring Employer with respect to the Plan, and which is executed by the Sponsoring Employer in order to establish the Plan, the Individual Agreement for the retirement income account with GuideStone and the related Trust with GuideStone.

2.04 “Affiliate” means an organization required to be aggregated with the Employer for purposes of this Plan under applicable law and any Treasury Regulations.

2.05 “Beneficiary” means, except as otherwise provided in an Individual Agreement, the individual(s), or entities, including a trust, charitable organization or estate that 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 the Plan Administrator or Trustee has fully distributed to the Beneficiary his/her Plan benefit. A Beneficiary’s right to (and the Plan Administrator’s or a Trustee’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 9.02.

2.06 “Church” means an organization described in Code section 3121(w)(3)(A) and the Treasury Regulations thereunder, and generally refers to a church, a convention or association of churches, or an elementary, secondary school or seminary that is controlled, operated, or principally supported by a church or a convention or association of churches.

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


2.09 “Compensation” for purposes of allocating Contributions under the Plan, means compensation as selected by the Sponsoring Employer in the Adoption Agreement from among the options described in Sections (A) through (E) below:

(A) “General 415 Compensation” means the compensation defined in Treasury Regulation section 1.415(c)-2(b). Basically, General 415 Compensation includes the taxable compensation of the Employee from the Employer.

(B) “Adjusted 415 Compensation” means the compensation defined in Treasury Regulation section 1.415(c)-2(d)(2). Adjusted 415 Compensation is generally based on the total wages from the Employer for the tax year, with certain adjustments.

(C) “General W-2 Compensation” means the compensation defined in Treasury Regulation section 1.415(c)-2(d)(4). General W-2 Compensation is based on the wages taken into account for purposes of income tax withholding (wage reporting purposes).

(D) “Adjusted W-2 Compensation” means the compensation defined in Treasury Regulation section 1.415(c)-2(d)(3). Adjusted W-2 Compensation is compensation payable to an Employee with respect to which the Employer is required to withhold income tax. The adjustment to General W-2 Compensation under this definition is primarily the exclusion of taxable group term life insurance.
(E) **“Base Wages”** means: 1) The hourly rate or salary paid for a job performed that does not include bonuses, shift differentials, benefits, incentive premiums, overtime or any pay element other than the base rate, or 2) the wages described by the Sponsoring Employer in the Adoption Agreement, or a separate policy or procedure.

(F) **Compensation for Employers that are NQCCOs.** In the case of an organization that meets the definition of a NQCCO, Compensation, for purposes of allocating Contributions under the Plan, shall not exceed $230,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B).

(G) **Compensation to be Taken into Account.** For all Plan Years, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(H) **Elective Deferrals.** Compensation under this Section 2.09 does not include elective deferrals, other than Roth Elective Deferrals, unless the Sponsoring Employer elects in the Adoption Agreement to include elective deferrals for such purpose. For purposes of this subsection, “elective deferrals” are amounts excludible from the Employee’s gross income under Code sections 125, 132(f)(4), 402(g)(3), or 457(b), and contributed by the Employer, at the Employee’s election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code section 457(b) plan. This definition is not intended to be more or less restrictive than applicable law and will be interpreted in a manner consistent with the Code and applicable law as in effect for the relevant Plan Year.

(I) **Compensation While Disabled.** Unless otherwise prohibited in an Individual Agreement, if the Sponsoring Employer elects in the Adoption Agreement to provide Employer Contributions to a Participant who is disabled (within the meaning of Code section 22(e)(3)), Compensation for purposes of allocating such Contributions under the Plan means the Compensation the Participant would have received for the Taxable Year if the Participant was paid at the rate of Compensation paid immediately before becoming disabled.

(J) **Compensation Paid Within the Later of 2½ Months After Severance from Employment or the End of the Year.** Unless the Sponsoring Employer elects in the Adoption Agreement to exclude compensation paid within the later of 2½ months after Severance from Employment or the end of the year in which the Severance from Employment occurred, Compensation shall include post-severance compensation. In accordance with applicable law and the Treasury Regulations thereunder, the Plan may include:

1. Payments for services rendered, which the Employer would have paid if employment had continued;

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

3. 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.

(K) **Differential Wage Payment.** Unless the Sponsoring Employer elects in the Adoption Agreement 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 Sponsoring Employer elects in the Adoption Agreement to include differential wage payment, as defined above, all Employees of the Employer 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 Employer, to make Contributions based on the payments on reasonably equivalent terms (taking into account Code section 410(b)(3), (4), and (5)).
2.10 “Contract Exchange” means the movement of all or a portion of the assets in a Participant’s Account from one 403(b) contract to another 403(b) contract with a Vendor who is not regularly receiving contributions under the Plan. A Contract Exchange is not an Investment Exchange, rollover or Transfer, and must be made in accordance with applicable law and Treasury Regulations.

2.11 “Contributions” means the contributions the Sponsoring Employer elects to make to the Plan, as indicated in the Adoption Agreement and/or Individual Agreement, and may include Matching Contributions, Missionary Service Contributions, Roth Elective Deferrals, Non-Matching Contributions, Tax Paid Contributions, and/or Tax Sheltered Contributions. In addition, Contributions may include Special Employer Contributions, Rollover Contributions, Roth Rollover Elective Deferrals, Qualified Matching Contributions, Qualified Non-Elective Contributions, and Transfer Contributions.

2.12 “Denominational Service” means a person's completed years and months in the paid employment of a church or convention or association of churches with which the Sponsoring Employer is associated, and/or in the paid employment of an agency or organization that is controlled by or associated with the church or convention or association of churches with which the Sponsoring Employer is associated, or as otherwise specified in the Adoption Agreement.

2.13 “Disabled” or “Disability” means, except as otherwise provided in an Individual Agreement, 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 the Plan Administrator.

2.14 “Disability Date” means the first day of the calendar month during which a Participant becomes Disabled prior to the Participant's Normal Retirement Age.

2.15 “Early Retirement Age” means, except as otherwise provided in an Individual Agreement, age 55.

2.16 “Effective Date” means January 1, 2009, for this Basic Plan Document. The Effective Date of a particular Sponsoring Employer’s Plan will be the date specified in the most recently signed Adoption Agreement.

2.17 “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 2.65. Elective Deferrals include both Tax Sheltered Contributions and Roth Elective Deferrals. 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).

2.18 “Employee” means any person who provides services for the Employer as a common law employee of the Employer, but shall not include any former employee of the Employer or independent contractor providing services to the Employer. Notwithstanding the foregoing, it is intended that persons not treated as common law employees on the payroll records of an Employer are to be excluded from Plan participation even if a court or administrative agency determines that such persons are common law employees of the Employer. Except for purposes of Section 6.03 an individual receiving a differential wage payment (as defined by Code section 3401(h)(2)), is treated as an Employee of the Employer.

2.19 “Employer” means either a Participating Employer or a Sponsoring Employer.

2.20 “Employer Contribution” means a Matching Contribution, Non-Matching Contribution, Missionary Service Contribution, Qualified Matching Contribution, Qualified Non-Elective Contribution and/or a Special Employer Contribution.

2.21 “Employer Contribution Account” means the sum of the sub-accounts maintained for a Participant that are credited with Matching Contributions, Missionary Service Contributions, Non-Matching Contributions, Qualified Matching Contributions, Qualified Non-Elective Contributions and/or Special Employer Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

2.23 “Excluded Employee” means an Employee who is not eligible to participate in the Plan based on the election(s) made by the Sponsoring Employer in the Adoption Agreement.

2.24 “Forfeiture” means the non-vested portion, if any, of a Participant’s Account removed as a result of Severance of Employment prior to the Participant becoming 100% Vested in the Account.

2.25 “Funding Vehicle(s)” means one or more annuity contracts (as defined in Code section 403(b)(1)) issued by an insurance company qualified to issue annuities in a state, custodial accounts (as defined in Code section 403(b)(7)) issued by a regulated investment company, or retirement income accounts (as defined in Code section 403(b)(9)) utilized for funding benefits payable under the Plan and specifically approved by the Employer for inclusion under the Plan.


2.27 “Highly Compensated Employee” means any Employee as defined in Code section 414(q). For this purpose, a Highly Compensated Employee is any employee who:

(A) was a 5% owner at any time during the Plan Year or the preceding Plan Year; or

(B) for the preceding year:

(1) Had compensation from the Employer and any Affiliate in excess of $90,000 (as adjusted by the Secretary of the Treasury pursuant to Code section 415(d), except that the base period will be the calendar quarter ending September 30, 1996); and

(2) If the top-paid group option is elected by the Sponsoring Employer for the Plan in the Adoption Agreement, was in the top 20% of Employees of the Employer ranked by compensation for such preceding year.

For purposes of this definition, the term "compensation" means compensation within the meaning of Code section 415(c)(3).

Notwithstanding anything contained herein to the contrary, the definition of Highly Compensated Employee is not intended to be more or less restrictive than applicable law and will be interpreted in a manner consistent with the Code and applicable law as in effect for the relevant Plan Year.

2.28 “Includible Compensation” means an Employee’s actual wages set out in box 1 of Form W-2(s) (increased up to the dollar maximum, by any compensation reduction election under Code sections 125, 132(f), 401(k), 403(b), or 457(b), including any Elective Deferral under the Plan) for a year for services to the Employer. In the case of an organization that meets the definition of a NQCCO, Includible Compensation is subject to a maximum of $230,000 (or such higher maximum as may apply under Code section 401(a)(17). The amount of Includible Compensation is determined without regard to any community property laws.

In the case of an Employee who has had a Severance from Employment, Includible Compensation shall be calculated based on the Employee’s most recent year of service with the Employer, which precedes the Taxable Year by no more than five years.

2.29 “Individual Agreement” means the agreement between a Vendor and the Sponsoring Employer or a Participant that constitutes or governs an annuity contract, custodial account or retirement income account utilized as a Funding Vehicle under the Plan. For purposes of the Plan, the Adoption Agreement constitutes the Individual Agreement with GuideStone.

2.30 “Investment Exchange” means the movement of all or a portion of the assets in a Participant’s Account from one 403(b) contract to another 403(b) contract with Vendors who are regularly receiving contributions under the Plan. An Investment Exchange is not a Contract Exchange, rollover or Transfer, and shall be made in accordance with applicable law and Treasury Regulations.

2.31 “Leased Employee” means an employee described in Code section 414(n). If such a person participates in the Plan as a result of subsequent employment with an Employer, he/she will receive Service credit for his/her employment as a Leased Employee.
2.32 “Limited Retirement Benefit” means, if elected by the Sponsoring Employer in the Adoption Agreement and unless otherwise prohibited in an Individual Agreement, the benefit a Participant is permitted to begin to receive upon or following attainment of age 59½, 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, or as otherwise specified in the Adoption Agreement.

2.33 “Lodging” means lodging on the business premises of the Employer which is furnished to an Employee and/or the Employee’s spouse and dependents, pursuant to employment, for the convenience of the Employer, which the Employee is required to accept as a condition of employment, as defined under Code section 119(a).

2.34 “Matching Contribution” means an Employer Contribution made as a result of eligible Participant Contributions as selected by the Sponsoring Employer in the Adoption Agreement.

2.35 “Matching Contribution Account” means a separate Account maintained for a Participant that is credited with Matching Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

2.36 “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.

2.37 “Missionary Service Contribution” means a contribution made by an Employer on an after-tax basis, and which is not a Roth Elective Deferral on behalf of a foreign missionary performing service outside the United States.

2.38 “Missionary Service Contribution Account” means a separate Account maintained for a Participant that is credited with Missionary Service Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

2.39 “Non-Highly Compensated Employee” means any Employee who is not a Highly Compensated Employee.

2.40 “Non-Matching Contribution” means an Employer Contribution not made as a result of eligible Participant contributions and which is not a Matching Contribution, a Special Employer Contribution or any other Employer Contribution.

2.41 “Non-Matching Contribution Account” means a separate Account maintained for a Participant that is credited with Non-Matching Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

2.42 “Non-Qualified Church-Controlled Organization” (NQCCO) means a church-controlled, tax-exempt organization described in Code section 501(c)(3) that does not meet the definition of a QCCO.

2.43 “Normal Retirement Age” means age 65.

2.44 “Participant” is an Employee, other than an Excluded Employee, who becomes a Participant in accordance with the provisions of Article III, and who has not yet received a distribution of his/her entire benefit under the Plan.

2.45 “Participating Employer” means any Affiliate or Related Organization that (1) is exempt from tax under Code section 501(c)(3) and is eligible to participate in a Church Plan, (2) is designated, specifically or in general, as a Participating Employer in the Adoption Agreement, and (3) enters into a Participating Employer Agreement.

2.46 “Participating Employer Agreement” means a separate agreement entered into by a Participating Employer which enables such Participating Employer to participate in the Plan.

2.47 “Plan” means this 403(b)(9) retirement income account plan, as described in Section 1.01, established or continued by the Sponsoring Employer. The Plan administered by each Sponsoring Employer is a separate plan, independent from the plan of any other sponsoring employer. All section references within the Plan are to sections of this Plan unless the context clearly indicates otherwise.
2.48 “Plan Administrator” is the Sponsoring Employer or its designee, which may be an individual, entity or a person holding a particular designated job position. The Plan Administrator may be a Participant.

2.49 “Plan Entry Date” means the date the Sponsoring Employer elects in the Adoption Agreement.

2.50 “Plan Investments” means the investment fund options made available under the Funding Vehicle(s).

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

2.52 “Prior Plan” means the 403(b) retirement plan, if any, which the Employer sponsored and/or administered prior to the restated Effective Date of the Adoption Agreement under which benefits are payable by GuideStone.

2.53 “Qualified Church-Controlled Organization” or “QCCO” means an organization described in Code section 3121(w)(3)(B) and Treasury Regulations promulgated thereunder, and generally refers to any church-controlled, tax-exempt organization described in Code section 501(c)(3), other than an organization which:

(A) Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

(B) Normally receives more than 25% of its support from either: (1) governmental sources, or (2) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

2.54 “Qualified Matching Contribution” or “QMAC” means an Employer Contribution to the Plan used to satisfy the safe harbor contribution requirements of Section 5.07(A)(2)(b) or (c) or Section 5.08 and which is subject to the distribution restrictions on Elective Contributions contained in Section 6.03. Qualified Matching Contributions shall be fully Vested when made to the Plan.

2.55 “Qualified Matching Contribution Account” means a separate Account maintained for a Participant that is credited with Qualified Matching Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

2.56 “Qualified Non-Elective Contribution” or “QNEC” means a fully Vested Employer Contribution to the Plan that is:

(A) Made under Section 5.15 and which is used to satisfy the “Actual Contribution Percentage” test;

(B) Made to satisfy the safe harbor contribution requirements of Section 5.07(A)(2)(a) and which is subject to the distribution restrictions on Elective Deferrals contained in Section 6.03; or

(C) Required to be made pursuant to other statutory or regulatory requirements.

2.57 “Qualified Non-Elective Contribution Account” means a separate Account maintained for a Participant that is credited with Qualified Non-Elective Contributions made on behalf of the Participant, along with any earnings (or losses) thereon.

2.58 “Related Organization” means any organization other than an Affiliate that is in any way related to the Employer.

2.59 “Rollover Contribution” means the amount of cash that the Code permits an eligible Employee or Participant to roll over directly or indirectly to this Plan from an eligible retirement plan described in Code section 402(c)(8)(B), not including any Roth Rollover Contributions. This definition of Rollover Contribution is not intended to be more or less restrictive than applicable law.
2.60 **“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.

2.61 **“Roth Elective Deferrals”** means a Participant’s Elective Deferrals that are includible in the Participant’s gross income (as defined in Treasury Regulations) at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant’s Roth Elective Deferrals will be separately accounted for, along with any earnings (or losses) thereon. However, a Forfeiture 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), taking into account Roth Elective Deferrals made under all agreements.

2.62 **“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. Roth Elective Deferrals are not considered Tax Paid Contributions for Plan purposes.

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

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

2.65 **“Salary Reduction Agreement”** means a legally enforceable written agreement (within the meaning of Code section 402(g)(3)(C)) between a Participant and the Employer that satisfies the requirements of Code section 403(b), and:

(A) 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 Employer as a Tax Sheltered Contribution to the Participant’s Account; or

(B) by which the Participant elects to make contributions that have been irrevocably designated as Roth Elective Deferrals by the Participant, and which are contributed by the Employer as Roth Elective Deferrals to the Participant’s Account.

2.66 **“Service”** means the Employee’s service with the Employer, any Affiliate and, if applicable, other organizations as determined by the Sponsoring Employer in the Adoption Agreement, used in crediting an Employee with Eligibility Service, Vesting Service and Service for sharing in Employer Contributions, other than Special Employer Contributions, under the Plan. The terms “Eligibility Service,” “Vesting Service” and “Service” are further defined in Article IV.

2.67 **“Severance from Employment”** means that, in accordance with applicable law and Treasury Regulations, an Employee no longer has an employment relationship with the Employer or any Affiliate (or, if the Sponsoring Employer has elected in the Adoption Agreement, any Related Organization), or on any date on which the individual works in a capacity that is not employment with the Employer on account of early or normal retirement, resignation or termination of employment for any other reason.

2.68 **“Special Employer Contribution”** means a discretionary Employer Contribution made on behalf of an Employee or Participant as determined by the Employer and as further described in Section 5.01(C), regardless of whether he/she satisfies the eligibility conditions described in Section 3.01.

2.69 **“Special Employer Contribution Account”** means a separate Account maintained for a Participant that is credited with Special Employer Contributions made on behalf of a Participant, along with any earnings (or losses) thereon.
2.70 “Sponsoring Employer” means the Employer that adopts and administers the Plan for the benefit of its Employees and/or, if applicable, Employees of Participating Employer(s), by executing an Adoption Agreement. A Sponsoring Employer must be exempt from tax under Code section 501(c)(3) and be eligible to participate in a Church Plan.

2.71 “Spouse” means, except as otherwise provided in an Individual Agreement, 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.

2.72 “Tax Paid Contribution” means a contribution made by a Participant on an after-tax basis and which is not a Roth Elective Deferral.

2.73 “Tax Paid Contribution Account” means a separate Account maintained for a Participant that is credited with Tax Paid Contributions made by the Participant, including any Contributions made by the Employer that are recharacterized as after-tax contributions, along with any earnings (or losses) thereon.

2.74 “Tax Sheltered Contribution” means a contribution the Employer makes to the Plan, which is not includable in the Participant’s gross income at the time deferred and has been irrevocably designated as Tax Sheltered Contributions by the Participant in his/her Salary Reduction Agreement. To the extent required by the Code, Tax Sheltered Contributions which are made as a condition of employment or made pursuant to a one-time, irrevocable election by the Participant will be treated as Employer Contributions.

2.75 “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.

2.76 “Taxable Wage Base” means the maximum amount of earnings that may be considered wages for a year under Code section 3121(a)(1).

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

2.78 “Transfer” means the movement of all or a portion of the assets in a Participant’s Account from one 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 Employer, if any, or from any contract that is covered under transitional guidance under Revenue Procedure 2007-71. A Transfer is not a Contract Exchange, Investment Exchange, or rollover, and shall be made in accordance with applicable law.

2.79 “Transfer Contribution” means amounts transferred to this Plan from another 403(b) plan, and which is made in accordance with Section 5.05.

2.80 “Transfer Contribution Account” means a separate Account maintained for an Employee or Participant that is credited with Transfer Contributions and Contract Exchanges 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.

2.81 “Trust” means the Trust document(s) adopted by a Sponsoring Employer as a result of the Sponsoring Employer’s adoption of the Plan. Any Trust created and established under the Sponsoring Employer’s Plan is a separate trust, independent of the trust of any other Sponsoring Employer.

2.82 “Trustee” means the person or persons who as Trustee execute the Trust(s), or any successor in office who in writing accepts the position of Trustee.

2.83 “Trust Fund” means the assets of the Plan maintained on behalf of the Sponsoring Employer, along with any earnings (or losses) thereon, from time to time held by the Trustee pursuant to the Trust.

2.84 “Vendor” means GuideStone and any other provider of a Funding Vehicle under the Plan.
2.85 **Vested** means the portion of a Participant’s Account that is not subject to Forfeiture based on a vesting schedule as specified in the Adoption Agreement or as otherwise set forth in Section 5.11.

2.86 **Years of Service** means the sum of an Employee’s service with (1) the Employer, (2) any entity that is a church-related organization within the meaning of Treasury Regulation 1.403(b)-2(b)(8), or (3) an organization controlled by or associated with that same church-related organization.
ARTICLE III
PARTICIPATION IN PLAN

3.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Sponsoring Employer elects in its Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the restated Effective Date continues to be a Participant in the Plan for purposes of making or receiving Contributions only if he/she satisfies the eligibility conditions in the restated Plan.

3.02 CHANGE IN EMPLOYEE STATUS. Subject to Section 3.01, if a Participant becomes an Excluded Employee, the Participant is no longer eligible to make or receive Contributions to 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 is no longer in Service or until he/she becomes an Excluded Employee. A person will continue to be a Participant for purposes of having benefit rights, and for purposes of making an Investment Exchange, Contract Exchange, Transfer Contribution or Rollover Contribution in the Plan until the person is no longer entitled to receive any benefits under the Plan.

3.04 SPECIAL PARTICIPATION RULES. Unless otherwise prohibited by applicable law, by the Sponsoring Employer in the Adoption Agreement, or in an Individual Agreement, (1) a former Employee (who thereby becomes a 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 5.05 or 5.06. For purposes of this Section 3.04, a Transfer Contribution or Rollover Contribution will not be accepted if the amount of the contribution is less than the minimum amount established by GuideStone, from time to time, in its sole discretion.

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

4.01 COUNTING HOURS. “Counting Hours” means a method of measuring Service for purposes of Eligibility Service and/or Vesting Service based on the Hours of Service worked in an Eligibility Computation Period. Notwithstanding the foregoing, Service for purposes of sharing in Employer Contributions will be based on Elapsed Time. If Counting Hours is selected by the Sponsoring Employer in the Adoption Agreement for measuring Eligibility Service and/or Vesting Service, the following definitions apply:

(A) “Eligibility Service” means the Service credited to the Employee for each Eligibility Computation Period for purposes of determining eligibility to participate in the Plan and for receiving Employer Contributions and/or making Tax Paid Contributions, if the Employer requires a period of Service to be satisfied prior to participation or for receiving Employer Contributions and/or to make Tax Paid Contributions, as applicable.

(B) “Employment Anniversary Date” means the day of the month corresponding to the Employee’s Employment Commencement Date in the last calendar month of each Eligibility Computation Period.

(C) “Eligibility Computation Period” means the period of time beginning on the Employee’s Employment Commencement Date and ending on the Employment Anniversary Date.

In the Adoption Agreement, the Sponsoring Employer must select the number of months required to be completed in an Eligibility Computation Period and the number of Eligibility Computation Periods required for a Participant to be eligible for Matching Contributions and/or Non-Matching Contributions, and to make Tax Paid Contributions.

If during the first Eligibility Computation Period an Employee fails to complete the number of Hours of Service designated by the Sponsoring Employer in the Adoption Agreement, the Employee’s Eligibility Service will be determined as of the Employment Anniversary Date during any subsequent Eligibility Computation Period beginning after the close of the preceding Eligibility Computation Period; provided, however, if the Sponsoring Employer selects an Eligibility Computation Period requiring 12 or more months, the Sponsoring Employer may elect in the Adoption Agreement to base subsequent Eligibility Computation Periods on the Plan Year.

(D) “Employment Commencement Date” means the date on which an Employee is first credited with an Hour of Service for the performance of duties with the Employer.

(E) “Hours of Service” means the number of hours credited to an Employee under the method of Counting Hours selected by the Sponsoring Employer in the Adoption Agreement.

(F) “Break in Service” means the cessation of crediting Hours of Service when the Employee:

(1) Resigns, retires, is discharged, or dies;

(2) Fails to report for work within the period required under the law pertaining to veterans’ reemployment rights after the Employee is released from military duty with the armed forces of the United States, in which case the Employee’s Break in Service shall be deemed to have occurred on the first day of his/her authorized leave of absence for such military duty; or

(3) Is on an authorized leave of absence and fails to return to employment, in which case his/her Break in Service shall be deemed to have occurred on the first day of his/her authorized leave of absence.
“One-Year Break in Service” means a Plan Year in which an Employee incurs a Break in Service and has fewer than 501 Hours of Service.

For purposes of determining whether an Employee has had a One-Year Break in Service, an Employee who is absent from work for reasons of authorized maternity or paternity leave shall be credited with the number of Hours of Service (not in excess of 501) equal to:

1. The number of Hours of Service which otherwise would normally have been credited to such Employee but for such absence, or

2. In any case in which the number of Hours of Service described in subsection (1) cannot be determined, eight Hours of Service per day of such absence.

An absence for maternity or paternity reasons means an absence by reason of the pregnancy of the Employee, by reason of the birth of a child of the Employee, by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or for purposes of caring for such child for a period immediately following such birth or placement.

The Hours of Service to be credited on account of maternity or paternity absences shall be credited only in the Plan Year in which the absence begins if the Employee would be prevented from incurring a One-Year Break in Service in such Year solely because of this subsection or, in any other case, in the immediately following Plan Year.

Reemployment after One-Year Break in Service. The Sponsoring Employer in the Adoption Agreement must elect the method for determining prior Service crediting for an Employee who incurs a One-Year Break in Service and is subsequently reemployed by the Employer.

4.02 Elapsed Time. “Elapsed Time” means a method of measuring Service for purposes of Eligibility Service, Vesting Service and/or sharing in Employer Contributions based on the Employee’s total elapsed period of time during an Eligibility Computation Period or during a Year of Vesting Service. If Elapsed Time is selected by the Sponsoring Employer in the Adoption Agreement for measuring Service, the following definitions apply:

(A) “Eligibility Service” means the Service credited to the Employee for each Eligibility Computation Period for purposes of determining eligibility to participate in the Plan and for receiving Employer Contributions and/or making Tax Paid Contributions, if the Employer requires a period of Service to be satisfied prior to participation and/or sharing in Employer Contributions and/or to making Tax Paid Contributions, as applicable.

(B) “Employment Anniversary Date” means the day of the month corresponding to the Employee's Employment Commencement Date in the last calendar month of each Eligibility Computation Period.

(C) “Eligibility Computation Period” means the period of time beginning on the Employee’s Employment Commencement Date and ending on the Employment Anniversary Date.

In the Adoption Agreement, the Sponsoring Employer must select the number of months required to be completed in an Eligibility Computation Period.

If during the first Eligibility Computation Period an Employee fails to complete the number of months of Service designated by the Sponsoring Employer in the Adoption Agreement, the Employee’s Eligibility Service will be determined as of the Employment Anniversary Date during any subsequent Eligibility Computation Period beginning after the close of the preceding Eligibility Computation Period.

(D) “Employment Commencement Date” means the date on which an Employee is first credited with an Hour of Service for the performance of duties for the Employer.
(E) “Hours of Service” means each hour for which: (1) an Employee is paid or entitled to payment by the Employer for the performance of duties; (2) an Employee is paid or entitled to payment by the Employer because of a period of time during which no duties are performed; and (3) back pay is either awarded or agreed to by the Employer.

(F) “Severance from Service” means the earlier of (1) or (2) below:

1. The date the Employee resigns, retires, is discharged, or dies; or

2. The first anniversary of the first day of an Employee’s absence from employment with the Employer (with or without pay) for any reason other than those described in subparagraph (1) above, such as vacation, sickness, layoff, or military service. An Employee who fails to return to employment upon the expiration of a leave of absence shall be deemed to have had a Severance from Service on the earlier of: (i) the expiration of the Employee’s leave, or (ii) the first anniversary of the first day of the Employee’s absence.

If an Employee incurs a Severance from Service under subparagraph (1) above and is reemployed within 12 months of that Severance from Service date (i) the Eligibility Service the Employee had as of the Severance from Service date shall be reinstated, and (ii) the Employee shall receive credit for Service for the period between the Employee’s Severance from Service and the Employee’s reemployment.

If the Employee resigns, retires, or is discharged after beginning an absence described in subparagraph (2) above, and is reemployed within 12 months of that date, (i) the Eligibility Service the Employee had as of beginning that absence shall be reinstated, and (ii) the Employee shall receive credit for Service for the period between the first day of the Employee’s absence described in subparagraph (2) above and the Employee’s reemployment.

(G) “One-Year Severance from Service” means a Severance from Service lasting 12 consecutive months from the date the Employee initially incurred the most recent Severance from Service and ending on each anniversary of such date, provided the Employee does not perform an Hour of Service for the Employer during such period.

For purposes of determining whether an Employee has had a One-Year Severance from Service, an Employee who is absent from work for reasons of authorized maternity or paternity leave shall not be deemed to have had a Severance from Service in the Plan Year in which the absence from work begins if the Employee would be prevented from incurring a One-Year Severance from Service in such Plan Year solely because of this subparagraph or, in any other case, in the immediately following Plan Year.

An absence for maternity or paternity reasons means an absence by reason of the pregnancy of the Employee, by reason of the birth of a child of the Employee, by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or for purposes of caring for such child for a period immediately following such birth or placement.

(H) Reemployment after One-Year Severance from Service. The Sponsoring Employer in the Adoption Agreement must elect the method for determining prior Service for an Employee who incurs a One-Year Severance from Service and is subsequently reemployed by the Employer.

(I) “Vesting Service” means Service credited to the Employee for each Year of Vesting Service for purposes of determining Vesting in Employer Contributions if the Plan includes a Vesting schedule.

(J) “Year of Vesting Service” means the period of time beginning on the Employee’s Employment Commencement Date and ending on the 12 month anniversary date and each subsequent anniversary date until the Employee’s Severance from Service date.
ARTICLE V
CONTRIBUTIONS/LIMITATIONS

5.01 EMPLOYER CONTRIBUTION TYPES.

(A) Matching Contribution. The Sponsoring Employer must elect in the Adoption Agreement whether the Plan permits Matching Contributions and, if so, the type of Matching Contribution including whether the Matching Contribution is made using a flexible or specific schedule and, as applicable, the amount of the Matching Contribution and the Plan limitations, if any, which apply to the Matching Contribution. Unless specified in the Adoption Agreement, Matching Contributions will be determined, and any Compensation or dollar limitation used in determining the Matching Contribution will be based on the frequency (e.g. monthly, weekly, bi-weekly, or each payroll cycle with which the Employer remits contributions to the Plan.

(B) Non-Matching Contribution. The Sponsoring Employer must elect in the Adoption Agreement whether the Plan permits Non-Matching Contributions and, if so, the type of Non-Matching Contribution including whether a Non-Matching Contribution is made using a flexible or specific schedule and, as applicable, the amount of the Non-Matching Contribution and the Plan limitations, if any, which apply to the Non-Matching Contribution.

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

1. Unless otherwise specified by the Employer at the time such contributions are made, Special Employer Contributions will be fully Vested when made to the Plan;

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

3. To the extent a Special Employer Contribution would cause the Plan to fail to meet the requirements of Code section 403(b)(12), such contribution will not be made for Highly Compensated Employees.

(D) Missionary Service Contribution. The Sponsoring Employer must elect in the Adoption Agreement whether the Plan permits Missionary Service Contributions on behalf of a Participant who serves as a foreign missionary outside the United States. If made available, Missionary Service Contributions will be fully Vested when made to the Plan.

(E) Qualified Matching Contribution. The Plan permits Qualified Matching Contributions as defined in Section 2.54 of the Plan.

(F) Qualified Non-Elective Contribution. The Plan permits Qualified Non-Elective Contributions as defined in Section 2.56 of the Plan.

5.02 PARTICIPANT CONTRIBUTION TYPES.

(A) Tax Sheltered Contribution. The Sponsoring Employer must elect in the Adoption Agreement whether the Plan permits Tax Sheltered Contributions. In the case of an organization that sponsors the Plan, meets the definition of a NQCCO, and elects to permit Tax Sheltered Contributions, such organization must satisfy the requirements of universal availability as described in Code section 403(b) and Treasury Regulations thereunder.

1. Age 50 catch-up Contributions. All Participants who are eligible to make Tax Sheltered Contributions 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, Code section 414(v). Such catch-up contributions will not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code sections 402(g) and 415.
(2) **Automatic enrollment.** The Sponsoring Employer may elect in the Adoption Agreement to provide for automatic Tax Sheltered Contributions using a fixed or increasing percentage. Such provision is subject to:

(a) The Sponsoring Employer’s determination that automatic enrollment is permissible under applicable law; and

(b) The Employer giving any required notices to affected Participants of the automatic election and of their right to make a contrary election.

(B) **Roth Elective Deferrals.** The Sponsoring Employer must elect in the Adoption Agreement whether the Plan permits Roth Elective Deferrals. In the case of an organization that sponsors the Plan, meets the definition of a NQCCO, and elects to permit Roth Elective Deferrals, such organization must satisfy the requirements of universal availability as described in Code section 403(b) and Treasury Regulations thereunder.

(1) **Age 50 catch-up Contributions.** All Participants who are eligible to make 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, Code section 414(v). Such catch-up contributions will not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code sections 402(g) and 415.

(2) **Automatic enrollment.** The Sponsoring Employer may elect in the Adoption Agreement to provide for automatic Roth Elective Deferrals using a fixed or increasing percentage. Such provision is subject to:

(a) The Sponsoring Employer’s determination that automatic enrollment is permissible under applicable law; and

(b) The Employer giving any required notices to affected Participants of the automatic election and of their right to make a contrary election.

(C) **Tax Paid Contribution.** The Sponsoring Employer in the Adoption Agreement must elect whether the Plan permits Tax Paid Contributions.

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

(A) **EACA.** If the Sponsoring Employer elects in the Adoption Agreement, then effective as of the date specified, the Sponsoring Employer 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 (3) the “Uniformity Requirement” described in paragraph (3).

(1) **Covered Participants Requirement.** The EACA will apply the Automatic Deferral Percentage to all Participants as elected in the Adoption Agreement. The Sponsoring Employer will indicate in the Adoption Agreement 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 Employer 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 Plan Administrator has provided the annual EACA notice for that Plan Year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Employer 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 in the Adoption Agreement, 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 Adoption Agreement. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan 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 applied 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 Adoption Agreement, 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 5.03(B). Any distribution made pursuant to this Section 5.03(B) 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 5.03(B), 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 includable 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 (a) the pay date of the second payroll period beginning after the election is made, or (b) 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 Plan Administrator will not take any deferrals withdrawn pursuant to this Section 5.03(B) in to account in computing the contribution and allocation of Matching Contributions. If the Employer has already allocated Matching Contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section 5.03(B), 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 5.03(B): the Plan Administrator will disregard such deferrals for purposes of the limitation on deferrals under Code section 402(g). The Plan Administrator will disregard any Matching Contributions forfeited under Section 5.03(B)(5) in the Actual Contribution Percentage Test (if applicable).

C) Excise tax on Excess Aggregate Contributions. Any Excess Aggregate Contributions which are distributed more than six months (rather than 2 ½ months) after the end of the Plan Year will be subject to the ten percent (10%) Employer excise tax imposed by Code section 4979. However, effective for Plan Years beginning on or after January 1, 2010, the preceding sentence will apply only where all Highly Compensated Employees and Non-Highly Compensated Employees are covered Employees under the EACA for the entire Plan Year (or for the portion of the Plan Year that such Employees are eligible Employees under the plan (within the meaning of Code section 410(b)).

D) 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.

E) Definitions. The following definitions apply for purpose of this Section 5.03:

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 Employer automatically will reduce by the Automatic Deferral Percentage elected in the Adoption Agreement from the Participant’s Compensation for each Participant subject to the EACA as specified in the Adoption Agreement. The Plan Administrator 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 Sponsoring Employer elects in the Adoption Agreement (including any scheduled increase to the Automatic Deferral Percentage the Employer 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.

(6) **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.

5.04 **CONTRACT EXCHANGES WITHIN THE PLAN.** Except as otherwise provided in an Individual Agreement, and unless otherwise prohibited by applicable law, Contract Exchanges of all or a portion of the assets in a Participant’s Account to Vendors who are not regularly receiving contributions under the Plan shall be permitted to be made at any time in accordance with the Sponsoring Employer’s elections in the Adoption Agreement.

5.05 **TRANSFERS INTO THE PLAN.** Except as otherwise provided in an Individual Agreement and unless otherwise prohibited by applicable law, an individual’s Transfer of all or a portion of the assets in a Participant’s or former Employee’s Account from another 403(b) plan to this 403(b) Plan shall be permitted to be made at any time subject to the requirements of (A), (B), (C) and (D) below.

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

(B) **Pre-participation Transfer.** An Employee may make Transfer Contributions to the Plan in accordance with this Section 5.05 prior to satisfying the Plan’s eligibility conditions. An Employee who makes such a pre-participation Transfer will 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) **Separate accounting.** Transfers to the Plan will be allocated to the Participant’s Transfer Contribution Account.
(D) **Continuation of pro rata portion.** If the Transfer does not constitute a complete transfer of the Employee 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.

5.06 **ROLLOVERS INTO THE PLAN.** Except as otherwise provided in an Individual Agreement, and unless otherwise prohibited by applicable law, a Participant (or, as applicable, an eligible Employee) may make a Rollover Contribution to the Plan. Any Spouse of a deceased Participant entitled to benefits under the Plan may make a Rollover Contribution to the Plan in accordance with Code section 402(c)(9). If the Sponsoring Employer has elected to permit Roth Elective Deferrals to the Plan, then a Participant (or, as applicable, an eligible Employee) or the Spouse of a deceased Participant may make Roth Rollover Elective Deferrals to the Plan. Rollover Contributions and Roth Rollover Elective Deferrals shall be subject to the requirements of (A), (B), and (C) below:

(A) **Operational administration.** In order to make a Rollover Contribution or Roth Rollover Elective Deferrals, a form prescribed by the Plan Administrator must be filed with the Plan Administrator. Before accepting a Rollover Contribution or Roth Rollover Elective Deferrals, the Plan Administrator may require a Participant (or eligible 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 Plan Administrator, in its sole discretion, may decline to accept a Rollover Contribution or Roth Rollover Elective Deferral.

(B) **Pre-participation rollover.** If an Employee makes a Rollover Contribution or Roth Rollover Elective Deferrals to the Plan prior to satisfying the Plan’s eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited participant (as described in Revenue Ruling 96-48 or in any successor ruling). A limited participant does not share in the Plan’s allocation of any Employer Contributions and may not make Elective Deferrals or Tax Paid Contributions until 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.

5.07 **SAFE HARBOR CONTRIBUTION.**

(A) **Safe harbor contribution.** If the Sponsoring Employer elects in the Adoption Agreement, the test provided in Code section 401(m)(2) shall be met if the Plan meets both the “Notice Requirement” described in paragraph (1) below and the “Contribution Requirements” described in paragraph (2) below:

(1) **Notice Requirement.** Within a reasonable period before any Plan Year, the Employer will provide to each Employee eligible to participate in the Plan a written notice of the Employee’s rights and obligations under the Plan. The notice must be sufficiently accurate and comprehensive to apprise the Employee of such rights and obligations, and be written in a manner calculated to be understood by the average plan Participant.

(2) **Contribution Requirements.** To meet the Contribution Requirements, the Employer must meet at least one of the three following conditions:

(a) **Qualified Non-Elective Contribution.** The Employer is required to make a Qualified Non-Elective Contribution of at least three percent (3%) of an Employee's Compensation to the Plan on behalf of each Non-Highly Compensated Employee who is eligible to participate in the Plan without regard to whether such Employee makes Elective Deferrals;
(b) Basic Qualified Matching Contribution. The Matching Contribution requirement is met if the Employer makes Qualified Matching Contributions on behalf of each Non-Highly Compensated Employee in an amount equal to 100% of the Elective Deferrals of the Employee to the extent such Elective Deferrals do not exceed three percent (3%) of the Employee’s Compensation, and 50% of the Elective Deferrals to the extent that such Elective Deferrals exceed three percent (3%) of Compensation, but do not exceed five percent (5%) of Compensation. The rate of Qualified Matching Contributions for Highly Compensated Employees cannot be greater than the rate of Qualified Matching Contributions for Non-Highly Compensated Employees at any rate of Elective Deferrals; or

(c) Enhanced Qualified Matching Contribution. If the rate of Qualified Matching Contributions is not equal to the percentage required under the Matching Contribution requirement, the Plan will nevertheless meet the Matching Contribution Requirement if the rate of Qualified Matching Contributions does not increase as an Employee’s rate of Elective Deferrals increases, and the aggregate amount of Qualified Matching Contributions at such rate is equal to or greater than the aggregate amount of Matching Contributions which would be made if Qualified Matching Contributions were made on the basis of the percentages specified above in Section 5.07(A)(2)(b).

(B) Other Contributions. If elected in the Adoption Agreement by the Sponsoring Employer, an additional discretionary Matching Contribution and/or fixed Matching Contribution will be permitted. The test provided in Code section 401(m)(2) will be met if the Plan meets both the “Notice Requirement” described in paragraph (1) above and the special limitations described in paragraph (C) below.

(C) Special limitation on Contributions. Compensation for purposes of safe harbor contributions will be limited to Compensation identified in Section 2.09(A), (B), (C) or (D) of this document (subject to Section 2.09(F)). If elected by the Sponsoring Employer in the Adoption Agreement, the contributions in 5.07(B) meet the safe harbor requirements if:

1. Matching Contributions on behalf of any Employee may not be made with respect to an Employee's Elective Deferrals in excess of six percent (6%) of the Employee’s Compensation;

2. The rate of Matching Contributions does not increase as the rate of an Employee's Elective Deferrals increase; and

3. The Matching Contribution with respect to any Highly Compensated Employee at any rate of Elective Deferrals is not greater than that with respect to a Non-Highly Compensated Employee. If a Sponsoring Employer elects in the Adoption Agreement to provide discretionary Matching Contributions, such contributions cannot exceed 4% of Compensation and Employees must receive notice of such contributions at least 30 days prior to the last day of the Plan Year.

5.08 QUALIFIED AUTOMATIC CONTRIBUTION ARRANGEMENT (QACA).

(A) QACA. If the Sponsoring Employer elects in the Adoption Agreement, the test provided in Code section 401(m)(2) shall be met for the first Plan Year for which the QACA is effective, if the Plan meets: (1) the “Covered Participants Requirement” described in paragraph (1) below; (2) the “Notice Requirement” described in paragraph (2) below; (3) the “Contribution Requirements” described in paragraph (3) below; (4) the “Uniformity Requirements” described in paragraph (4) below; and (5) the “Distribution Requirement” described in paragraph (5) below:

1. Covered Participants Requirement. The QACA will apply the Contribution Requirements to all Participants as elected in the Adoption Agreement. If a Participant’s Affirmative Election expires or otherwise ceases to be in effect, the participant will immediately thereafter be subject to Automatic Deferrals.
Notice Requirement. The Employer must provide the initial QACA safe harbor notice sufficiently early so that an Employee has a reasonable period after receiving the notice and before the first Automatic Deferral to make an Affirmative Election. 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 nonetheless will 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 notice will state; (a) the Automatic Deferral amount that will apply in absence of the Employee’s Affirmative Election; (b) the Employee’s right to elect not to have any Automatic Deferral amount made on the Employee’s behalf or to elect to make Elective Deferrals in a different amount or percentage of Compensation; and (c) how the Plan will invest the Automatic Deferrals. In addition, within a reasonable period before any Plan Year, the Employer will provide to each Employee eligible to participate in the Plan a written notice of the Employee’s rights and obligations under the Plan. Such annual notice will be deemed timely if it is provided at least thirty (30) and no more than ninety (90) days before the beginning of each Plan Year.

Contribution Requirements. The Plan must apply to all Participants subject to the QACA (as elected in the Adoption Agreement), a uniform Automatic Deferral amount as a percentage of each Participant’s Compensation, which does not exceed 10% and which is at least the following minimum amounts:

(a) **Initial period.** 3% for the period that begins when the Participant first has contributions made pursuant to a default election under the QACA and ends on the last day of the following Plan Year;

(b) **Third Plan Year.** 4% for the third Plan Year of the Participant’s participation in the QACA;

(c) **Fourth Plan Year.** 5% for the fourth Plan Year of the Participant’s participation in the QACA; and

(d) **Fifth and later Plan Years.** 6% for the fifth Plan Year of the Participant’s participation in the QACA and for each subsequent Plan Year.

For purposes of the above, the Plan will treat an Employee who for an entire Plan Year did not have Contributions made pursuant to a default election under the QACA as not having made such Contributions for any prior Plan year.

For purposes of the above, the Sponsoring Employer will elect in the Adoption Agreement the required Employer Contributions that will be made under the QACA.

Uniformity Requirement. To meet the Uniformity Requirement, the Automatic Deferral percentage must be a uniform percentage of Compensation. All Participants in the QACA are subject to Automatic Deferrals, except as otherwise provided in the Adoption Agreement. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan 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 applied 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);
(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.

(B) Excise tax on excess aggregate contributions. To the extent the QACA also meets the requirements for an EACA, any excess aggregate contributions which are distributed more than six months (rather than 2 ½ months) after the end of the Plan Year will be subject to the ten percent (10%) employer excise tax imposed by Code section 4979. However, effective for Plan Years beginning on or after January 1, 2010, the preceding sentence will apply only where all Highly Compensated Employees and Non-Highly Compensated Employees are covered Employees under the QACA for the entire Plan Year (or for the portion of the Plan Year that such Employees are eligible Employees under the plan (within the meaning of Code section 410(b)).

(C) Distributions. Employer Contributions under the QACA are subject to the distribution restrictions described in the Plan that apply to any safe harbor contributions (QNEC and QMAC). If the Plan does not have distribution provisions for safe harbor contributions, then the distribution provisions applicable to Elective Deferrals will apply. However, Employer Contributions under the QACA are not distributable on account of a Participant’s hardship. If the QACA meets the requirements for an EACA as described in Section 5.03, the provisions of Section 5.03(B) will also apply.

(D) Definitions. The following definitions apply for purpose of this Section 5.08:

(1) Affirmative Election. An Affirmative Election is a Participant’s election made after the QACA’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 Employer automatically will reduce by the Automatic Deferral Percentage elected in the Adoption Agreement from the Participant’s Compensation for each Participant subject to the QACA as specified in the Adoption Agreement. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election.

(3) Automatic Deferral Percentage/Increases. The Automatic Deferral Percentage is the percentage of Automatic Deferral which the Sponsoring Employer elects in the Adoption Agreement (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

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

(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 QACA’s effective date, if the Participant makes an Affirmative Election not later than the QACA’s effective date.

(6) Effective date of QACA 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 QACA, 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 QACA safe harbor notice is provided to the Employee, or (b) the first pay date that occurs at least 30 days after the QACA safe harbor notice is provided to the Employee.
5.09 **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.

5.10 **CONTRIBUTION ALLOCATION CONDITIONS.** The Plan Administrator will determine the Contribution allocation conditions applicable to Non-Matching Contributions or to Matching Contributions (or to both) in accordance with the Sponsoring Employer’s elections in the Adoption Agreement. The Plan Administrator will allocate Contributions for a particular Plan Year on such dates as the Plan Administrator determines, consistent with the Plan’s Contribution allocation conditions, applicable law and Treasury Regulations thereunder.

5.11 **VESTING.** The Sponsoring Employer in the Adoption Agreement must elect whether or not it will apply a Vesting schedule to Matching Contributions and Non-Matching Contributions.

If the Sponsoring Employer elects to apply a Vesting schedule to Matching Contributions and Non-Matching Contributions, then at all times all Contributions subject to the Vesting schedule shall be deemed to be subject to Code section 403(c), and not 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 Severance from Employment on or after attainment of Normal Retirement Age, unless otherwise specified by the Sponsoring Employer in the Adoption Agreement.

5.12 **LIMITS ON CONTRIBUTIONS.**

**(A) Basic limit.** 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.

**(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)(1) ($15,500 for 2008), adjusted for cost-of-living in accordance with Code section 402(g)(4) for the Taxable Year.

**(C) Years of Service catch-up limit.** Unless otherwise prohibited in an Individual Agreement, a Participant's general limit under Section 5.12(B) for any calendar 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 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 Section 5.12(C) made for the Employee in prior Years of Service; or
3. The excess of (a) $5,000 multiplied by the number of the Participant’s Years of Service over (b) the total elective deferrals made for the Employee in prior Years of 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), unless otherwise prohibited in an Individual Agreement. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code sections 402(g) and 415.
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); provided, however, 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).

Amounts in excess of the limitation under Section 5.12(B) shall be treated first as an amount contributed as a Years of Service catch-up under Section 5.12(C) and then as an amount contributed as an age 50 catch-up under Section 5.12(D).

The limitations set forth in this Section 5.12 will be interpreted and administered in a manner consistent with applicable law in effect for the relevant Plan Year.

5.13 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 to make the following Contributions:

(A) An Employee described in this Section 5.13 may elect to make additional Elective Deferrals and/or Tax Paid Contributions upon resumption of employment with the Employer 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 Sponsoring Employer 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 5.13 shall be eligible to receive Employer Contributions upon resumption of employment with the Employer 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 Employer had continued (at the same level of Compensation) without 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 5.13(A), the Employer will make up any Matching Contributions.

(C) Contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u). If provided for in the Adoption Agreement by the Sponsoring Employer, 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 Employer 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.

(D) Determination of benefits. The Plan will determine the amount of Employee Contributions and the amount of Elective Deferrals of a Participant treated as reemployed under this Section 5.13 for purposes of applying paragraph Code section 414(u)(8)(C) on the basis of the individual’s average actual Tax Paid Contributions and/or Elective Deferrals for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.

5.14 CORRECTION OF EXCESS CONTRIBUTIONS. The Plan Administrator will request the Trustee to correct any Contributions that exceed any of the limits described in Section 5.12. The Plan Administrator will advise Participants of any limitation on Contributions due to the applicability of Section 5.12.

To the extent that either or both of the contribution limitations under Code sections 415 (the basic limit) or 402(g) (the general limit) are violated, the violation will affect only the individual Participant with respect to whom the excess contribution is made and will 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 Sponsoring Employer 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 Plan Year. 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 Employer administers more than one plan required to be aggregated under Code section 403(b) or 402(g), the Plan Administrator 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), the Plan Administrator may elect to 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 5.12 will be corrected by refunding the excess Contributions under this Plan, subject to any policies and procedures established by the Plan Administrator 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, the Employer operationally may implement an ordering rule procedure for the distribution of excess Contributions (Code section 402(g)), and excess annual additions (Code section 415) from a Participant’s Accounts. Such procedure may specify whether the Tax Sheltered Contributions or Roth Elective Deferrals are distributed first, or such procedure may permit the Participant to elect which type of Elective Deferrals will be distributed first. In applying such procedure, the Employer must treat all Participants on a reasonably equivalent basis. To the extent the Employer is a NQCCO, the ordering rule must be administered in a way so as to not cause the Plan to fail to meet the requirements of Code section 403(b)(12).

Nothing in this Section 5.14 is intended to be more or less restrictive than applicable law.

5.15 **ACTUAL CONTRIBUTION PERCENTAGE (ACP) TEST.** In addition to the limits on contributions contained in Section 5.12, to the extent required under the provisions of Code section 403(b)(12)(A)(i) and Treasury Regulations thereunder, Tax Paid Contributions and Matching Contributions made in any Plan Year will be limited to the extent necessary so that, for each Plan Year, the Contribution Percentage (as defined in this Section 5.15(A)) for the group of Highly Compensated Employees who are eligible Participants does not exceed the Contribution Percentage of all other eligible Participants of the Employer by more than the greater of: (i) one and one-quarter times; or (ii) the lesser of two times or two percentage points.

If this Plan is combined with another plan for the purposes of Code section 410(b) or Code section 403(b)(5), both plans will be combined for the purposes of this Section 5.15.

(A) The "Contribution Percentage" of each group of Participants for a Plan Year will be the average of the ratios (calculated separately for each Participant) of:

(1) The sum of the Tax Paid Contributions and the Matching Contributions made on behalf of the Participant for the Plan Year, to

(2) Such Participant's Compensation (determined under Code section 414(s)) for such Plan Year.

If a Highly Compensated Employee participated in more than one plan of the Employer to which the limitation of Code section 401(m) applies, all contributions subject to such limitations made by or for such Participant will be combined to determine the Contribution Percentage for the Participant.
(B) Except to the extent provided by the Sponsoring Employer in the Adoption Agreement, current year data will be used for purposes of performing the ACP test(s).

(C) Notwithstanding anything in this Section 5.15, if the Sponsoring Employer elects to apply Section 5.07 or Section 5.08, then the requirements of Section 5.07 or Section 5.08 apply.

5.16 CORRECTION OF EXCESS AGGREGATE CONTRIBUTIONS. To the extent required by applicable law, contributions which exceed the limitations of Section 5.15 will be corrected at the option of the Employer by either:

(A) Reducing Employer Contributions and Tax Paid Contributions made by or for Highly Compensated Employees and returning such excess aggregate contributions along with any earnings (or losses) thereon to such Participants in accordance with Treasury Regulations. Such reduction will be effected by any method permissible under law elected by the Employer; and

Effective for Plan Years beginning after December 31, 2007, allocable income for the gap period (i.e., the period after the close of the Plan Year in which the excess aggregate Contribution occurred and prior to the distribution) will not be calculated or distributed.

(B) Making Qualified Non-Elective Contributions to satisfy the limitation of Section 5.15.

5.17 RETURN OF CONTRIBUTIONS. The Employer contributes to this Plan on the condition that Contributions are not made due to a good faith mistake of fact. Except as otherwise provided in an Individual Agreement or any Trust, if a Contribution is made to the Plan by a good faith mistake of fact, the Trustee, upon request from the Employer, will return to the Employer (or allocate to the appropriate Account) the amount of the Contributions along with any earnings (or losses) thereon on account of a good faith mistake of fact.

The Trustee may require the Employer to furnish whatever evidence the Trustee deems necessary to enable the Trustee to confirm that the amount the Employer has requested to be returned is properly returnable under this Section 5.17.
ARTICLE VI
DISTRIBUTION OF BENEFITS

6.01 PAYMENT OF ACCOUNT

(A) Timing. The Trustee, at the direction of the Plan Administrator, will make distributions to a Participant who has satisfied the requirements of the applicable Section of this Article VI. In no event will the Trustee commence distribution, nor will the Participant elect to have the distribution commence, later than the Participant’s required beginning date, or under a method that does not satisfy Section 6.06.

(B) Method of payment. A Participant may select on the applicable form any method of payment offered under the terms and conditions of the Adoption Agreement and/or Individual Agreement. For purposes of the Adoption Agreement, such methods of payment under which benefit distributions may be made shall be contained in a separate written document which is hereby incorporated by reference and made a part of the Plan. Such document will be provided by GuideStone to a Participant upon request. Furthermore, such document may be modified or amended in writing from time to time. Notwithstanding the foregoing, a Participant who has satisfied the requirements of 6.04(A) will receive a single sum distribution.

(C) Consent of Spouse. Unless otherwise provided in the Individual Agreement and to the extent elected in the Adoption Agreement, the notarized consent of the Participant's Spouse is required prior to receiving an Eligible Rollover Distribution, as defined in Section 6.13, making a Transfer out of the Plan or receiving a loan (if made available). The consent of a Participant's Spouse will be irrevocable. However, consent of a Spouse will not be required for a surviving Beneficiary or alternate payee to receive a distribution, a Transfer or a loan (if made available). Notwithstanding anything in the Plan to the contrary, the consent of the Participant's Spouse will not be required if the Participant provides the Plan Administrator with a decree of legal separation (unless a qualified domestic relations order provides otherwise) or with evidence satisfactory to the Plan Administrator that the Spouse’s consent cannot be obtained.

6.02 DISTRIBUTIONS WHILE IN-SERVICE. Unless otherwise permitted in the Plan, the Adoption Agreement and/or the Individual Agreement, the Plan Administrator or Trustee may not distribute to a Participant his/her Account prior to Severance from Employment or the Participant attaining age 70½. However, a Participant may receive a distribution of all or a portion of his/her Rollover Contribution Account and Transfer Contribution Account (in accordance with Section 6.12).

To the extent elected by the Sponsoring Employer in the Adoption Agreement and/or Individual Agreement, in-service distributions will be made pursuant to 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 Employer Contribution Account, Tax Paid Contribution Account, and an amount equal to his/her December 31, 1988 Tax Sheltered Contribution Account value. The Adoption Agreement and/or the Individual Agreement must indicate which Contributions Accounts will be made available for distribution and any age and/or other requirements that must be met; or

(B) A Limited Retirement Benefit; or

(C) A distribution of all of a Participant’s eligible Account(s) if the Employer considers the Participant to be disabled from Service but the Participant does not meet the Plan’s definition of Disability; or

(D) If a Participant receiving differential wage payments (as defined by Code section 3401(h)(2)), elects a distribution other than a qualified reservist distribution (as defined in Code section 72(t)(2)(G)), the Participant shall be prohibited from making Elective Deferrals and/or Tax Paid Contributions under this Plan or any other plan of the Employer or any Related Employer during the six-month period beginning on the date of distribution.
6.03 LIMITATION ON DISTRIBUTIONS.

(A) Notwithstanding anything herein to the contrary and to the extent required by applicable law, amounts in the following accounts shall not be distributed until the Participant attains age 59½, has a Severance from Employment, is eligible to receive a qualified reservist distribution as defined in Code section 72(t)(2)(G), dies, becomes disabled within the meaning of Code section 72(m)(7), or incurs a financial hardship in accordance with the requirements of subsection 6.04 below:

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

(2) the Participant’s Roth Elective Deferrals Account; and

(3) amounts in a Participant’s Transfer Contribution Account that are attributable to contributions made pursuant to a salary reduction agreement (within the meaning of Code section 402(g)(3)(C)).

(B) Notwithstanding anything herein to the contrary and to the extent required by applicable law, amounts in the Participant’s Transfer Contributions Account that are attributable to employer contributions made to a Code section 403(b)(7) custodial account shall not be distributed until the Participant attains age 59½, has a Severance from Employment, dies, or becomes disabled within the meaning of Code section 72(m)(7).

(C) Notwithstanding anything herein to the contrary and to the extent required by applicable law, if the Employer ceases to be eligible to participate in a 403(b) retirement plan all Employer Contributions become eligible for distribution.

6.04 HARDSHIP DISTRIBUTION. To the extent provided by the Sponsoring Employer in the Adoption Agreement and/or Individual Agreement and subject to any limitations imposed by applicable law, the Plan permits hardship distributions to be made from the Plan.

Except to the extent otherwise provided in an Individual Agreement, if distributions while in-service are permitted by the Sponsoring Employer, a Participant may also be eligible to receive a hardship distribution. The Sponsoring Employer may elect in the Adoption Agreement to limit distributions while in-service only to hardship distributions from the Plan. For purposes of Vendors other than GuideStone, distributions while in-service shall be as provided in the applicable Individual Agreement.

Except to the extent otherwise provided in an Individual Agreement, a hardship distribution is limited to the Participant’s Elective Deferrals (not including any earnings thereon). In addition, a hardship distribution may include the following amounts in a Participant’s Transfer Contributions Account: (i) contributions (not including any earnings thereon) made pursuant to a salary reduction agreement (within the meaning of Code section 402(g)(3)(C)), and (ii) with respect to Transfer Contributions previously held in a Code section 403(b)(7) custodial account, contributions described in Code section 3121(a)(5)(D)).

Except as otherwise provided under an Individual Agreement, the following safe harbor requirements shall apply to all financial hardship distributions:

(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 on 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 the 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 all plans administered by the Employer, unless a loan would not increase the amount of need for the Participant.

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

**D) Exchange of Information.** The Plan shall provide for the exchange of information among the Employer and any Vendors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal described in Section 6.04(B), the Vendor(s) notifying the Employer of the withdrawal in order for the Employer to implement the resulting six-month suspension of the Participant’s right to make Elective Deferrals under this Plan. In addition, the Employer shall obtain information from any Vendors to determine the amount of any plan loans and the Accounts that are available to the Participant under this Plan or any other plans maintained by the Employer to satisfy the financial need.

**6.05 DISTRIBUTIONS AT SEVERANCE FROM EMPLOYMENT.** To the extent provided by the Sponsoring Employer in the Adoption Agreement and/or Individual Agreement, a Participant may begin receiving a distribution under the Plan of all or a portion of his/her Vested Account following a Severance from Employment.

**6.06 REQUIRED MINIMUM DISTRIBUTIONS.** The Plan Administrator may not distribute or direct any Trustee to distribute the Participant’s Account, nor may 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 thereunder.

**A) General Rules.**

**1) Individual Agreements.** The Plan and each Individual Agreement shall comply with the minimum distribution requirements of Code section 401(a)(9), the incidental benefit requirements of Code section 401(a), and the applicable Treasury Regulations.
(2) **Precedence.** The requirements of this Section 6.06 will take precedence over any inconsistent provisions of the Plan and any Individual Agreement. 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 of Treasury Regulation section 1.408-8 for purposes of determining required minimum distributions.

(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.** Except as otherwise provided in an Individual Agreement, 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, unless otherwise elected, 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 died, 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 6.06(B)(2) other than Section 6.06(B)(2)(a), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 6.06(B) and Section 6.06(D), unless Section 6.06(B)(2)(d) applies, distributions are considered to begin on the Participant’s Required Beginning Date. If Section 6.06(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 6.06(B)(2)(a). If distributions to the Participant under a lifetime or fixed period benefit, commence 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 6.06(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 6.06(C) and 6.06(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 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 in the Uniform Lifetime Table set forth in Treasury Regulation 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 and the Spouse is more than ten years younger than the Participant, the quotient obtained by dividing the Participant’s Account Balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation 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 6.06(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.** Except as otherwise provided in an Individual Agreement, 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 6.06(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 6.06(B)(2)(a), this Section 6.06(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, and subject to the terms of the applicable Individual Agreement, 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 6.06(B), “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 and the Participant’s Spouse, 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 Distribution 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, and subject to the terms of the Individual Agreement, 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 6.06, 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 Regulation 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 that 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 Regulation section 1.401(a)(9)-4.

(iv) The Participant or trustee of the trust, as applicable, provides the Plan Administrator with a list of all the beneficiaries of the trust, along with a description of the portion of the trust to which they are entitled and any conditions on their entitlement, and certifies, in accordance with the applicable rules, regulations or procedures adopted by the Plan Administrator that, to the best of the Participant’s and the Trustee’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 the Plan Administrator 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 Section 6.06 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 that 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 6.06(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 Regulation 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 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 70½, (2) the calendar year in which the Participant retire, or (3) such other date under Code section 401(a)(9) by which required minimum distributions must commence.

6.07 **DISTRIBUTIONS OF SMALL ACCOUNT BALANCES.** In accordance with applicable law and policies and procedures of the Vendor, a Participant who has a Severance from Employment and whose Vested Account Balance derived from all Contributions is not greater than a specified amount may 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. A Participant’s Roth Elective Deferral Account is taken into account in determining whether the total amount of the Participant’s Account balances under the Plan exceeds the amount for mandatory distributions.

6.08 **DEATH BENEFIT.** If the Participant dies before receiving a distribution of all of his/her Account, the Trustee, at the direction of the Plan Administrator, will distribute to the Participant’s Beneficiary the balance of the Participant’s Account in any form of payment permitted under the terms and conditions of the Adoption Agreement and/or Individual Agreement, 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 Severance from Employment on account of death.

In no event will the Trustee commence distributions, nor will the Beneficiary elect to have distributions commence, later than the Required Beginning Date as defined under Section 6.06, or under a method that does not satisfy Section 6.06.

6.09 **DISABILITY RETIREMENT BENEFIT.** If the Sponsoring Employer elects in the Adoption Agreement and/or Individual Agreement to permit disability retirement benefits, a Participant who becomes Disabled is eligible for a disability retirement benefit in any form of payment offered under the terms and conditions of the Adoption Agreement and/or Individual Agreement.
Except as otherwise provided in an Individual Agreement, 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 the Plan Administrator.

Further, if elected by the Sponsoring Employer in the Adoption Agreement or otherwise provided in the Individual Agreement, a Participant who becomes disabled but is not Disabled within the meaning of the Plan, will be eligible to receive a distribution from the Participant’s Employer Contribution Account.

6.10 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDRO). The Plan Administrator and Trustee must 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. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator 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, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator’s determination. The Plan Administrator must provide notice under this paragraph by mailing such notice to the Participant and each alternate payee’s address specified in the domestic relations order. If the Plan Administrator determines the order is a QDRO, the Plan Administrator will assign or will direct the Trustee to assign any amounts in accordance with the QDRO. If the Plan Administrator 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, the Plan Administrator 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 the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. The Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account.

(C) Time and method of payment. Except as otherwise provided in an Individual Agreement, distribution to an alternate payee under a QDRO may be made 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 6.10 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.

(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 6.10 is subject to the same requirements and protections that apply to QDROs.

The Plan Administrator or Trustee will make any payments or distributions required under this Section 6.10 by separate benefit checks or other separate distribution to the alternate payee(s).

6.11 TRANSFERS OUT OF THE PLAN. To the extent provided by the Sponsoring Employer in the Adoption Agreement and/or Individual Agreement, a Participant will be entitled to Transfer all or a portion of their Account to a plan of another employer at which the Participant is a current or former employee, or to another 403(b) plan of the Employer, if any.
Except as otherwise provided in an Individual Agreement, there are no limits on the number of Transfers 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. To the extent Transfers are permitted, all or a portion of a Participant’s Account eligible for a distribution as a single sum payment, excluding amounts required to be distributed under Section 6.06, if any, may be transferred directly to a Code section 403(b)(1) annuity contract, Code section 403(b)(7) custodial account, or Code section 403(b)(9) retirement income account. The Participant (or the Participant's Beneficiary, if the Participant is deceased), may request a Transfer in writing on a form prescribed by the Plan Administrator, provided that an irrevocable periodic payment option has not commenced with respect to such amounts.

6.12 DISTRIBUTION OF ROLLOVER AND TRANSFER CONTRIBUTIONS.

(A) Rollover Contribution Account. Except as otherwise provided in an Individual Agreement, the Trustee at the direction of the Plan Administrator will distribute to a Participant all or a portion of the Rollover Contribution Account and Roth Rollover Contribution Account in accordance with applicable law, at any time.

(B) Transfer Contribution Account. Except as otherwise provided in an Individual Agreement, the Trustee, at the direction of the Plan Administrator, will distribute to a Participant:

1. Following severance from employment, death, or Disability all or a portion of his/her Transfer Contribution Account attributable to employer contributions made by an employer with whom the Employee no longer has an employment relationship;

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)) made after December 31, 1988, and their earnings, following the Participant’s attainment of age 59½, eligibility to receive a qualified reservist distribution as defined in Code section 72(t)(2)(G), death, or Disability; and

3. All or a portion of his/her Transfer Contribution Account that is attributable to contributions made on an after-tax basis, in accordance with Code section 72.

Transfer Contributions attributable to contributions made by an employer (non-elective contributions) will be subject to the same distribution restrictions as Employer Contributions, unless otherwise provided by applicable law. 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.

6.13 ELIGIBLE ROLLOVER DISTRIBUTIONS.

(A) Participant election. A Participant may elect, at the time and in the manner the Plan Administrator 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, the payor must 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 a Plan distribution 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.
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; and (d) 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 after-tax contributions that are not includible in gross income. However, such portion may be transferred only to: (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; (ii) an individual retirement income 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), 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), a governmental 457(b) plan, or a Roth IRA described in Code section 408A, 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 Plan Administrator 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), and that is 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.
6.14 ORDERING RULES FOR DISTRIBUTIONS.

Except as otherwise provided in an Individual Agreement, the Employer operationally may implement an ordering rule procedure for distributions (including, but not limited to, hardship or other in-service distributions) from a Participant’s Account attributable to Tax Sheltered Contributions or Roth Elective Deferrals, and/or an ordering rule for hardship distributions or loans from a Participant’s Account in accordance with the requirements of (A) and (B) below.

Such procedure will be contained in a separate written document, which is hereby incorporated by reference and made a part of the Plan. Furthermore, such procedure may be modified or amended in writing from time to time without the necessity of amending this Section 6.14.

In applying such procedure, the Employer must treat all Participants on a reasonably equivalent basis. Further, to the extent the Employer is a NQCCO, the ordering rule must be administered in a way so as to not cause the Plan to fail to meet the requirements of Code section 403(b)(12).

(A) Tax Sheltered Contributions or Roth Elective Deferrals. Such procedure may specify whether the Tax Sheltered Contributions or Roth Elective Deferrals are distributed first, or such procedure may permit the Participant to elect which type of Elective Deferrals will be distributed first.

(B) Hardship Distributions or Loans. In the event the Employer permits the Participant to choose from among multiple Funding Vehicles offered through multiple Vendors, such procedure may specify that a Participant may take a hardship distribution and/or receive a loan, regardless of the provisions of the Individual Agreement, from a single Vendor, to the extent the Sponsoring Employer is able to coordinate such provision with all Vendors.
ARTICLE VII
LOANS

7.01 LOANS.

(A) To the extent permitted in the Adoption Agreement and/or Individual Agreement, loans shall be permitted under this Plan.

(B) Each Vendor shall be responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Plan Administrator shall take such steps as may be appropriate to ensure that all Plan loans comply with the limitations on loans set forth in Section 7.01(D), including, for example, the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Plan Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmit information to any Vendor, concerning any failure by a Participant to timely repay any loans made to a Participant under the Plan or any other plan of the Employer.

(C) If the Sponsoring Employer elects in the Adoption Agreement and/or Individual Agreement to permit Participant loans, the Trustee may, in the Trustee’s discretion, 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.

(D) Unless otherwise provided in an Individual Agreement, loans made pursuant to this Section 7.01 (when added to the outstanding balance of all other loans made by the Plan to the Participant) shall 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 the Employer will be considered one plan.

(E) 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 121. Loan repayments may be suspended under this Plan as permitted under Code section 414(u)(4).

(F) Any loans granted or renewed shall be made pursuant to a Participant loan program established by the Plan Administrator. Such loan program will be established in writing and 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 in the event of default.

Such Participant loan program will be contained in a separate written document which is hereby incorporated by reference and made a part of the Plan. Furthermore, such Participant loan program may be modified or amended in writing from time to time without the necessity of amending this Section 7.01.

(G) Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section 7.01, then the loan default will be a distributable event to the extent permitted by the Code and Treasury Regulations.

(H) Notwithstanding anything in this Section 7.01 to the contrary, any loans made prior to the date this Plan 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.

(I) Loans will be subject to terms, conditions and limitations necessary for administrative convenience and to enable the Plan to comply with applicable law.
ARTICLE VIII
PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS’ ACCOUNTS

8.01 POWERS AND DUTIES. Subject to the terms of the Plan, the Plan Administrator has the following powers and duties:

(A) To select a committee to assist the Plan Administrator;

(B) To select a secretary for the committee, who need not be a member of the committee;

(C) To determine the rights of eligibility of an Employee to participate in the Plan, and to the extent required by applicable law and at least once during each Plan Year, provide to each Employee eligible to participate in the Plan notice of the Employee's effective opportunity to enter into a Salary Reduction Agreement with the Sponsoring Employer;

(D) To determine the value of a Participant’s Account to the extent not provided by the Vendors;

(E) To establish policies and procedures necessary for the proper and efficient administration of the Plan provided such policies and procedures are not inconsistent with the terms of the Plan;

(F) To construe and enforce the terms of the Plan and the policies and procedures the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan’s operation;

(G) To direct the distribution of a Participant’s Account;

(H) To review and render decisions respecting a claim (or denial of a claim) for a benefit under the Plan;

(I) To furnish the Employer with information that the Employer may require for tax or other purposes;

(J) To engage the services of any third party to invest any Account under this Plan and to direct such third party to make payment to a Participant of his/her Vested Account;

(K) To establish reasonable procedures for determining the qualified status of domestic relations orders;

(L) To undertake correction of any Plan failures as necessary to preserve the Plan’s status as a Church Plan and as a retirement income account described in Code section 403(b)(9);

(M) To determine whether an Employee is disabled or has incurred a Disability;

(N) To engage the services of, and enter into separate administrative services agreement(s) and/or information sharing agreement(s) with, a third party to assist the Plan Administrator in carrying out its duties and responsibilities under the Plan; and

(O) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator will have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

8.02 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the committee, if any, the committee’s secretary, or such other person(s) designated by the Plan Administrator to sign on the Plan Administrator’s behalf, any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents (other than the Adoption Agreement).
8.03 **COMPENSATION.** The Plan Administrator and the members of the committee will serve without compensation for Plan Administrator services, but the Employers will pay all expenses of the Plan Administrator and committee.

8.04 **TERM/VACANCY.** The Plan Administrator will serve until his/her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Sponsoring Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

8.05 **ACCOUNT CHARGED.** The Plan Administrator will charge all distributions or Transfers made by a Participant or to his/her Beneficiary, from his/her Account, against such Account when made.

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

8.07 **FACILITY OF PAYMENT.** When, in the Plan Administrator’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, the Plan Administrator may direct the Trustee to make payments directly to the person, to the person's legal representative, or to a relative or friend of the person to be used exclusively for such person's benefit, or apply any such payment for the benefit of the person in such manner as the Plan Administrator deems advisable. The decision of the Plan Administrator, in each case, will be final, binding, and conclusive upon all persons ever interested hereunder. The Plan Administrator will not be obligated to see to the proper application or expenditure of any payment so made. Any benefit payment (or installment thereof) made in accordance with the provisions of this Section 8.07 will completely discharge the obligation for making such payment under the Plan. The Plan Administrator shall not have any liability with respect to payments so made and the Plan Administrator has no duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

8.08 **INDIVIDUAL ACCOUNTS / RECORDS.** The Plan Administrator will engage the services of third parties to maintain separate Account(s) in the name of each Participant to reflect the value of the Participant’s Account(s) under the Adoption Agreement and/or Individual Agreement and to maintain records of its activities.

8.09 **LIMITED LIABILITY.** Except as specifically required by applicable law, the Employer will not be liable to pay Plan benefits to a Participant in excess of the value of the Participant’s Account as the Plan Administrator determines in accordance with the Plan terms, and neither the Employer nor the Plan Administrator will be liable for losses arising from a decrease in the value of any investments acquired under this Plan.

8.10 **MANNER OF PAYMENT OF BENEFITS.** Except as provided in Sections 6.06 and 6.07, benefit payments will not be payable until the Participant, Beneficiary, or other applicable person requests commencement of payment on a form approved by the Plan Administrator. Benefits which are payable in a single sum distribution will be paid as soon as administratively feasible in accordance with policies and procedures adopted by the Plan Administrator.

Except as otherwise provided in an Individual Agreement, and 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 the Trustee. 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.

8.11 **MISSING PERSONS.** If the Plan Administrator is unable to locate the whereabouts of a Participant (or the Participant’s surviving Beneficiary), the Participant’s Contributions Accounts will be treated in a manner determined consistent with Code section 403(b).
8.12 OWNERSHIP. By executing the Adoption Agreement, the Sponsoring Employer has adopted the 403(b) Retirement Plan Trust to hold the assets of the Individual Agreement for the retirement income account with GuideStone. The Plan incorporates by reference the provisions of the Trust as if fully set forth herein.

8.13 PLAN INVESTMENTS ELECTION.

(A) All amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicle(s), and all income attributable to such amounts, property, or rights shall be held and invested in one or more annuity contracts described in Code section 403(b)(1), custodial accounts described in Code section 403(b)(7), or retirement income accounts described in Code section 403(b)(9).

(B) Unless otherwise provided in an Individual Agreement, a Participant will have the right to direct the investment or reinvestment of the assets comprising the Participant’s Account. The Plan Administrator may apply restrictions on the frequency of investment fund changes or other requirements applicable to Participant direction of investments.

(C) To the extent permitted by applicable law, regulations and other guidance, in the case of an organization that meets the definition of NQCCO, the Sponsoring Employer shall maintain a list of all Vendors included under the Plan. Such list is hereby incorporated as part of the Plan as required by Code section 403(b), the applicable Treasury Regulations and other guidance. Each Vendor and the Sponsoring Employer shall exchange such information as may be necessary to satisfy Code section 403(b) or other requirements of applicable law. In the case of a Vendor that is not eligible to receive Contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Contributions under the Plan and a Vendor holding assets under the Plan in accordance with Section 5.04), the Sponsoring Employer shall continually keep the Vendor informed of the name and contact information of the Sponsoring Employer in order to coordinate information necessary to satisfy Code section 403(b) or other requirements of applicable law.

8.14 VALUE OF PARTICIPANT’S ACCOUNT. Except as otherwise provided in an Individual Agreement, the value of each Participant’s Account consists of his/her accumulated balance as of each business day of the Plan Year.
ARTICLE IX
PARTICIPANT ADMINISTRATIVE PROVISIONS

9.01 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator 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 the Plan Administrator, or as shown on the records of the Employer, binds the Participant or Beneficiary for all purposes of this Plan.

9.02 BENEFICIARY DESIGNATION. Except as otherwise provided in an Individual Agreement, a Participant may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant’s Account in the event of death. The Plan Administrator 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. A divorce decree will revoke the Participant’s designation, if any, of his/her Spouse as his/her Beneficiary under the Plan. If the Sponsoring Employer in the Adoption Agreement elects to require the notarized consent of a Spouse, marriage will revoke a previous Beneficiary designation. If the Sponsoring Employer in the Adoption Agreement elects not to require the consent of a Spouse, marriage will not revoke a previous Beneficiary designation. Additionally, the consent of the Participant’s Spouse will not be required if the Participant provides the Plan Administrator with a decree of legal separation or with evidence satisfactory to the Plan Administrator that the Spouse’s consent cannot be obtained.

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. The Plan Administrator will direct the Trustee as to whom the Trustee will make payment under Section 9.02 and 9.03.

9.03 NO BENEFICIARY DESIGNATION. Except as otherwise provided in an Individual Agreement, if a Participant fails to name a Beneficiary in accordance with Section 9.02, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant’s remaining Account in accordance with Article IV 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, the Trustee will pay the remaining Account to the Beneficiary’s estate.

9.04 PARTICIPANT OR BENEFICIARY INCAPACITATED. If, in the opinion of the Plan Administrator, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his/her affairs because of a mental or physical condition, the Plan Administrator may direct the Trustee to make the distribution to the Participant’s or Beneficiary’s guardian, conservator, trustee or custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his/her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

9.05 PERSONAL DATA TO PLAN ADMINISTRATOR. Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator 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 the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his/her failure to comply with its request.
9.06 **SALARY REDUCTION AGREEMENT.**

(A) **General.** A Participant may elect to make Elective Deferrals pursuant to a Salary Reduction Agreement.

(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. In addition, unless an election is otherwise modified, if an Employee is absent from work by leave of absence, the Salary Reduction Agreement under the Plan shall continue to the extent Compensation continues to be paid. A Participant may modify his/her Salary Reduction Agreement by executing a new Salary Reduction Agreement in accordance with the Sponsoring Employer’s elections in Section 2.03 of the Adoption Agreement, or as provided in the Individual Agreement.

(D) **Notice Requirement.** To the extent required by applicable law, Treasury Regulations, other guidance, and at least once during each Plan Year, in the case of an organization that meets the definition of a NQCCO, the Plan Administrator shall provide to each Employee eligible to participate in the Plan notice of the Employee’s effective opportunity to enter into a Salary Reduction Agreement with the Employer. The notice must be sufficiently accurate and comprehensive to apprise the Employee of such right to make (or change) a cash or deferred election, the period of time during which an election may be made, and any other conditions on elections.
ARTICLE X
MISCELLANEOUS

10.01 **EFFECT ON OTHER PLANS.** This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of any Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

10.02 **EMPLOYMENT NOT GUARANTEED.** Nothing contained in this Plan, or any modification of 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 Employer, the Plan Administrator, the Trustee, plan service provider, any other employee of the Employer, or any agents thereof except as expressly provided by the Plan.

10.03 **ERRONEOUS PAYMENTS.** If the Trustee or Plan Administrator makes any payments that, according to the terms of the Plan and the benefits provided hereunder, should not have been made, the Trustee or Plan Administrator 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 the Trustee or Plan Administrator.

10.04 **FIDUCIARY RESPONSIBILITY.** All fiduciary duties and responsibilities related to and arising under the Plan will be fulfilled solely by the Employer.

10.05 **LIMITATION ON OTHER PROVISIONS.** Any document incorporated as part of the Plan that contains provisions inconsistent with Code section 403(b), or that applies the requirements of ERISA, is not intended to be a part of the Plan.

10.06 **NO ASSIGNMENT OR ALIENATION.** Except as provided in Section 6.10, neither a Participant nor a Beneficiary will 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 the Plan Administrator and the Trustee 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.

10.07 **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 the Plan Administrator 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 giving of a notice or approve a shorter notice period except as otherwise required by the Code.

10.08 **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).

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

10.10 **DISASTER RELIEF.** Notwithstanding any provision of this Plan to the contrary, contributions, distributions, and loans will be provided in accordance with any applicable relief related to disasters provided by the IRS.

The Trustee may require the Employer to furnish whatever evidence the Trustee deems necessary to enable the Trustee to confirm that the Employer has requested such benefit be provided under this Section 10.10.
10.11 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 an Employer. No person will have any interest in, or right to, the Trust Fund or any part thereof, except as specifically provided for in this Plan or the Trust, or both.
ARTICLE XI
AMENDMENT, FREEZING, AND TERMINATION

11.01 AMENDMENT BY SPONSORING EMPLOYER. The Sponsoring Employer has the right at any time and from time to time to amend the Adoption Agreement in any manner it considers necessary or advisable within the parameters of the existing Adoption Agreement elections; provided, however, the Sponsoring Employer may not make any amendment which affects the rights, duties or responsibilities of GuideStone without written consent of GuideStone.

The Sponsoring Employer must make all such amendments by executing a new Adoption Agreement. Each Adoption Agreement must state its initial and/or restated effective date.

11.02 AMENDMENT OF BASIC PLAN DOCUMENT. GuideStone maintains the Basic Plan Document and the Adoption Agreement for the Sponsoring Employer and may amend the Basic Plan Document, Trust and Adoption Agreement from time to time to comply with applicable law or for such other reasons as GuideStone deems necessary from time to time. No amendment at any time will decrease a Participant’s accrued benefits. Any cross-reference in this Plan to the Adoption Agreement may be adjusted from time to time as determined necessary or appropriate by GuideStone to coordinate the provisions of the Plan and the Adoption Agreement. GuideStone will not make any amendment to the Plan that affects the rights, duties or responsibilities of the Sponsoring Employer or the Plan Administrator without written consent of the Sponsoring Employer.

11.03 FREEZING OF PLAN. The Sponsoring Employer has the right, at any time, to cease (freeze) further Contributions to the Plan. Upon freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Contributions) remain operative until distribution of all Accounts.

11.04 TERMINATION OF PLAN.

(A) The Sponsoring Employer has adopted the Plan with the intention and expectation that Contributions will be continued indefinitely. However, the Sponsoring Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue Contributions under the Plan at any time without any liability hereunder for any such discontinuance. Accordingly, the Sponsoring Employer may terminate the Plan in accordance with Treasury Regulation section 1.403(b)-10(a) at any time by providing written notice to GuideStone.

(B) The Sponsoring Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Adoption Agreement and/or Individual Agreement, all Accounts will be distributed, provided that the Sponsoring Employer does 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 Treasury 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 provisions of Code section 401(a)(31)(B) when making distributions under this Section of the Plan.

11.05 PLAN CONTINUATION BY SUCCESSOR SPONSORING EMPLOYER. In the event of the dissolution, merger, consolidation or reorganization of the Sponsoring Employer, provision may be made for a continuation of the Plan by any successor employer with the consent of the Trustee, provided such successor employer is eligible to participate in a Church Plan. In such event, the successor employer shall assume the Plan liabilities of the Sponsoring Employer and have all the powers, duties and responsibilities of the Sponsoring Employer hereunder.

11.06 PLAN MERGER OR CONSOLIDATION.

(A) In the event of any proposed merger or consolidation of the Plan with, or proposed 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 or directors of the Sponsoring Employer and the board of trustees or directors of any new 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) In the event of a Plan merger or consolidation, the Trustee will pay all funds held by the Trust for the benefit of the Sponsoring Employer and its Participants to the funding agency specified by the Sponsoring Employer, such payment to be made in accordance with the terms of one of the following payout methods selected by the Sponsoring Employer:

(1) The Trustee will determine the current market value of the funds on deposit with respect to the assets of the Plan held by the Trustee, and the Trustee will pay the lesser of the book value or market value of such funds to the alternative funding agency designated by the Sponsoring Employer in a lump sum within six months after the effective date of such consolidation or merger.

(2) The Trustee will transfer the value of the funds on deposit with respect to the assets of the Plan held by the Trustee to the alternative funding agency designated by the Sponsoring Employer in accordance with the terms of a payout method to be mutually agreed upon, reduced to writing and signed by the Trustee and the Sponsoring Employer.

(C) Notwithstanding Sections 11.06(A) and 11.06(B), with respect to the assets of the Plan held by the Trustee, 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 the Sponsoring Employer before any assets held by the Trust are distributed as provided in this Section.

(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.

* * * * * * * * *
This Trust Agreement (the “Trust Agreement”), made and entered into, by and between the Sponsoring Employer and GuideStone Financial Resources of the Southern Baptist Convention or its successors (the “Trustee”), effective as described in Article I below.

For purposes of this Trust Agreement, the term “Sponsoring Employer” refers to that particular organization that has established the Plan. Each Sponsoring Employer shall have a separate trust as evidenced by this Trust Agreement.

W I T N E S S E T H:

WHEREAS, the Sponsoring Employer has established a retirement plan known as the 403(b)(9) Retirement Plan of the Sponsoring Employer (the “Plan”) for the benefit of eligible Employees of the Sponsoring Employer and any Participating Employers under the Plan, a copy of which, as presently in effect and as amended from time to time, shall be filed with the Trustee; and

WHEREAS, the Sponsoring Employer has established the 403(b)(9) Retirement Plan of the Sponsoring Employer Trust (the “Trust”) to hold, administer, and invest the Plan assets held from time to time by the Trustee, and to fund benefits payable under the Plan; and

WHEREAS, the Sponsoring Employer has appointed the Trustee to serve as Trustee under the Trust with respect to Plan investments held at GuideStone, and the Trustee has agreed to so serve; and

NOW, THEREFORE, the parties do hereby adopt the Trust in its entirety to provide as follows:

Article I. Definitions and Effective Date.

All capitalized words and phrases used but not defined in this Trust Agreement shall have the respective meanings given such terms in the Plan.

This Trust shall be effective as of the later of January 1, 2009, or the initial effective date of the adoption of the Plan by the Sponsoring Employer.

Article II. Establishment of Trust.

The Sponsoring Employer and the Trustee hereby enter into this Trust Agreement which establishes a Trust consisting of (1) such sums of money and other property acceptable to the Trustee as may from time to time be contributed or transferred to the Trustee under the terms of the Plan; (2) any property to which the Trust Fund may from time to time be converted, and (3) all investments thereof and all earnings, profits, increments, additions and appreciation thereon. The Trust shall be held, managed and administered by the Trustee pursuant to this Trust Agreement without distinction between principal and income. This Trust shall be established upon the Trustee’s acceptance of delivery of assets to the Trustee to be held in the Trust Fund in accordance with the terms of this Trust Agreement.

This Trust Agreement, as amended from time to time, shall be deemed part of the Plan, and all rights and benefits provided to persons under the Plan shall be subject to the terms of this Trust Agreement. To the extent any provision of this Trust, other than provisions describing the rights, duties and responsibilities of the Trustee, conflicts with any provisions of the Plan, the provisions of the Plan shall control.

The Sponsoring Employer acknowledges that the Uniform Prudent Investors Act (UPIA) and the Texas Trust Code may impose certain requirements on this Trust Agreement but that these requirements may be varied pursuant to the specific terms of the Trust Agreement. The Sponsoring Employer intends that the
terms of this Trust Agreement shall control except to the extent inconsistent with the provisions of the UPIA and the Texas Trust Code.

**Article III. Purpose of Trust.**

The purpose of the Trust is to invest in and hold property for the exclusive benefit of Participants and their Beneficiaries. Except as permitted by law and as specifically provided in the Plan, no part of the Trust Fund shall be used for, or diverted to, any purposes other than for the exclusive benefit of Participants and their Beneficiaries at any time prior to the satisfaction of all rights and liabilities with respect to Participants and their Beneficiaries under the Plan, as required under Treasury Regulation section 1.403(b)-9. At no time shall the Trust be operated or construed in a manner contrary to this purpose.

The Trust shall be a separate entity from the Sponsoring Employer and its assets. In no event shall the Trust Fund ever be subject to the rights or claims of any creditor of any Employer. It is expressly understood that the duties and obligations of the Trustee shall be only those expressly stated in this Trust Agreement.

The Trust is formed exclusively for religious and charitable purposes and in connection therewith exclusively for the benefit of, and to assist in carrying out the purposes of the Sponsoring Employer by providing retirement benefits to employees of the Sponsoring Employer and any Participating Employer. The Trust is intended to be exempt from federal and state income tax, and shall be construed accordingly.

The Plan is intended to constitute a church plan as defined in Code section 414(e) and Section 3(33) of ERISA. In the event of any ambiguity or uncertainty as to how any provision of this Trust relates to or affects the Plan, the Trust shall be interpreted and administered in such fashion as to meet the requirements applicable to a church plan and to a Code section 403(b)(9) retirement income account plan.

**Article IV. Contributions to Trustee.**

The Trustee shall accept any cash, and may accept any other property acceptable to the Trustee tendered to it as contributions hereunder, but shall not be under any duty nor have any right to require any Employer or any other person to contribute to the Trust Fund, to determine whether the amount of any contribution has been timely transferred to the Trust or correctly computed under the terms of the Plan, or to determine the character or nature of any contributions. The responsibility of the Trustee shall be limited to holding the sums of money, securities, and other property actually received by it and distributing such sums in accordance with directions given from time to time by the Sponsoring Employer, Participants or Beneficiaries.

**Article V. Distributions.**

The Trustee shall, from time to time, make distributions from the Trust Fund (including loans of Plan assets, if permitted by the Adoption Agreement) to such persons, in such amounts, and in such manner as the Sponsoring Employer may direct in writing or in such other form as is mutually acceptable to the Sponsoring Employer and the Trustee. Directions to the Trustee from the Sponsoring Employer need not specify the purpose of the distributions so ordered, and the Trustee shall not be responsible in any way for the propriety of such distributions or for the administration of the Plan. Any such directions shall constitute a certification that each distribution is one which the Sponsoring Employer is authorized to direct. The Trustee shall not be responsible for the adequacy of the Trust Fund to meet and discharge any liabilities under the Plan. If a dispute arises regarding who is entitled to or should receive any distribution from the Trust Fund, the Trustee may withhold, or cause the withholding of, such distribution until the dispute has been resolved.
Article VI. Exclusive Benefit.

Except as the Plan Administrator may authorize the Trustee to return contributions to the Employer pursuant to the terms of the Plan, no part of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries, and for defraying reasonable expenses of the Trust and that portion of the Plan funded through the Trust. Pursuant to the requirements of Treasury Regulation section 1.403(b)-9(a)(2)(C), no assets from the Trust Fund will be used to provide loans or other extensions of credit to any Employer.

No Employer shall have any beneficial interest in the assets of the Trust, and no part of the Trust Fund shall ever revert to or be repaid to any Employer, directly or indirectly, except as provided above.

Article VII. Expenses of the Plan and Trust.

All legal, administrative, taxes, and other expenses of either the Trust or that portion of the Plan funded through the Trust and the Trustee’s fees (if any) shall be paid by the Trust except to the extent paid by the Sponsoring Employer or required to be paid by the Participant.

Article VIII. Duties and Responsibilities of Trustee.

It is the duty of the Trustee to hold in trust the funds from time to time received by it and, except as otherwise provided herein, to invest the principal and income of the Trust in real or personal property in accordance with the provisions and requirements of the Plan, this Trust Agreement, and the investment policy and method established by the Sponsoring Employer, if any. Notwithstanding the foregoing, it is expected that the Trustee will at all times acquire, retain or sell, and invest or reinvest, the assets of the Plan only upon the direction and instruction of the Sponsoring Employer and in accordance with Participant investment elections.

The Trustee may commingle for investment purposes the assets of the Trust with any other assets devoted exclusively to church purposes, provided that at all times such commingling occurs that the Trustee shall maintain separate accounts to reflect the interest of the Trust in the commingled assets.

In carrying out its powers and duties under this Trust, but subject to the investment direction and control granted to the Sponsoring Employer hereunder, the Trustee shall do so with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and shall discharge such powers and duties for the exclusive purpose of providing benefits to the Participants and Beneficiaries and defraying the reasonable expenses of administering the Plan; provided, however, neither the Trustee nor the Sponsoring Employer shall be liable under the UPIA, Chapter 117 of the Texas Trust Code, the exclusive benefit provisions of this Trust, or otherwise for any decision of the Sponsoring Employer to utilize investment funds under the Plan that are socially screened or designed in a manner consistent with the religious, moral and ethical posture of the Sponsoring Employer and Trustee with respect to such investments.

To the extent that the Sponsoring Employer allocates any responsibilities or fiduciary duties with respect to the Plan to one or more co-fiduciaries, the Trustee shall not be liable for any acts or omissions of any such co-fiduciaries unless the Trustee has actual knowledge of such acts or omissions.

The Trustee shall not be liable for acquiring, retaining or selling, or investing or reinvesting, the assets of the Plan in accordance with the direction and instruction of the Sponsoring Employer or in accordance with Participant investment elections, nor for any loss or diminution of the Trust Fund resulting from action or inaction by the Trustee pursuant to such direction or instruction or due to inaction in the absence of such direction. This limitation of liability of the Trustee shall extend to and include action or inaction taken by the Trustee with respect to investment funds and options selected and retained by the Sponsoring Employer for inclusion in the Plan, whether such funds and options are made available by the Trustee, an affiliate of the Trustee, or otherwise, including, without limitation, any investment option established by
the Sponsoring Employer that permits Participants and Beneficiaries to make securities trades on their own action and direction through a brokerage firm. The liability of the Trustee for action or inaction hereunder with respect to Plan investments in connection with Participant or Beneficiary investment elections shall be limited as described in Article X of this Trust Agreement, in accordance with the provisions of such Article.

**Article IX. Specific Powers and Duties of Trustee.**

Prior to entering into this Trust Agreement, the Trustee has provided information to the Sponsoring Employer regarding the investment funds made available by the Trustee or an affiliate of the Trustee for investment by Participants and Beneficiaries (the “Available Investment Funds”). By entering into this Trust Agreement, the Sponsoring Employer acknowledges and agrees that: (a) it has determined that the Available Investment Funds are suitable for the Plan and the Plan’s Participants and Beneficiaries; and (b) it is directing the Trustee to utilize the Available Investment Funds for investment by Participants and Beneficiaries. If at any time the Sponsoring Employer directs the Trustee to add or delete investment funds for investment by Participants and Beneficiaries, then in such event the Sponsoring Employer shall provide the Trustee with prior written notice of such direction at least ninety (90) days in advance.

As provided in Articles V, VIII and X hereof, it is the intention of the Sponsoring Employer in establishing the Trust that the Trustee be, at all times, a directed trustee of the Trust Fund, so that the Trustee shall not be deemed to exercise any discretion with respect to the investment or distribution of Trust assets. The fact that the Trustee offers the Available Investment Funds shall not be construed as investment discretion on the part of the Trustee because the Sponsoring Employer, not the Trustee, must determine whether the Available Investment Funds may be used as investment funds under the Plan.

To the extent not inconsistent with the grant to the Sponsoring Employer of sole discretion regarding the use of the Available Investment Funds and the right of the Participants and Beneficiaries to direct the investment of their Accounts in and among the Available Investment Funds, the Trustee shall have the following powers and duties regarding the Trust and the Trust Fund to the extent necessary or appropriate in connection with all or a portion of the Trust Fund:

1. to sell at public or private sale, exchange, convey, transfer, lease, or otherwise dispose of, and also to grant options with respect to all or any part of any property at any time held in the Trust Fund, for such considerations, in cash or in credit, and upon such terms and conditions, as it shall deem advisable, and to open and maintain margin accounts in connection with the purchase of securities;

2. to compromise, adjust or settle any claim in respect of any debt or other obligation due to it as Trustee hereunder, to institute and prosecute any and all legal proceedings (including foreclosure proceedings) on behalf of the Plan, or to take any other action for the purpose of enforcing any such claim, and to change the rate of interest or extend the maturity date of any such debt or obligation, provided that the Trustee shall take such actions with respect to a Plan loan only upon the direction of the Sponsoring Employer;

3. to compromise, adjust or settle any claim with respect to any debt or other obligation due to third persons from it as Trustee hereunder, to defend any and all legal proceedings in respect of any such claim; and to change the rate of interest on, extend the maturity date of, or otherwise modify the terms of any such debt or obligation;

4. to institute, prosecute, maintain, or defend any proceeding, at law or in equity, concerning the Trust or the assets thereof, at the sole cost and expense of the Trust; provided, however, that the Trustee shall be under no duty or obligation to institute, defend or maintain any action, suit, or other legal proceeding unless it shall have been indemnified to its satisfaction against any and all loss, cost, expense, and liability it may sustain or anticipate by reason thereof;
(5) to join in and become a party to, or to oppose any reorganization (including any consolidation, merger, or other capital changes) of any corporate securities which may at any time be held in the Trust Fund, or any plan or agreement for the protection of the interests of the holders of any such securities; to participate in any such protective plan or agreement or any such reorganization to the same extent and as fully as though it was the absolute and individual owner of such securities; to deposit with the Sponsoring Employer or depositaries pursuant to any such protective plan or agreement any securities held in the Trust Fund; to make payments from the Trust Fund of charges or assessments imposed by the terms of any such protective plan or agreement on any such reorganization; and to receive and continue to hold in the Trust Fund any property allotted to the Trust Fund by reason of the Trustee’s participation therein;

(6) to vote, in person or by general or limited proxy, on any securities at any time held in the Trust Fund, at any meeting of security holders, with respect to any business which may come before the meeting; to execute general or limited proxies to one or more nominees; as holder of said securities, to consent to, approve and authorize any corporate act or proceeding, including any merger on consolidation, lease, mortgage or sale of corporate property, or dissolution or liquidation, whether or not proposed at any such meeting; to execute such instruments as may be necessary or appropriate therefore; and generally to exercise the powers of an owner with respect to stocks, bonds, securities, or other property;

(7) to exercise any conversion or subscription rights appurtenant to any securities at any time held in the Trust Fund or to sell any such rights;

(8) to execute, acknowledge and deliver any and all deeds, leases, assignments and other instruments that it may deem necessary or proper in the exercise of any of its powers under this Trust Agreement;

(9) to cause any property at any time held in the Trust Fund to be registered in the name of a nominee of the Trustee, without disclosure of the Trust, or to hold in bearer form any securities at any time held in the Trust Fund so that they will pass by delivery, but any such registration or holding by the Trustee shall not release it from its responsibility for the safe custody and disposition of the Trust Fund, in accordance with the terms and provisions of this Trust Agreement;

(10) to borrow from time to time money from persons or others for the purposes of the Trust created hereby on such terms and conditions as the Trustee may deem advisable;

(11) to employ such agents, experts, counsel, and other persons (any of whom may also be employed by or represent an Employer) deemed by the Trustee to be necessary or proper for the administration of the Trust; to rely and act on information and advice furnished by such agents, experts, counsel, and other persons; to delegate to agents, experts, counsel or other persons any or all of the discretionary powers granted to the Trustee under the terms of the Trust; and to pay the Trustee’s reasonable expenses and compensation for services to the Trust from the Trust Fund. The Trustee shall not be liable for any act or omission of any such agent, expert, counsel or other persons, including an agent, expert, counsel or other person having delegated authority to exercise discretionary powers, provided that the Trustee has exercised due care in the selection of such agent, expert, counsel or other person;

(12) to make recommendations with respect to products and services of the Trustee or its affiliates and to pay for such products and services from the Trust Fund unless paid for by an Employer or by a Participant or Beneficiary;

(13) to determine the cash requirements of the Trust Fund and to hold part or all of the Trust Fund uninvested, and the Trustee is further authorized to deposit, at interest, such Plan assets that it holds as it may from time to time deem appropriate in time deposits or savings accounts bearing a reasonable interest rate;

(14) to invest and reinvest in bonds, notes, debentures, stocks, options, mutual funds (including, but not limited to, registered mutual funds for which the Trustee or an affiliate of the Trustee serves
as shareholder service provider or investment advisor), life insurance policies, mortgages, vendors' interest in contracts for sale of real property or other property, real, personal or mixed, in such manner and to such extent as is prudent under the circumstances;

(15) to transfer monies and assets of the Trust into common trust funds established for the Plan, including common trust funds held by the Trustee or its custodian;

(16) to establish, change, manage and/or make available funds for investment of the Trust Fund in accordance with direction by the Sponsoring Employer and in its sole discretion to establish procedures for investment of the Trust Fund in these investment funds;

(17) to do all acts, whether or not expressly authorized herein, which it may deem necessary and proper for the protection of the property held hereunder, and to carry out the purposes of the Plan;

(18) to utilize financial futures, forwards and options to assist in controlling risk and enhancing portfolio values in a manner that is prudent and intended to further the purposes of the Trust;

(19) to receive, collect, and give receipts for every item of income or principal of the Trust Fund;

(20) to make application for any contract issued by an insurance company to be purchased under the Plan, to accept and hold any such contract, and to assign and deliver any such contract;

(21) to retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction;

(22) to serve not only as Trustee, but also in any other fiduciary capacity with respect to the Plan pursuant to such agreements or practices as the Trustee considers necessary or appropriate under the circumstances;

(23) to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted to the Trustee;

(24) to pay any real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future law against the Trust, without any approval or direction of the Sponsoring Employer; and

(25) to pay any estate, inheritance, income, or other tax, charge, or assessment attributable to any benefit which, in the Trustee’s opinion, it shall be or may be required to pay out of such benefit; and to require, before making any such payment, such release or other document from any taxing authority and such indemnity from the intended payee as the Trustee shall deem necessary for its protection.

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**Article X. Participant Investment Elections.**

Participants and, if applicable, Beneficiaries may elect to direct the Trustee as to the investment of all or a portion of the amount in any one or more of their respective Accounts, as permitted by the Plan, in specific investment funds established by the Trustee under the Trust in accordance with directions of the Sponsoring Employer. Neither the Trustee nor any Employer shall be liable or responsible for any loss resulting to the Accounts of a Participant or Beneficiary because of any sale or investment directed by the Participant or Beneficiary or because of the failure to take any action regarding an investment acquired pursuant to such investment direction. The Trustee and any Employer under the Plan shall be indemnified by the Participant or Beneficiary from and against any liability to which the Trustee or any Employer under the Plan may be subjected pursuant to such investment direction by the Participant or Beneficiary or for failure to act in the absence of instructions from the Participant or Beneficiary. If a Participant or Beneficiary who has investment authority under the terms of the Plan fails to provide investment direction with respect to assets held by the Trustee, the Trustee shall invest such Participant’s or Beneficiary’s Plan...
assets in accordance with the default investment fund of the Plan applicable to Plan investments with GuideStone.

**Article XI. Investment Responsibility.**

The Trustee individually may appoint one or more investment managers that shall have the power to manage, acquire, or dispose of all or part of the Trust assets in accordance with the provisions of the Plan and Trust Agreement. The Trustee and investment manager shall execute a written agreement specifying the Trust assets to be managed and the investment manager’s duties and responsibilities with respect to such assets, and in such agreement the investment manager shall acknowledge that it is a fiduciary with respect to the Plan and Trust. An investment manager appointed by the Trustee shall have the investment powers granted the Trustee in Article IX of this Trust Agreement, except to the extent limited by an agreement between the Trustee and investment manager. In the event an investment manager is appointed as provided herein, the Trustee shall follow the instructions of such investment manager and shall be under no duty to make an independent determination regarding whether the instruction is proper. The Trustee shall not be liable for the acts or omissions of such investment manager, and shall not be obligated or liable to supervise any investment manager to whom investment authority has been delegated, and the Trustee shall not be subject to any obligation to invest or otherwise manage any asset of the Plan which is subject to the management of such investment manager; provided, however, that the Trustee shall have a continuing obligation to monitor the performance of any investment manager or managers appointed by the Trustee. The fees and expenses of an investment manager shall be paid by the Trust except to the extent paid by any Employer, Participant or Beneficiary.

**Article XII. Compensation of Trustee and Agents.**

The Trustee shall be entitled to reasonable compensation for its services and shall also be entitled to reimbursement for expenses properly and actually incurred in the administration of the Trust. The Trustee may employ such agents, attorneys, accountants, or assistants as it may from time to time deem necessary or advisable, in furtherance of the purpose of the Trust, and fix the compensation to be paid to them. Such counsel or other agents may also be consultants to or employed by an Employer. The expenses of the Trustee and the compensation of the persons so employed shall be paid by the Trust Fund or the Sponsoring Employer, as the Sponsoring Employer shall determine, on at least an annual basis.

**Article XIII. Reports of Trustee.**

The Trustee shall maintain accurate and detailed records and accounts of investments, receipts, disbursements and other transactions of the Trust, and shall render reports to the Sponsoring Employer and to Participants in such form and containing such information as it deems necessary; provided that such information shall satisfy all requirements imposed by applicable law. All accounts, books and records relating to the Trust Fund shall at all reasonable times be open to inspection by any person designated by the Sponsoring Employer.

Within sixty (60) days after the removal or resignation of the Trustee as provided in Article XIV hereof, the Trustee shall file with the Sponsoring Employer a condensed written report showing receipts and disbursements and other transactions related to the Sponsoring Employer’s participation in the Trust during each calendar year or other period. Upon the expiration of ninety (90) days from the filing of such account, the Trustee shall be forever released and discharged from any liability or accountability to anyone with respect to the propriety of their accounts or transactions shown in such account, except for the Trustee’s acts or omission that constitutes fraud or gross negligence which cannot be reasonably discovered by the Sponsoring Employer within ninety (90) days, and with respect to any such accounts or transactions as to which the Sponsoring Employer shall, within such ninety (90) day period, file with the Trustee written objections.
The Trustee shall retain the records relating to the Trust as long as necessary for the proper administration thereof and at least for any period required by any applicable law.

**Article XIV. Resignation, Removal and Substitution of Trustee.**

The Trustee may resign at any time upon sixty days notice to the Sponsoring Employer. The Trustee may be removed at any time by the Sponsoring Employer upon sixty days written notice to the Trustee, with or without cause, subject to the terms of the Plan regarding transfer of Plan assets to an alternative funding agency. Upon resignation or removal of the Trustee, the Sponsoring Employer shall appoint a successor trustee, such successor trustee to have the same powers and duties as are conferred upon the Trustee hereunder. Upon the delivery by the Trustee to the successor trustee of all property of the Trust Fund, less such reasonable amount as it shall deem necessary to provide for its expenses, compensation, and any taxes or advances chargeable or payable out of the Trust Fund, the successor trustee thereupon shall have the same powers and duties as were conferred upon the Trustee. No successor trustee shall have any obligation or liability with respect to the acts or omissions of its predecessors.

In the event that the Trustee merges or consolidates with another corporation or sells or transfers substantially all of its assets and business to another corporation, or is in any manner reorganized or reincorporated, then the resulting or acquiring corporation shall thereupon become the Trustee hereunder without the execution of any instrument and without the need for any action by the Sponsoring Employer, any Participant or Beneficiary, or any other person having or claiming to have an interest in the Trust Fund or the Plan. Notwithstanding other provisions of this Trust Agreement to the contrary, the Trustee shall give the Sponsoring Employer at least sixty (60) days prior notice before Trustee merges or consolidates with another corporation or sells or transfers substantially all of its assets and businesses to another corporation.

The appointment of a successor trustee shall become effective as of the date the Sponsoring Employer receives the successor trustee’s written acceptance of the appointment. The successor trustee’s signature on the Adoption Agreement signed on behalf of the Sponsoring Employer constitutes its acceptance of its appointment, and the successor trustee shall thereupon be the Trustee. The Sponsoring Employer shall appoint a new trustee if the successor trustee fails to accept its appointment in writing.

**Article XV. The Sponsoring Employer.**

The Sponsoring Employer shall certify to the Trustee from time to time the name(s) of the person(s) authorized to act on behalf of the Sponsoring Employer. Unless otherwise agreed to by the Sponsoring Employer and the Trustee, all directions to the Trustee by the Sponsoring Employer shall be in writing, properly certified by an authorized person previously designated by the Sponsoring Employer. The Trustee shall be entitled to rely without further inquiry upon all such directions received from the Sponsoring Employer.
Article XVI. Amendment and Termination.
The Trustee shall have the right individually, at any time, by an instrument in writing, duly executed and acknowledged by the Trustee, to modify, alter or amend this Trust Agreement, in whole or in part, in a manner necessary or appropriate to comply with applicable law or to coordinate with the provisions of the Plan.

The Sponsoring Employer and the Trustee shall have the right to modify, alter or amend this Trust Agreement in whole or in part, at any time, by an instrument in writing duly executed and acknowledged by both parties in accordance with the express provisions of the Plan and applicable law.

No amendment shall cause any part of the corpus or income of the Trust Fund to be used for or diverted to purposes other than the payment of benefits to Participants and their Beneficiaries, or the reasonable expenses of administration of the Plan and Trust.

Article XVII. Irrevocability.
Subject to the provisions of the Plan, the Trust is declared to be irrevocable, and except as otherwise provided in Article VI, no part of the Trust Fund shall revert to or be recoverable by the Sponsoring Employer or any Participating Employer, or be used for or diverted to any purposes other than for the exclusive benefit of Participants and Beneficiaries.

Article XVIII. Parties to the Trust Agreement.
Any Participating Employer that has adopted the Plan in accordance with the terms thereof shall become a party to this Trust Agreement and shall be bound by all terms and conditions of the Plan and this Trust Agreement, as then in effect and as may thereafter be amended. The Trustee shall invest and administer the Trust Fund as a single fund for investment and accounting purposes, provided that at all times the interests of Participants and Beneficiaries shall be accounted for separately.

Any corporation or other participating entity, other than the Sponsoring Employer, shall cease to be a party to this Trust Agreement upon delivering to the Trustee a certified copy of a resolution terminating its participation in the Plan. In such event, or in the event of the merger, consolidation, sale of property or stock, separation, reorganization or liquidation of any corporation that is a party to this Trust Agreement, the Trustee, until directed otherwise by the Sponsoring Employer, shall continue to hold, in accordance with the provisions of this Trust Agreement, that portion of the Trust Fund which, pursuant to the determination of the Sponsoring Employer, is attributable to the participation in the Plan of the Employees and their Beneficiaries affected by such termination or by such transaction.

Article XIX. Trustee Action.
If the Trustee consists of more than one person, the Trustees shall act by majority of their number. The Trustees may authorize one or more specific Trustees to sign papers on their behalf.

Article XX. Indemnity.
Any Sponsoring Employer which has adopted the Plan in accordance with the terms thereof shall jointly and severally indemnify the Trustee and hold it harmless from and against any and all liabilities, costs, damages, and losses (including legal fees and expenses) of whatever kind and nature that may be imposed on, incurred by, or asserted against the Trustee at any time by reason of any act or omission under this Trust Agreement, unless due to the Trustee’s own gross negligence or willful misconduct.
Article XXI. Miscellaneous.

(A) Benefits May Not Be Assigned or Alienated. Except as otherwise expressly permitted by the Plan or Trust Agreement, or as required by law, the interests of Participants and their Beneficiaries under the Plan or in the assets of the Trust may not in any manner whatsoever be assigned or alienated, whether voluntarily or involuntarily, directly or indirectly.

The previous paragraph shall not apply to a “qualified domestic relations order,” as defined in Section 414(p) of the Code, and any other domestic relations orders permitted to be so treated by the Trustee under the provisions of the Retirement Equity Act of 1984. The Sponsoring Employer shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under any domestic relations orders it determines to be qualified. To the extent provided under a “qualified domestic relations order,” the Plan permits a distribution to an alternate payee.

(B) Incompetent Payee. Subject to the terms of the Plan, if a person to whom the Trustee is directed to make one or more payments is disabled from caring for his or her affairs because of mental or physical condition, payment due such person may be made to such person’s guardian, conservator, or other legal personal representative in accordance with the provisions of the Plan. The Trustee shall have no liability with respect to payments made to such individual or legal representative and shall have no duty to make inquiry as to the competence of any person to whom it is directed to make payment.

(C) Evidence. Evidence required of anyone under this Trust Agreement may be by certificate, affidavit, document, or other instrument which the person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

(D) Dealings of Others with the Trustee. No person (corporate or individual) dealing with the Trustee shall be required to see to the application of any money paid or property delivered to the Trustee or to determine whether the Trustee is acting pursuant to any authority granted to it under this Trust Agreement.

(E) Construction. This Trust, being a trust established in the State of Texas, shall be controlled and construed in accordance with the laws of that State.

(F) Venue. Any claim or action which shall be brought against the Trustee with respect to any dispute arising under or in connection with this Trust Agreement shall be brought and resolved in a court of competent jurisdiction in Dallas, Dallas County, Texas.

(G) Successors. The provisions of this Trust Agreement shall be binding on the parties to this Trust Agreement and their successors.

(H) Waiver of Notice. Any notice required under this Trust Agreement may be waived by the person entitled thereto.

(I) Headings. Headings at the beginning of articles and sections are for convenience of reference and shall not be considered a part of this Trust Agreement, and shall not influence its construction.

(J) Use of Compounds of Word “Here.” Use of the words “hereof,” “herein,” “hereunder,” or similar compounds of the word “here” shall mean and refer to the entire Trust Agreement unless the context clearly indicates otherwise.

(K) Construed as a Whole. The provisions of this Trust Agreement shall be construed as a whole in such manner as to carry out the intent hereof and shall not be construed separately without relation to their context.