

# Concordia Retirement Savings Plan

Plan Document for 403(b) Tax-Sheltered Annuity Savings

December 1, 2020 Restatement  
Incorporating the following amendments:

First Amendment	Effective 1/1/2020, 3/27/2020, 12/1/2022
Second Amendment	Effective 1/1/2020, 3/27/2020, 1/1/2023
Third Amendment	Effective 1/1/2025

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**CONCORDIA RETIREMENT SAVINGS PLAN**  
**For Workers of**  
**The Lutheran Church—Missouri Synod,**  
**Its Member Congregations, Controlled Organizations,**  
**and Affiliated Agencies**

**SECTION I**

**INTRODUCTION**

1.1. Establishment of the Plan. The Lutheran Church-Missouri Synod ("Synod") hereby establishes a retirement savings plan under Code Section 403(b) designated as the "Concordia Retirement Savings Plan" ("CRSP"), for the Workers of the Synod and its Controlled Organizations and has made the provisions of said Plan available to its Member Congregations and to other Affiliated Agencies hereinafter described. The CRSP was established in accord with the Constitution of the Synod, which states the following as one of the ten objectives of the Synod, under Scripture and the Lutheran Confessions: "Aid in providing for the welfare of pastors, teachers, and other church workers, and their families, in the event of illness, disability, retirement, special need, or death." The establishment of the CRSP was duly adopted by the Board of Directors of the Synod on August 13-16, 2003, and became effective as of October 1, 2005, accepting contributions as of January 1, 2006.

The CRSP is intended to reflect the provisions of the Code and the regulations and additional guidance issued by the United States Department of the Treasury ("Treasury Regulations") as of the effective date of the CRSP, as such law, regulations, and guidance may hereinafter be amended or modified.

1.2. Purpose of the CRSP. The purpose of the CRSP is to provide an opportunity for Members to save for their retirement by contributing a portion of their current compensation to the CRSP and designate the manner in which such funds and any contributions made in accordance with the terms of the CRSP should be invested.

1.3. Church Plan Status. The CRSP is intended to be a "church plan" as described in Code section 414(e) and section 3(33) of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As such, the CRSP is exempt from Titles I and IV of ERISA and from certain provisions of the Code. Concordia Plan Services, which maintains the CRSP, is a Missouri nonprofit corporation associated with the Synod. Concordia Plan Services has as its principal purpose or function the administration of plans for the provision of retirement benefits or welfare benefits, or both, for the employees of the Synod (which is a church or a convention or association of churches) and of the Synod's Controlled Organizations, Member Congregations and Affiliated Agencies.

1.4. Code Section 403(b)(9) Plan. The CRSP is intended to constitute a retirement income account under Code section 403(b)(9) and Treasury Regulation section 1.403(b)-9(a)(2)(ii).

**SECTION II**  
**DEFINITIONS**

Wherever used herein, the following words and phrases shall have the meanings stated below unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized. Certain other terms that are used primarily within certain Sections of the CRSP are defined in those Sections. Wherever used herein, singular words shall include the plural and masculine words shall include the feminine unless the context clearly indicates a distinction.

2.1 “Account” shall mean an individual’s account established pursuant to Subsection 8.1 of the CRSP with regard to a Member. If a Member has more than one Beneficiary at the time of the Member’s death, then a separate Account shall be maintained for each Beneficiary.

2.2 “Account Balance” shall mean the bookkeeping balance of the Account maintained for each Member, which reflects the aggregate amount credited to the Member’s Account, including all Contributions made to such Account, the earnings or loss (net of expenses) allocable to the Member, and any distribution made to the Member or the Member’s Beneficiary. The Account Balance includes the balance of any Sub-Account established for Rollover Contributions and Transfer Contributions made for a Member, the Account established for a Beneficiary after a Member’s death, and any Accounts established for an Alternate Payee. The Account Balance also includes any part of the Member’s Account that is treated under the Plan as a separate contract to which section 403(c) (or other applicable provision of the Code) applies.

2.3 “Accumulated Benefit” shall mean the sum of the Member’s or Beneficiary’s Account Balances under all Funding Arrangements under the Plan.

2.4 “Adopting Employer” shall mean the Employer named in the Adoption Agreement that has adopted the Plan. “Adopting Employer” shall include any Employer that is participating in the CRSP on March 31, 2015. For purposes of eligibility to participate and make contributions to the Plan, “Adopting Employer” shall also include any Related Employer that is an eligible employer within the meaning of section 1-403(b)-2(b)(8) of the Treasury Regulations and that is designated in the Adoption Agreement.

2.5 “Adoption Agreement” shall mean the separate agreement which contains optional elections of the Adopting Employer with respect to the Plan. “Adoption Agreement” may include (but is not limited to) a joinder agreement or any other form for adoption that may be required by the Plan Administrator.

2.6 “Affiliated Agency” shall mean any of the following:

- a) an organization controlled, within the meaning of Code section 414(e), by Member Congregations,
- b) any Lutheran organization recognized by the Synod, including auxiliaries and recognized service organizations, and
- c) any other organization associated with the Synod, or with one or more Member Congregations, within the meaning of Code section 414(e)(3)(D).

2.7 “After-Tax Contributions” shall mean any contribution to the Plan (other than Roth Contributions) made by the Worker that is includible in gross income.



2.8 “Alternate Payee” shall mean a Member’s Spouse, former Spouse, Child, or other dependent to whom payment under the CRSP shall be made as a result of a Qualified Domestic Relations Order meeting the requirements of Code section 414(p) and as further described herein in Subsection 2.53.

2.9 “Annuity Contract” shall mean a nontransferable group or individual contract as defined in Code section 403(b)(1), established for each Member by the Adopting Employer or Plan Administrator, or by each Member individually, that is issued by an insurance company qualified to issue annuities in the state of issuance and that includes payment in the form of an annuity.

2.10 “Beneficiary” shall mean the designated person(s) or entity(ies) entitled to receive benefits under the Plan after the death of a Member. Except as otherwise provided in an Individual Agreement, Beneficiary shall mean the Spouse unless changed pursuant to Subsection 13.2, or if none, any person designated by a Member or otherwise entitled to receive such benefits as may become payable hereunder in accordance with SECTION XIII, after the death of such Member.

2.11 “Board of Directors” shall mean the Board of Directors of the Synod.

2.12 “Board of Trustees” shall mean the Board of Trustees—Concordia Plans of the Synod, who shall constitute the same individuals serving as the Board of Directors of Concordia Plan Services, a Missouri nonprofit corporation.

2.13 “Bylaws” shall mean the bylaws of the Synod, as amended from time to time.

2.14 “Child” shall mean a child born to or legally adopted by the Worker and shall not mean a person living in the Member’s household under a foster care arrangement.

2.15 “Church” shall mean an organization described in Code section 3121(w)(3)(A) and a Qualified Church-Controlled Organization as defined in Code section 3121(w)(3)(B).

2.16 “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.17 “Compensation” shall mean:

- a) For all purposes other than for Subsections 2.34 and 3.2 b) and SECTION VI hereof, “Compensation” shall mean the wage or salary paid to the Worker by the Adopting Employer for personal services rendered including cash utility allowance, if any, cash housing allowance, if any, and the monetary value of housing furnished by the Employer, which shall be deemed to be twenty-five percent (25%) of the wage or salary, but shall not include any bonuses, car allowances, cash allowances (except as specifically set forth above), or other forms of remuneration, unless otherwise elected by the Adopting Employer.
- b) Except if the Adopting Employer is a Church, the annual Compensation of each Member taken into account for any Plan Year shall not exceed two hundred eighty-five thousand dollars (\$285,000), as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B) for periods after 2020. Annual Compensation means Compensation during the Plan Year (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

2.18 “Concordia Disability and Survivor Plan” shall mean the Concordia Disability and Survivor Plan, as amended from time to time.

2.19 “Concordia Health Plan” shall mean the Concordia Health Plan, as amended from time to time.

2.20 “Concordia Retirement Plan” shall mean the Concordia Retirement Plan as amended from time to time.

2.21 “Contributions” shall mean:

- a) Pre-Tax Contributions;
- b) After-Tax Contributions;
- c) Roth Contributions;
- d) Mandatory Employer Matching Contributions;
- e) Optional Matching Contributions;
- f) Employer Nonelective Contributions;
- g) Rollover Contributions;
- h) Roth Rollover Contributions;
- i) Transfer Contributions; and
- j) PPPT-Transferred Contributions

2.22 “Controlled Organization” shall mean an organization, agency, or subdivision of the Synod (whether or not separately incorporated) which is under the control and supervision of the Synod, including, but not limited to, the districts of the Synod, the seminaries and colleges operated by the Synod, Concordia Plan Services, Concordia Publishing House, The Lutheran Church—Missouri Synod Foundation, Lutheran Church Extension Fund—Missouri Synod, and the Concordia Historical Institute. Determination of the status of any organization as a “Controlled Organization” shall be made by the Board of Directors.

2.23 “CRSP” shall mean the Concordia Retirement Savings Plan as set forth in this document, together with any and all amendments and administrative policies incorporated herein. The CRSP is a Funding Arrangement for the 403(b) Plans maintained by all Adopting Employers.

2.24 “Custodial Account” shall mean the group or individual custodial account or accounts, as defined in Code section 403(b)(7), established for each Member by the Adopting Employer or Plan Administrator, or by each Member individually, to hold assets of the Plan.

2.25 “Denominational Service” shall mean a person’s completed years and months in the paid employment of the Synod and/or in the paid employment of an agency or organization that is exempt from tax under Code section 501 and that is controlled by or associated with the Synod. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of the Synod.

2.26 “Disability” shall mean the Member 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 as described in Code section 72(m)(7). The proof of the permanence and degree of such impairment shall be supported by medical evidence and

shall be provided in such form and manner as the Plan Administrator may require. The Plan Administrator shall determine whether a Member has a Disability and the Plan Administrator's determination of disability for a Member shall be conclusive.

2.27 “Effective Date of Participation” shall mean, with respect to an Adopting Employer, the date specified in the Adoption Agreement or other form of adoption required by the Plan Administrator.

2.28 “Elective Deferral” shall mean the Employer contributions made to the Plan at the election of the Member in lieu of receiving cash compensation. The term “Elective Deferral” includes Pre-Tax Contributions and Roth Contributions.

2.29 “Employer” shall mean collectively or individually the Synod, a Controlled Organization, a Member Congregation, or an Affiliated Agency, which is exempt from federal income tax under Code section 501(c)(3), which is currently enrolled in the Concordia Retirement Plan, and which has not withdrawn pursuant to the applicable withdrawal provision of these plans. Notwithstanding the foregoing, an Affiliated Agency that is exempt from federal income tax under Code Section 501(c)(3) and that has been granted Recognized Service Organization status by the Synod as a social ministry also may be considered an Employer even if it is not currently enrolled in the Concordia Retirement Plan, but only if such Affiliated Agency's participation as an Employer is approved by Concordia Plan Services in accordance with policies and procedures adopted for such purposes. The term “Employer” may also include a self-employed minister described in Code section 414(e)(5)(A)(i)(I) or any organization that employs a minister described in Code section 414(e)(5)(A)(i)(II), but solely with respect to the participation in the Plan by the minister, and only if such Employer's participation is approved by the Plan Administrator in accordance with any policies and procedures that may be adopted for such purposes.

2.30 “Employer Nonelective Contributions” shall mean a contribution pursuant to Subsection 4.8 made by the Adopting Employer on behalf of an eligible Member.

2.31 “Entry Date” shall mean the date on which the Worker first commences to participate in the Plan pursuant to SECTION III.

2.32 “Fund” shall mean the fund established pursuant to SECTION XVII to pay benefits under the CRSP.

2.33 “Funding Arrangements” shall mean the CRSP, and any Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by the Adopting Employer for use under the Plan, which meet the requirements of section 1.403(b)-3 of the Treasury Regulations. The terms governing each Funding Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code section 403(b), are hereby incorporated by reference in the Plan. In the case of an Adopting Employer that is a Church, the only permissible Funding Arrangement is the CRSP.

2.34 “Highly-Compensated Employee” shall mean each Employee who during the preceding Plan Year received compensation from an Adopting Employer (excluding any cash housing allowance) in excess of one hundred thirty thousand dollars (\$130,000), adjusted by the Secretary of the United States Treasury for cost-of-living increases after 2020 pursuant to Code section 414(q).

2.35 “Includible Compensation” shall mean the Worker's compensation received from the Adopting Employer that is includible in income for Federal income tax purposes (computed without regard to Code section 911, relating to United States citizens or residents living abroad), for the most recent period that is a year of service, including differential wage payments under Code section 3401(h). Includible Compensation for a minister who is self-employed means the minister's earned income as

defined in Code section 401(c)(2) (computed without regard to Code section 911). Includible Compensation includes any Elective Deferrals or other amounts contributed or deferred by the Adopting Employer that would be includible in gross income but for an election under Code section 402(e)(3), 402(h)(1)(B), 402(k), 125, 132(f)(4), or 457(b). The amount of Includible Compensation is determined without regard to community property laws. Includible Compensation does not include compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations. If the Employer is a Non-QCCO, the amount of Includible Compensation for each Member taken into account in determining contributions shall not exceed two hundred eighty-five thousand dollars (\$285,000), as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B) for periods after 2020.

- a) Notwithstanding anything herein to the contrary, a former employee may be deemed to have monthly Includible Compensation for the period through the end of the taxable year of the employee in which he ceases to be an employee and through the end of each of the next five (5) taxable years. Except as provided in section 1.403(b)-4(d) of the Treasury Regulations, the amount of the monthly Includible Compensation is equal to one-twelfth (1/12th) of the former employee's Includible Compensation during the former employee's most recent year of service. Accordingly, Employer Nonelective Contributions for a former employee must not exceed the limitation of Code section 415(c)(1) up to the lesser of the dollar amount in Code section 415(c)(1)(A) or the former employee's annual Includible Compensation based on the former employee's average monthly compensation during his most recent year of service.
- b) For purposes of applying the limitations on Annual Additions to Employer Nonelective Contributions pursuant to Code section 415, Includible Compensation for a Worker who is permanently and totally disabled (as defined in Code section 22(e)(3)) is the Includible Compensation such Worker would have received for the Limitation Year if the Worker had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.
- c) For Years beginning after December 31, 2008, Includible Compensation shall also include any payment which (i) is made by an Employer to an individual with respect to any period during which the individual is performing service in the uniformed services while on active duty for a period of more than thirty (30) days, and (ii) represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer.
- d) For purposes of this Subsection 2.35, "year of service" shall be defined in Code section 403(b)(4) and the Treasury Regulations thereunder. The term shall also include all years (and fractions thereof) of Denominational Service.

2.36 "Individual Agreement" means the agreement between a Vendor and the Adopting Employer or a Member that constitutes or governs an Annuity Contract, Custodial Account or Retirement Income Account utilized as a Funding Arrangement under the Plan. For purposes of the Plan, this document and any Adoption Agreement constitutes the Individual Agreement with Concordia Plan Services.

2.37 "In-Service Withdrawal" shall mean an amount distributed from a Member's Account at the Member's discretion on or after age fifty-nine and one-half (59-½) while still an active Worker.

2.38 "Investment Option" shall mean the investment options made available through the Funding Arrangement and through which Plan assets are invested pursuant to SECTION X.

2.39 “Leave of Absence” shall mean a period of time authorized by an Adopting Employer during which a Member is not required to fulfill regular work duties and which does not constitute a Termination of Employment.

2.40 “Mandatory Employer Matching Contributions” shall mean a Contribution made pursuant to Subsection 4.3 on behalf of a Member based on Pre-Tax Contributions made by such Member. Effective July 1, 2014, no additional Mandatory Employer Matching Contributions will be made to the Plan.

2.41 “Member Congregation” shall mean an individual congregation which has applied for and been received into membership in the Synod pursuant to the provisions of the Bylaws.

2.42 “Member” shall mean (a) any Worker who becomes a Member as provided in SECTION III and whose Account has not been completely distributed; or (b) a member of the PPPT (a “PPPT Member”) as of September 30, 2005, whose PPPT account transferred into the CRSP and whose Account has not, at the time of reference, been completely distributed (except that such existing member who otherwise would not be eligible to become a Member shall not have the right to make Elective Deferrals or After- Tax Contributions to the Plan).

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

2.44 “Optional Matching Contributions” shall mean a Contribution made pursuant to Subsection 4.4 by an Adopting Employer on behalf of a Member based on eligible Elective Deferrals made by such Member.

2.45 “Period of Military Duty” shall mean a Leave of Absence granted to a Member whose employment is interrupted because of compulsory service (or voluntary service in anticipation of compulsory service or during a period of national emergency or war declared by the appropriate governmental agency) in the armed forces (or other agencies in lieu thereof) of the United States.

2.46 “Plan” shall mean the plan identified in the Adoption Agreement. In the case of an Adopting Employer that has not signed an Adoption Agreement, “Plan” shall mean the CRSP.

2.47 “Plan Administrator” shall mean Concordia Plan Services or its designee, except as provided below. If the Adopting Employer is a Non-QCCO that has elected to offer Funding Arrangements in addition to the CRSP, Concordia Plan Services or its designee shall be the Plan Administrator with respect to assets invested in the CRSP, and the Adopting Employer or its designee shall be the Plan Administrator with respect to assets that are invested in such other Funding Arrangements. Functions of the Plan Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Plan Administrator, or others (including Workers a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Funding Arrangements, written service agreements or other documents under the Plan. For this purpose, a Worker is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Worker’s duties with respect to administration of the Plan are a regular part of the Worker’s duties and the Worker’s duties relate to Members and Beneficiaries generally (and the Worker only performs those duties for himself or herself as a consequence of being a Member or Beneficiary).

2.48 “Plan Year” shall mean each twelve (12) month period beginning on January 1 and ending on December 31.

2.49 “PPPT” shall mean the prior Pension Plan for Pastors and Teachers of The Lutheran Church—Missouri Synod, which was merged into the Concordia Retirement Plan as of December 31, 2017.

2.50 “PPPT-Transferred Contributions” shall mean that portion of the Account of each member in the PPPT resulting from all contributions to the PPPT plus any increments or special allocations thereto that were transferred to the CRSP on or after October 1, 2005, and credited to the Account of each Member in the CRSP.

2.51 “Pre-Tax Contributions” shall mean the amount the Member authorizes the Adopting Employer to withhold on a pre-tax basis from the Member’s compensation and deposit the same into the Member’s Pre-Tax Contributions Sub-Account. Pre-Tax Contributions must be made pursuant to a valid Salary Reduction Agreement. For purposes of a Member’s election of Pre-Tax Contributions, “compensation” shall have the meaning set forth in Subsection 3.2 b).

2.52 “Provider” shall mean the insurance, variable annuity, mutual fund, or retirement company (whether singular or multiple) which provides Investment Options available to Members under the Plan.

2.53 “Qualified Domestic Relations Order” shall mean a domestic relations order issued by a state court (a “Domestic Relations Order”) that (a) creates, recognizes, or assigns to a person (an “Alternate Payee”) the right to receive all or part of a Member’s Account, (b) meets the requirements of Code section 414(p), and (c) has been determined by the Plan Administrator to be consistent and compliant with the Qualified Domestic Relations Order guidelines utilized by the Plan Administrator.

2.54 “Related Employer” shall mean any entity which is under common control with the Employer under Code section 414(b), (c), (m) or (o). The Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking in to account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654.

2.55 “Retirement Income Account” shall mean a defined contribution program established or maintained by a church, or a convention or association of churches, including an organization described in Code section 414(e)(3)(A), to provide benefits under Code section 403(b) for its employees or their beneficiaries as described in section 1.403(b)-9 of the Treasury Regulations.

2.56 “Rollover” shall mean assets that may be transferred (either directly or by contribution) from or to an “eligible retirement plan” as defined in Code section 402(c)(8)(B).

2.57 “Rollover Contribution” shall mean a Contribution to this Plan by a Member of an amount distributed to such Member from an “eligible retirement plan” as defined in Code section 402(c)(8)(B) in accordance with Subsection 4.5 of the Plan but not including any Roth Rollover Contributions.

2.58 “Roth Contributions” shall mean the amount the Member authorizes the Adopting Employer to withhold on an after-tax Roth basis from the Member’s compensation and deposit the same amount into the Member’s Roth Contributions Subaccount. For purposes of a Member’s election of Roth Contributions, “compensation” shall have the meaning set forth in Subsection 3.2 b).

2.59 “Roth Rollover Contributions” shall mean a Contribution to this Plan by a Member of an amount distributed to such Member from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1).

2.60 “Salary Reduction Agreement” shall mean a written agreement or equivalent electronic process pursuant to which the Worker authorizes the Adopting Employer to withhold a specified portion of Compensation for deposit to the Plan on the Member’s behalf as an Elective Deferral.

2.61 “Section/Subsection” shall mean a Section or Subsection of this Plan document, unless otherwise specified.

2.62 “Spouse” shall mean the person of the opposite sex to whom a Member is legally married, at the time the determination of Spouse is being made.

2.63 “Synod” shall mean The Lutheran Church—Missouri Synod or any successor thereto.

2.64 “Termination of Employment” shall mean a Worker’s cessation of employment (whether voluntary or involuntary, for a reason other than a Leave of Absence or Disability) with his or her Adopting Employer or a Related Employer that is eligible to maintain a Code section 403(b) plan under section 1.403(b)-2(b)(8) of the Treasury Regulations (an “eligible employer”), even if the Worker remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an eligible employer or (b) the employee is employed in a capacity that is not employment with an eligible employer.

2.65 “Transfer” shall mean a transfer of assets from a tax-sheltered annuity plan under Code section 403(b) to another such plan, and which is made in accordance with Treasury Regulation section 1.403(b)(10) and other applicable law.

2.66 “Transfer Contribution” shall mean amounts transferred to the Plan from another section 403(b) plan, which is made in accordance with Subsection 11.1.

2.67 “Trust Fund” shall mean the total funds held under the trust created hereunder (the “Trust”) for the purpose of providing benefits for Members. These funds result from Contributions made under the CRSP that are deposited into the Trust Fund. The Trust Fund shall consist of only those assets contributed to the CRSP.

2.68 “Valuation Date” shall mean the date on which the value of the Trust Fund assets is determined. The value of each Account that is maintained under the CRSP shall be determined on each Valuation Date. The date shall be at least annually on December 31. Assets may be valued more frequently at the discretion of the Plan Administrator.

2.69 “Vendor” shall mean Concordia Plan Services or any other provider of a Funding Arrangement under the Plan.

2.70 “Vested” shall mean the portion of a Member’s Account that is not subject to forfeiture based on a vesting schedule as specified in the Adoption Agreement.

2.71 “Worker” shall mean each individual who is a common law employee of the Adopting Employer and who receives compensation (wages or salary or their equivalent) for personal services. The term “Worker” shall also include a self-employed minister described in Code section 414(e)(5)(A)(i)(I) or a minister described in Code section 414(e)(5)(A)(i)(II). The term “Worker” shall not include:

- a) a person who is considered a “leased employee” (a “leased employee” is a person who performs services for, but is not employed by, an employer pursuant to an agreement between such employer and a leasing organization where such services are performed under the primary direction or control of the employer);
- b) a person who is engaged as an independent contractor pursuant to a contract or agreement between an employer and such person which designates such person as

- an independent contractor (even if such person is retroactively held or found to be a “common law employee”);
- c) a person employed by a Church on a probationary basis, as reflected in the Church’s Adoption Agreement; or
  - d) a person who is a permanent resident of Puerto Rico.

Notwithstanding the foregoing, special rules and guidelines may be established in separate administrative policies and/or procedures by the Board of Trustees regarding the eligibility, enrollment, benefits, and other Plan provisions for persons employed in certain employment classifications of: (i) missionaries and international educators serving through the Synod’s Office of International Mission; (ii) military chaplains serving through the Synod’s Ministry to the Armed Forces of the Synod’s Office of International Mission; (iii) Laborers for Christ serving through the Lutheran Church Extension Fund—Missouri Synod; (iv) Workers serving at the Synod’s Hong Kong International School, Concordia Lutheran School Shanghai, and Concordia International School Hanoi, and (v) intentional interim pastors.

2.72 “Year of Service” shall mean a period of twelve months of service in a single segment or as a sum of separate segments of employment with the Adopting Employer. Years of Service shall be measured by the amount of time elapsed between the Worker’s original hire date and the Worker’s Termination of Employment date. A Worker’s Years of Service may be used to determine eligibility to receive Employer Non-Elective Contribution or Optional Matching Contribution under SECTION IV and vesting in those contributions, as determined under Subsection 9.1 and in the applicable Adoption Agreement. Successive segments of service shall be added together unless Subsection 9.3 otherwise requires.



## SECTION III

### ELIGIBILITY AND PARTICIPATION

3.1 Eligibility. A Worker who is defined in Subsection 2.71 shall be eligible to participate in the Plan, subject to the following limitations:

- a) Eligibility Rule for Churches. In the case of a Church, the following Workers are excluded from participation unless otherwise provided in an Adoption Agreement: 1) a part-time Worker whose customary employment is for twenty (20) hours or less a week, and 2) a temporary Worker whose customary employment is for five (5) consecutive months or less.
- b) Eligibility Rule for Non-QCCOs. In the case of a Non-QCCO, the following Workers are excluded from participation unless otherwise provided in an Adoption Agreement: a Worker who normally works fewer than twenty (20) hours a week (whether as a part-time or temporary employee), and a student employee as defined in Code section 3121(b)(10). A Worker normally works fewer than twenty (20) hours per week if, for the twelve (12) month period beginning on the date the Worker's employment commenced, the Worker was reasonably expected by the Employer to work fewer than one thousand (1,000) hours of service, and for each Plan Year ending after the close of that twelve (12) month period, the Worker has worked fewer than one thousand (1,000) hours of service. Once a Worker becomes eligible under this subsection (b) to have Elective Deferrals made on his or her behalf under the Plan, the Worker will remain eligible to have Elective Deferrals made on his or her behalf even if the Worker subsequently no longer works twenty (20) or more hours per week.

3.2 Participation.

- a) Each Worker who meets the eligibility requirements of Subsection 3.1 on the Effective Date of the Plan applicable to such Worker's Adopting Employer shall become a Member of the Plan as of such Effective Date. Each Worker who, after the Effective Date of the Plan applicable to such Adopting Employer, is hired by an Adopting Employer or otherwise first meets the eligibility requirements of Subsection 3.1, shall become a Member of the Plan as of the first day of the calendar month coinciding with or next following (as determined by the Adopting Employer) such Worker's date of hire or eligibility (subject in all cases to the reemployment provisions of Subsection 3.3 and to any probationary period not to exceed sixty (60) days from the date of employment that may be imposed by an Adopting Employer).
- b) A Member may elect to make Elective Deferrals to the Plan (and have that amount contributed as an Elective Deferral on his or her behalf to one or more Funding Arrangements) in accordance with procedures of the Plan Administrator or its designated agent. The Member's elections with respect to Funding Arrangements and allocations (and reallocations) among Accounts, if not included in the Salary Reduction Agreement, shall be included in other records maintained under the Plan. The Plan Administrator may establish an annual minimum deferral amount no higher than two hundred dollars (\$200) as specified in the Adoption Agreement, and may change such minimum to a different amount (but not in excess of two hundred dollars (\$200) or such lower amount as specified in the Adoption Agreement) from time to time. Any such deferral election shall remain in effect until a new election is filed. The election shall take effect as soon as administratively practicable following the date indicated under the Member's election. For purposes of the Salary Reduction Agreement,

“compensation” means all cash compensation for services to the Employer, including salary, wages, fees, commissions, that is includible in the Employee’s gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under Code section 125, 132(f), 401(k), 403(b), or 457(b) (including a deferral election under the Plan) but may exclude overtime or bonuses, as determined by the Adopting Employer. Compensation for purposes of this Subsection 3.2 b) may include amounts paid in lieu of vacation or sick leave, but shall not include severance pay.

3.3 Reemployment. A Member who terminates employment with any Adopting Employer and thereafter returns to employment as a Worker (whether with the same Adopting Employer or a different Adopting Employer) shall become immediately eligible to participate in the Plan on such reemployment date, but no sooner than completion and delivery of the appropriate forms described in Subsection 3.4.

3.4 Enrollment. Participation in the Plan by a Worker is voluntary. A Worker who meets the eligibility requirements of Subsection 3.1 shall become a Member as soon as is administratively feasible after the Worker completes a Salary Reduction Agreement, and/or such other forms and procedures as may be required. Enrollment shall always be as of the first day of a calendar month (subject to the provisions of Subsection 3.3). Each Member shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing the CRSP or any other Funding Arrangement.

3.5 Change in Salary Reduction Election. Subject to the terms governing the applicable Funding Arrangement, a Member may change his Salary Reduction Agreement, choice of Funding Arrangements, and designated Beneficiary, and such change shall take effect uniformly as of the date provided.

3.6 Duration of Participation. A Worker (or PPPT Member) who becomes a Member shall cease to be a Member on the first date on which the balance of the Member’s Account is zero.

3.7 Special Rules Relating to the Uniformed Services Employment and Reemployment Rights Act of 1994. Notwithstanding any provision of the Plan to the contrary, contributions, benefits, loans, distributions and service credit with respect to military service during a Period of Military Duty shall be provided in accordance with Code section 414(u). In addition, the survivors of any Member who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits that would have been provided under the Plan had the Member resumed employment and then terminated employment on account of death.

**SECTION IV**  
**CONTRIBUTIONS**

4.1 Pre-Tax Contributions. A Worker meeting the eligibility, participation, and enrollment requirements of SECTION III becomes a Member. In accordance with the following procedures, a Worker may make Pre-Tax Contributions in an amount not to exceed the maximum established by the Code.

- a) A Member shall make such an election by entering into a Salary Reduction Agreement with the Member's Adopting Employer. The Adopting Employer agrees to reduce the Member's Compensation during each pay period by a designated percentage or whole dollar amount as determined by the Adopting Employer and contribute the amount so determined to the Plan on behalf of the Member.
- b) All elections to make Pre-Tax Contributions shall be made on appropriate forms or in accordance with appropriate processes approved by the Plan Administrator.
- c) Unless revoked in accordance with paragraph d), a Member's Salary Reduction Agreement shall be effective while a Member is on a Leave of Absence with pay and shall be suspended in the event of a Leave of Absence without pay. Upon resumption of work with pay, the Salary Reduction Agreement is again effective unless otherwise revoked or modified.
- d) A Member, in accordance with procedures established by the Plan Administrator, may elect to change or to revoke prospectively such Salary Reduction Agreement. Such election shall become effective no earlier than the first day of the first pay period coincident with or next following the request (or as soon as administratively practicable thereafter) and shall not have any retroactive effect.
- e) A Member who previously revoked a Salary Reduction Agreement may execute a new Salary Reduction Agreement to be effective no earlier than the first day of the first pay period following this submission (or as soon as administratively feasible thereafter).

4.2 Roth Contributions.

- a) General Application. A Member meeting the eligibility, participation, and enrollment requirements of SECTION III may designate all or a portion of the Member's Elective Deferrals as Roth Contributions pursuant to a Salary Reduction Agreement. Unless specifically stated otherwise, any Roth Contributions shall be treated as Elective Deferrals for all purposes under the Plan.
- b) Separate Accounting.
  - i) Contributions and withdrawals of Roth Contributions shall be credited and debited to the Roth Contributions Sub-Account maintained for the Member under the CRSP. The Plan Administrator shall maintain a record of the amount of Roth Contributions credited to a Member's Roth Contributions Sub-Account.
  - ii) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Member's Roth Contributions Sub-Account and the Member's other Sub-Accounts.

- iii) No contributions other than Roth Contributions and properly attributable earnings shall be credited to a Member's Roth Contributions Sub-Account.

4.3 Mandatory Employer Matching Contributions. Mandatory Employer Matching Contributions are those contributions mandated under the Adopting Employer's Adoption Agreement prior to July 1, 2014, which were allocated and deposited into Member Accounts. Effective July 1, 2014, no additional Mandatory Employer Matching Contributions shall be made to the Plan.

4.4 Optional Matching Contributions. An Adopting Employer may, but shall not be obligated to, make discretionary Optional Matching Contributions to the Plan. An Adopting Employer which desires to make Optional Matching Contributions shall so indicate in the Adoption Agreement or on the appropriate form along with any criteria for eligibility for such contributions, including any age or Years of Service requirement. The percentage of Elective Deferrals matched, if any, shall be a designated percentage of the Elective Deferrals for the Computation Period, as such term is defined in Subsection 4.4, and such designated percentage shall apply to each Member who is entitled to be credited with an Optional Matching Contribution under this Subsection 4.4 as specified by the Adopting Employer in the Adoption Agreement or appropriate form. The "Computation Period" shall be the pay period for which Elective Deferrals are credited to the Member's Account for the benefit of the Member. The Optional Matching Contributions shall be credited to the Member's Optional Matching Contributions Sub-Account for the benefit of the Member.

4.5 Rollover Contributions. To the extent permitted under the terms of the applicable Funding Arrangement, the Plan will accept Rollover Contributions as provided in this Subsection.

a) Eligible Rollover Contributions

- i) Eligible Rollover Contributions. A Member who is entitled to receive an Eligible Rollover Distribution from another Eligible Retirement Plan may request to have all or a portion of the Eligible Rollover Distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Plan Administrator shall establish rules and procedures to implement this Subsection 4.5, and the Plan Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an Eligible Retirement Plan. The Rollover Contribution shall be credited to the Rollover Contribution Sub-Account for the benefit of the Member.
- ii) Eligible Rollover Distribution. For purposes of this Subsection 4.5 a), an Eligible Rollover Distribution means any distribution of all or any portion of a Member's benefit under another Eligible Retirement Plan, except that an Eligible Rollover Distribution does not include (1) any installment payment for a period of ten (10) years or more, (2) any distribution made upon hardship, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9).
- iii) Eligible Retirement Plan. An Eligible Retirement Plan means a qualified trust described in Code section 401(a), an annuity plan described in Code section 403(a) or 403(b), an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), or an eligible governmental plan described in Code section 457(b).

- b) Roth Rollovers. The Plan will accept rollovers of Roth elective deferrals. The Plan will accept a rollover contribution to a Roth Contribution account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c).
- c) Information Regarding Member Basis Required. A rollover of an Eligible Rollover Distribution that includes After-Tax Contributions or Roth Elective Deferrals will only be accepted if the Plan Administrator obtains information regarding the Member's tax basis under Code section 72 in the amount rolled over.
- d) Separate Accounts. Separate accounts shall be established and maintained for the Member for any Eligible Rollover Distribution, and for the after-tax portion of any such Eligible Rollover Distribution, paid to the Plan. In addition, a separate account shall be established for any portion of an Eligible Rollover Distribution that is Roth rollover pursuant to Subsection 4.5 b).

4.6 Transfer Contributions. Subject to any limitations imposed by applicable law and the limitations described in SECTION XI, amounts may be transferred to the Plan on behalf of a Member (or the Member's Beneficiary, if the Member is deceased, with respect to amounts attributable to the Member) directly from a section 403(b) plan.

4.7 PPPT-Transferred Contributions. The fund balance representing the accounts of each PPPT Member comprising part of the Pension Reserve Account (as described in Subsection 13.1 of the PPPT) shall be transferred to the CRSP. The amounts transferred shall be credited to the respective PPPT-Transferred Contributions Sub-Account for the benefit of the Member.

4.8 Employer Nonelective Contributions. The Plan permits an Adopting Employer to make Employer Nonelective Contributions, in such amounts and for such Workers as may be elected in the Adoption Agreement. The Adopting Employer may elect to make such Employer Nonelective Contributions on behalf of former Workers to the extent such Workers have Includible Compensation within the meaning of Subsection 2.35 a). All Employer Nonelective Contributions shall be credited to the Member's Employer Nonelective Contributions Sub-Account for the benefit of the Member.

4.9 After-Tax Contributions. To the extent permitted under the terms of the applicable Funding Arrangement, the Plan will accept Member After-Tax Contributions. All such After-Tax Contributions shall be credited Member's After-Tax Contributions Sub-Account for the benefit of the Member.

4.10 Timing of Contributions. Elective Deferrals and any Optional Matching Contributions shall be transferred to the Vendor within twenty (20) business days following the month in which such amounts would have been paid to the Worker. All other Contributions shall be transferred to the Vendor within a period that is not longer than reasonable for the proper administration of the Plan.

4.11 Automatic Contribution Arrangement.

- a) Rules of Application.
  - i) Employer Election of ACA Option. If the Adopting Employer has elected the ACA option, the provisions of this Subsection 4.11 shall apply for the Plan Year (and any partial Plan Year if the ACA option election is effective on a date other than the first day of a Plan Year) and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Subsection 4.11, the provisions of this Subsection shall govern.

- ii) Default Elective Deferrals. Default Elective Deferrals will be made on behalf of Covered Workers who do not have an affirmative election in effect regarding Elective Deferrals. The amount of Default Elective Deferrals made for a Covered Worker each pay period is equal to the Default Percentage specified by the Adopting Employer, multiplied by the Covered Worker's compensation for that pay period. If the Adopting Employer has so elected, a Covered Worker's Default Percentage will increase by one percentage point each Plan Year. The increase will be effective beginning with the first pay period in such Plan Year that begins on or after the date specified by the Adopting Employer.
  - iii) Right to Make Affirmative Election. A Covered Worker will have a reasonable opportunity after receipt of the notice described in Subsection 4.11 d) to make an affirmative election regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Elective Deferrals are made on the Covered Worker's behalf. Default Elective Deferrals being made on behalf of a Covered Worker will cease as soon as administratively feasible after the Covered Worker makes an affirmative election to have no Elective Deferrals made or to have a different amount of Elective Deferrals made.
- b) Definitions.
- i) Automatic Contribution Arrangement. An "automatic contribution arrangement" is an arrangement under which, in the absence of an affirmative election by a Covered Worker, a certain percentage of the Covered Worker's Compensation will be contributed to the Plan as an Elective Deferral in lieu of being included in the Covered Worker's pay that satisfies the uniformity requirement in Subsection 4.11 c) and the notice requirement in Subsection 4.11 d).
  - ii) Covered Worker. For purposes of this Subsection 4.11, a "Covered Worker" is a Member identified by the Adopting Employer as being covered under the ACA.
  - iii) Default Elective Deferrals. "Default Elective Deferrals" are the Elective Deferrals contributed to the Plan under the ACA on behalf of Covered Workers who do not have an affirmative election in effect regarding Elective Deferrals.
  - iv) Default Percentage. The "Default Percentage" is the percentage of a Covered Worker's Compensation contributed to the Plan as a Default Elective Deferral for the Plan Year. The Default Percentage must be specified by the Adopting Employer.
- c) Uniformity Requirement.
- i) Non-increasing Default Percentage. Except as provided in subparagraph ii) below, or if the Adopting Employer has elected an increasing Default Percentage, the same percentage of Compensation will be withheld as Default Elective Deferrals from all Covered Workers subject to the Default Percentage.
  - ii) Required Reduction or Cessation of Default Elective Deferrals. Default Elective Deferrals will be reduced or stopped to meet the limitations under

Code sections 401(a)(17), 402(g), and 415 and to satisfy any suspension period required after a distribution.

d) Notice Requirement.

i) Timing of Notice. Within a reasonable period before Default Elective Deferrals begin after the ACA option is first elected by the Adopting Employer, and thereafter within a reasonable period before the beginning of each Plan Year, the Adopting Employer will provide each Covered Worker with a notice of the Covered Worker's rights and obligations under the ACA as described in paragraph ii) below, written in a manner calculated to be understood by the average Covered Worker.

ii) Content of Notice. The notice shall accurately describe:

A) The amount of Default Elective Deferrals that will be made on the Covered Worker's behalf in the absence of an affirmative election;

B) The Covered Worker's right to elect to have no Elective Deferrals made on his behalf or to have a different amount of Elective Deferrals made;

C) The reasonable period of time after receipt of the explanation in subparagraph B) above and before the first Default Elective Deferral is made to make such election; and

D) How the Default Elective Deferrals will be invested in the absence of the Covered Worker's investment instructions.

e) Default Investment Requirement. If no affirmative investment instruction has been made by the Covered Worker with respect to the ACA, Default Elective Deferrals shall be invested in the default Investment Option selected by Concordia Plan Services.

## SECTION V

### LIMITATION OF CONTRIBUTIONS

5.1 Code Section 402(g) Limit on Elective Deferrals. Except as provided under Subsection 5.2 or 5.3, a Member's total Elective Deferrals during any calendar year are limited to nineteen thousand five hundred dollars (\$19,500), which is the applicable dollar amount established under Code section 402(g)(1)(B) and adjusted from time to time by Code section 402(g)(4) for periods after 2020.

5.2 Special Code Section 403(b) Catch-up Limitation for Workers with Fifteen Includible Years of Service. For Plan Years beginning prior to January 1, 2020, the applicable dollar amount established under Code section 402(g)(7) described in Subsection 5.1 for any Member who is a "Qualified Employee" is increased by the least of the following:

- a) Three thousand dollars (\$3,000);
- b) The excess of:
  - i) Fifteen thousand dollars (\$15,000), over
  - ii) The total Special section 403(b) Catch-up Elective Deferrals made on behalf of the Qualified Employee by the Employer for prior years; or
- c) The excess of:
  - i) Five thousand dollars (\$5,000) multiplied by the Member's years of Denominational Service, over
  - ii) The total Elective Deferrals made on behalf of the Member during prior years of Denominational Service.

For purposes of this Subsection, a "Qualified Employee" means a Worker who has completed at least fifteen (15) years of Denominational Service and who has elected a Special section 403(b) Catch-up Elective Deferral for one or more Plan Years prior to January 1, 2016. Effective for Plan Years beginning on or after January 1, 2020, no additional Special section 403(b) Catch-up Elective Deferrals will be made to the Plan.

5.3 Age 50 Catch-up Contributions under Section 414(v). Members who are eligible to make Elective Deferrals under the Plan and who will attain age fifty (50) or more by the end of the calendar year shall be eligible to elect an additional amount of Elective Deferrals, up to the maximum dollar amount of the age 50 Catch-up Elective Deferrals for the Year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is six thousand five hundred dollars (\$6,500), and is adjusted for cost-of-living to the extent provided under the Code for periods after 2020. A Member who is a Highly-Compensated Employee and who is not employed by a Church shall be permitted to make a Catch-up Contribution only at the point when such Member's Elective Deferrals exceed the applicable limit on Elective Deferrals for the Plan Year. 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.

5.4 Coordination. Amounts in excess of the limitation set forth in Subsection 5.1 shall be allocated first to the special election under Subsection 5.2 and next as an age 50 catch-up contribution under Subsection 5.3. However, in no event can the amount of Elective Deferrals for a year be more than the Member's Includible Compensation for the year.



5.5 Special Rule for a Member Covered by Another Section 403(b) Plan. For purposes of Subsections 5.1 through 5.4, if the Member is or has been a participant in one or more other plans under Code section 403(b) (and any other plan that permits elective deferrals under Code section 402(g)), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of Subsections 5.1 through 5.4. For this purpose, the Adopting Employer shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Adopting Employer receives from the Member sufficient information concerning his participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of Subsection 5.2 only if the other plan is a section 403(b) plan.

5.6 Section 415 Limitation.

- a) General Rule. Except to the extent permitted by Code section 414(v), a Member's Annual Additions for a Limitation Year shall not exceed the Maximum Annual Addition as set forth in Subsection 5.6 b) below.
- b) Maximum Annual Addition.
  - i) The Annual Addition that may be contributed or allocated to a Member's Account for any Limitation Year shall not exceed the lesser of:
    - A) Fifty-seven thousand dollars (\$57,000), as adjusted for increases in the cost-of-living under Code section 415(d) for periods after 2020, or
    - B) One hundred percent (100%) of the Member's Includible Compensation.
  - ii) Alternate Section 415 Limitation. Notwithstanding any provision of Subsection 5.6 to the contrary, the limitation under Code section 415 of a Member who has made an election under Code section 415(c)(7)(A) shall not be less than ten thousand dollars (\$10,000), regardless of the Member's Includible Compensation for the year. However, the total amount of a Member's Annual Additions that, but for this Subsection 5.6 b) ii), would be in excess of the Code section 415 limitation, cannot exceed forty thousand dollars (\$40,000). Thus, the total amount of contributions with respect to a Member which may be taken into account for purposes of this paragraph ii) for all years may not exceed forty thousand dollars (\$40,000).
  - iii) Foreign Missionary Limitation. In the case of any Worker described in Code section 415(c)(7)(B), who is performing services outside the United States, the Member's Annual Additions shall not be treated as exceeding Subsection 5.6 b) if the contributions and other additions with respect to the Member are not in excess of three thousand dollars (\$3,000), provided the Worker's adjusted gross income for such taxable year (determined separately and without regard to community property laws) does not exceed seventeen thousand dollars (\$17,000).
- c) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Member under any section 403(b) plan of the Employer in addition to this Plan for a Limitation Year, the sum of the Member's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined

contribution plans maintained by controlled employers, and any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in Subsection 5.6 b), above. For purposes of this Section, a Member is in control of an employer based upon the rules of Code sections 414(b), 414(c), and 415(h), and a defined contribution plan means a defined contribution plan that is qualified under Code section 401(a) or 403(a), a section 403(b) plan, or a simplified employee pension within the meaning of Code section 408(k).

- d) Aggregation Where Member is in Control of Any Employer. If a Member is in control of any employer for a Limitation Year, the sum of the Member's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and any section 403(b) plans of any other employers may not exceed the maximum Annual Addition as set forth in Subsection 5.6 b) above. For purposes of this paragraph, a Member is in control of an employer based upon the rules of Code sections 414(b), 414(c) and 415(h), and a defined contribution plan means a defined contribution plan that is qualified under Code section 401(a) or 403(a), a section 403(b) plan, or a simplified employee pension within the meaning of Code section 408(k).
- e) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Prototype Plan or Member is in Control of Employer. The Annual Additions which may be credited to a Member under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under Subsection 5.6 b) reduced by the Annual Additions credited to the Member under any other section 403(b) Prototype Plans of the Employer in addition to this Plan and, if the Member is in control of an employer, any defined contribution plans maintained by controlled employers and section 403(b) plans of any other employers. Contributions to the Member's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.
- f) Coordination of Limitation on Annual Additions where Employer Has Another Section 403(b) Plan that is Not a Prototype Plan. If Annual Additions are credited to the Member for the Limitation Year under another section 403(b) plan of the Employer which is not a section 403(b) Prototype Plan, the Annual Additions which may be credited to the Member under this Plan for the Plan Year will be limited in accordance with Subsections 5.6 f) and 7.2 unless the Employer provides other limitations in the Adoption Agreement.
- g) Excess Annual Additions. Excess Annual Additions shall be corrected pursuant to the provisions of Subsection 7.2.

5.7 Compliance with Limits. Except as otherwise required under Federal law, Concordia Plan Services shall have no responsibility for providing a Member with any notice of the tax consequences of Elective Deferrals to the Plan which exceed the limitations of this SECTION V. Also, because the calculation of these limitations may be based upon information outside the knowledge and control of the Plan Administrator, the Plan Administrator's only responsibility in the calculation of such amount shall be to use a good faith effort based on the facts presented. Concordia Plan Services does not in any way guarantee or certify as to the accuracy of such calculation. Responsibility in this regard shall be and remain with the Adopting Employer.

5.8 Definitions. For purposes of this SECTION V, the following definitions shall apply:

- a) “Annual Additions” shall mean the sum of the following amounts credited to a Member’s Account under the Plan or any other plan aggregated with the Plan under Subsections 5.6 c) and 5.6 d) during the Plan Year:
  - i) Employer contributions, including Elective Deferrals (other than age 50 catch-up contributions described in Code section 414(v) and contributions that have been distributed to the Member as Excess Elective Deferrals as defined in Subsection 7.1;
  - ii) After-Tax Contributions;
  - iii) Forfeitures allocated to the Member’s Account;
  - iv) Amounts allocated to an individual medical account, as defined in Code section 415(l)(2), which is part of a pension or annuity plan, and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e); and
  - v) Allocations under a simplified employee pension.

Amounts described in paragraphs i), ii), iii), and v) above are annual additions for purposes of both the dollar limitation under Subsection 5.6 b) i) A) and the percentage of compensation limitation under Subsection 5.6 b) i) B). Amounts described in paragraph iv) above are annual additions solely for purposes of the dollar limitation under Subsection 5.6 b) i) A). Rollover Contributions and Transfer Contributions are not included in Annual Additions.

- b) Solely for the purposes of Subsection 5.6, “Employer” means the employer that has adopted the Plan and any employer required to be aggregated with that employer under Code sections 414(b) and (c) (taking into account Code sections 415(h), (m) and (o) and section 1.414(c)-5 of the Treasury Regulations.
- c) “Includible Compensation” shall have the meaning set forth in Subsection 2.35.
- d) “Limitation Year” shall mean the calendar year. However, if the Member under the Plan is in control of an employer pursuant to Subsection 5.6 d) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Member.
- e) “Section 403(b) Prototype Plan” shall mean a section 403(b) plan the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.

## SECTION VI

### NONDISCRIMINATION

6.1 Nondiscrimination Testing. The nondiscrimination testing described in this SECTION VI applies only to Adopting Employers that are Non-QCCOs. If the Adopting Employer is a Non-QCCO and has HCEs, the Plan Administrator shall test for coverage and nondiscrimination by applying, as applicable, annual testing elections under this SECTION VI. See Subsection 6.7 for definitions of terms utilized in this SECTION VI.

- a) Changes and Uniformity. In applying any testing election, the Plan Administrator may elect to apply or not to apply such election in any Testing Year, consistent with this SECTION VI. However, the Plan Administrator will apply the testing and elections in effect within a Testing Year uniformly to all similarly situated Members of an Adopting Employer.
- b) Plan Specific Elections. The Adopting Employer must elect for the Plan Administrator to apply those annual testing elections not otherwise specified in this Plan document. Any such election shall be made in the Adoption Agreement or, if the Employer has not executed an Adoption Agreement, pursuant to other election procedures approved by the Plan Administrator.

6.2 Limitations on Matching Contributions and After-Tax Contributions.

- a) Current Year Testing. The Actual Contribution Percentage (ACP) for a Plan Year for the HCEs for each Plan Year and the current year's ACP for Members who were NHCEs for the Plan Year must satisfy one of the following tests:
  - i) 1.25 Test. The ACP for a Plan Year for Members who are HCEs shall not exceed the current year's ACP for Members who are NHCEs for the current Plan Year multiplied by 1.25; or
  - ii) 2 Percent Test. The ACP for a Plan Year for Members who are HCEs for the Plan Year shall not exceed the current year's ACP for Members who are NHCEs for the current Plan Year multiplied by two (2), provided that the ACP for Members who are HCEs does not exceed the ACP for Members who are NHCEs in the current Plan Year by more than two (2) percentage points.
- b) Prior Year Testing. If elected by the Employer in the Adoption Agreement, the ACP tests in Subsection 6.2 a), above, will be applied by comparing the current Plan Year's ACP for Members who are HCEs for each Plan Year with the prior Plan Year's ACP for Members who are NHCEs. The Employer can elect Prior Year Testing for a Plan Year only (1) if the Plan has used Current Year Testing in each of the preceding five (5) Plan Years (or, if lesser, the number of Plan Years the Plan has been in existence); or (2) if as a result of a merger or acquisition described in Code section 410(b)(6)(C), the Adopting Employer maintains both a plan using Prior Year Testing and a plan using Current Year Testing and the change is made within transition period described in Code section 410(b)(6)(C)(ii).

If an Adopting Employer elects the Prior Year Testing Method for the first Plan Year this Subsection 6.2 applies to such Adopting Employer, and this is not a successor plan, for purposes of the foregoing tests, the prior year's Non-HCEs' ACP shall be

there percent (3%) unless the Employer has elected in the Adoption Agreement to use the Plan Year's ACP for these Members.

c) Special Rules.

- i) A Member is an HCE for a particular Plan Year if he meets the definition of HCE in effect for that Plan Year. Similarly, a Member is an NHCE for a particular Plan Year if he does not meet the definition of an HCE in effect for that Plan Year.
- ii) For purposes of this Section, the Contribution Percentage for any Member who is an HCE and who is eligible to have Contribution Percentage Amounts allocated to his account under two (2) or more plans or arrangements described in Code section 401(a) or 403(b) that are maintained by the Employer, shall be determined as if the total of such Contribution Percentage Amounts was made under each plan and arrangement. If an HCE participates in two (2) or more such plans or arrangements that have different plan years, all Contribution Percentage Amounts made during the Plan Year under all such plans and arrangements shall be aggregated. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code section 401(m).
- iii) In the event that this Plan satisfies the requirements of Code section 401(m), 401(a)(4) or 410(b) only if aggregated with one (1) or more other plans, or if one (1) or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section shall be applied by determining the ACP of Workers as if all such plans were a single plan. If more than ten percent (10%) of the Employer's NHCEs are involved in a plan coverage change as defined in section 1.401(m)-2(c)(4) of the Treasury Regulations, then any adjustments to the NHCEs' ACP for the prior year will be made in accordance with such Regulations, unless the Employer uses the Current Year Testing method. Plans may be aggregated in order to satisfy Code section 401(m) only if they have the same Plan Year and use the same ACP testing method.
- iv) For purposes of the ACP test, After-Tax Contributions, Matching Contributions and Qualified Nonelective Contributions will be considered made for a Plan Year if made no later than the end of the 12-month period beginning on the day after the close of the Plan Year.

6.3 Distribution of Excess Aggregate Contributions.

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

on the Adopting Employer maintaining the Plan with respect to those amounts. Excess Aggregate Contributions will be treated as Annual Additions under the Plan even if distributed.

- b) Determination of Income or Loss. Excess Aggregate Contributions shall be adjusted for any income or loss. The income or loss allocable to Excess Aggregate Contributions allocated to each Member is the income or loss allocable to the Member's Matching Contribution account, and, if applicable, Qualified Nonelective Contribution account for the Plan Year multiplied by a fraction, the numerator of which is such Member's Excess Aggregate Contributions for the year and the denominator is the Member's Accumulated Benefit(s) attributable to Contribution Percentage Amounts without regard to any income or loss occurring during such Plan Year.
- c) Accounting for Excess Aggregate Contributions. Excess Aggregate Contributions allocated to a Member shall be distributed on a pro-rata basis from the Member's Matching Contribution account and, if applicable, the Member's Qualified Nonelective Contribution account.

#### 6.4 Qualified Nonelective Contributions.

- a) If elected in the Adoption Agreement, the Employer may make Qualified Nonelective Contributions under the Plan on behalf of Workers.
- b) In addition, if the Employer uses the Current Year Testing method, in lieu of distributing Excess Aggregate Contributions, and to the extent elected by the Employer in the Adoption Agreement, the Employer will make Qualified Nonelective Contributions on behalf of Members that are sufficient to satisfy the ACP Test.
- c) Qualified Nonelective Contributions will be allocated either to all Members or only to Members who are NHCEs, as elected by the Employer in the Adoption Agreement, in the ratio which each such Member's compensation for the Plan Year bears to the total compensation of all such Members for such Plan Year. For purposes of this Subsection 6.4 c), "compensation" means compensation within the meaning of Code Section 414(s).

6.5 Amendment to Pass Testing. In the event that the Plan fails to satisfy the coverage or the nondiscrimination requirements in any Plan Year, the Plan may be amended consistent with the applicable Treasury Regulations to correct the failure. The amendment may be made in any form or manner deemed reasonable, but consistent with the Plan.

6.6 Application of Compensation Limit. The Plan Administrator in performing any nondiscrimination testing under this SECTION VI will limit each Member's compensation to the amount described in Code section 401(a)(17).

6.7 Definitions. For purposes of this SECTION VI, the following definitions shall apply:

- a) "Actual Contribution Percentage" ("ACP") means, for a specified group of Members (either HCEs or NHCEs) for a Plan Year, the average of the Contribution Percentages of the Eligible Members in the group.
- b) "Contribution Percentage" means the ratio (expressed as a percentage) of the Member's Contribution Percentage Amounts to the Member's compensation (determined under Code Section 414(s)) for the Plan Year.

- c) “Contribution Percentage Amounts” means the sum of Matching Contributions and After-Tax Contributions made under the Plan on behalf of the Member for the Plan Year. If so elected in the Adoption Agreement or pursuant to other election procedures approved by the Plan Administrator, the Employer may include Qualified Nonelective Contributions in the Contribution Percentage Amounts.
- d) “Eligible Member” means any Member who is otherwise authorized under the terms of the Plan to make an After-Tax Contribution or receive a Matching Contribution.
- e) “Excess Contributions” shall mean the amount by which After-Tax Contributions and Matching Contributions must be reduced under Subsection 6.2 for any individual.
- f) “HCE” shall mean Highly-Compensated Employee as defined in Subsection 2.34. For purposes of this definition, the applicable year of the Plan for which a determination is made is called the look-back year. The determination of a Highly-Compensated former Employee is based on the rules applicable to determining Highly-Compensated Employee status as in effect for that determination year, in accordance with section 1.414(1)-1T of the Treasury Regulations and IRS Notice 97-45.
- g) “Matching Contribution” means an Employer contribution made to this Plan on behalf of a Member on account of an After-Tax Contribution made by such Member, or on account of a Member’s Elective Deferral under a plan maintained by the Employer.
- h) “NHCE” shall mean a Worker who is not an HCE.
- i) “Plan Administrator” shall mean Concordia Plan Services or its designee. However, if the Adopting Employer has elected to offer Funding Arrangements in addition to the CRSP, the Adopting Employer or its designee shall be the Plan Administrator with complying with the provisions of this SECTION VI.
- j) “Qualified Nonelective Contributions” means contributions (other than Matching Contributions) made by the Employer and allocated to Members’ Accounts that the Members may not elect to receive in cash until distributed from the Plan, that are nonforfeitable when made, and that are distributable only in accordance with the distribution provisions (other than for hardships) applicable to Elective Deferrals.

## SECTION VII

### TREATMENT OF EXCESS CONTRIBUTIONS

7.1 Correction of Excess Elective Deferrals. If the Elective Deferral on behalf of a Member for any calendar year exceeds the limitations described in Subsections 5.1 through 5.5, or the Elective Deferrals on behalf of a Member for any calendar year exceeds the limitations described in Subsections 5.1 through 5.5 when combined with other amounts deferred by the Member under another plan of the Adopting Employer under Code section 403(b) (and any other plan that permits elective deferrals under Code section 402(g) for which the Member provides information that is accepted by the Plan Administrator), then the Elective Deferrals, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto through the end of the applicable calendar year), shall be distributed to the Member.

- a) Excess Elective Deferrals Made to This Plan. If an Elective Deferral made to this Plan exceeds the limitations described in Subsections 5.1 through 5.5 without regard to any other plan in which the Member may be participating, the Plan Administrator shall return to the Member from the Plan any Excess Elective Deferrals (plus investment earnings thereon) no later than the first April 15<sup>th</sup> following the close of the Member's taxable year in accordance with section 1.402(g)-1(e)(8)(iii) of the Treasury Regulations (the "Required Date").
- b) Tax Treatment of Excessive Elective Deferrals. If the Excess Elective Deferrals (plus investment earnings thereon) are returned by the Required Date described in Subsection a) above, the Excess Elective Deferrals are included in the Member's gross income for the calendar year in which contributed and any income thereon is taxable in the calendar year withdrawn. If the Excess Elective Deferrals (plus investment earnings thereon) are not distributed by the Required Date, the Excess Elective Deferrals are included in the Member's gross income for the calendar year in which contributed and also for the calendar year in which distributed. Any income shall be included in the Member's gross income in the calendar year that the income is distributed.
- c) Member's Claim. If Elective Deferrals made to this Plan exceed the limitations described in Subsections 5.1 through 5.5 when combined with other amounts deferred by the Member under another plan of the Employer, then the Plan Administrator shall return to the Member from the Plan any Excess Elective Deferrals (plus investment earnings thereon); provided, however, that the Member must first submit a written claim to the Plan Administrator no later than March 1 specifying the amount of the Excess Elective Deferrals for the preceding calendar year and stating that, unless returned, such Excess Elective Deferrals will exceed the Code section 402(g) limit, as adjusted.

7.2 Excess Annual Additions.

- a) General Limitation on Annual Additions.
  - i) If a Member's Annual Additions under the Plan, or under this Plan and plans aggregated with this Plan under Subsections 5.6 c) and 5.6 d), exceed the limit imposed by Code section 415 for a Limitation Year ("Excess Annual Additions"), such Excess Annual Additions shall be corrected in accordance with procedures and other guidance of the Internal Revenue Service. Excess Annual Additions will be deemed to consist of the Annual Additions last



credited, except Annual Additions to a defined contribution plan qualified under Code section 401(a) or a simplified employee pension maintained by an employer controlled by the Member will be deemed to have been credited first.

- ii) If an Excess Annual Addition is credited to a Member under this Plan and another Section 403(b) Prototype Plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:
  - A) the total Excess Annual Addition credited as of such date, times
  - B) the ratio of (i) the Annual Additions credited to the Member for the Limitation Year as of such date under the Plan to (ii) the total Annual Additions credited to the Member for the Limitation Year as of such date under the Plan and all other Section 403(b) Prototype Plans of the Employer.
- iii) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in Section 7.2 b).

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

## SECTION VIII

### MEMBER ACCOUNTS

8.1 Account and Sub-Accounts. An Account will be established for each Member showing the total value of the Member's interest in the Fund. Each Member's Account shall be separated for record-keeping purposes into the following Sub-Accounts:

- a) Pre-Tax Contributions;
- b) Roth Contributions;
- c) After-Tax Contributions;
- d) Mandatory Employer Matching Contributions;
- e) Optional Matching Contributions;
- f) Employer Nonelective Contributions;
- g) Rollover Contributions;
- h) Roth Rollover Contributions;
- i) Transfer Contributions; and
- j) PPPT-Transferred Contributions.

The Plan Administrator has the right, in its sole discretion, to establish additional Sub-Accounts as it may deem necessary or appropriate.

8.2 Adjustments to Member Accounts With Respect to Assets Invested in the CRSP. With respect to assets invested in the CRSP, the following provisions shall apply. As of each Valuation Date, the following additions shall be made to each Account of a Member after the monies have been deposited into the account:

- a) Elective Deferrals, After-Tax Contributions, Rollover Contributions, Roth Rollover Contributions and Transfer Contributions made by the Member since the last Valuation Date;
- b) The Member's share of the Mandatory Employer Matching Contributions (but only for Computation Periods, as such term is defined in Subsection 4.4, prior to July 1, 2014) and the Member's share of the Optional Matching Contributions and/or Employer Nonelective Contributions since the last Valuation Date; and
- c) The Member's proportionate share of any investment earnings and increase in the fair market value of the Fund since the last Valuation Date.

As of each Valuation Date the following deductions shall be made from each Account:

- a) Any withdrawals or payments made from the Member's Account since the last Valuation Date; and

- b) The Member's proportionate share of any expenses, losses, or decrease in the fair market value of the Fund since the last Valuation Date.

If Accounts are maintained on a daily valuation system, the value of a Member's Account shall be adjusted at the close of business each day on which securities are traded on a national securities exchange.

8.3 Equitable Allocations With Respect to Assets Invested in the CRSP. Concordia Plan Services, in its discretion, shall approve accounting procedures for the purpose of making the allocations, valuations, and adjustments to Members' Sub-Accounts provided for in this SECTION VIII to the extent such Sub-Accounts are invested in the CRSP. Should the Provider, with the approval of Concordia Plan Services, determine that the strict application of their accounting procedures will not result in an equitable and nondiscriminatory allocation among the Sub-Accounts of Members, or other circumstances arise which are not covered hereunder, they may modify their procedures for the purpose of achieving an equitable and nondiscriminatory allocation in accordance with the general concepts of the Plan and the provisions of this SECTION VIII.

8.4 Member Statements. The Plan Administrator or its designee shall provide a statement to each Member showing the adjustments to such Member's Account since the last statement and the fair market value of the Account as of the Valuation Date and as of any other date agreed to by the Plan Administrator. In the discretion of the Plan Administrator or its designee, any such statement provided to a Member may be delivered electronically, or in paper format. The Plan Administrator or its designee may establish an electronic delivery system, and procedures for that system, for delivery and acceptance of Plan documents and other related documents. Any such procedures and delivery may be effected by a third party engaged by the Plan Administrator or its designee.

## SECTION IX

### VESTING

#### 9.1 Vesting.

- a) An Adopting Employer that has elected to make Optional Matching Contributions, as described in Subsection 4.4, or Employer Nonelective Contributions, as described in Subsection 4.8, may elect to apply a vesting schedule to such Optional Matching Contributions or Employer Nonelective Contributions. If no vesting schedule is elected, such Optional Matching Contributions or Employer Nonelective Contributions will at all times be one hundred percent (100%) Vested and nonforfeitable. An Adopting Employer electing a vesting schedule shall coordinate and verify any information required by the Plan Administrator or recordkeeper to make a determination regarding a Member's vesting status.
- b) If the Adopting Employer elects to apply a vesting schedule to Optional Matching Contributions or Employer Nonelective Contributions, then at all times all Contributions subject to the vesting schedule shall be deemed to be subject to Code section 403(c) (or other applicable provision of the Code), and not 403(b), until such time as the Contributions are Vested. On and after the date on which the Member's interest in the separate account becomes nonforfeitable, the contract shall be treated as a Code section 403(b) annuity contract if:
  - i) No election has been made under Code section 83(b) with respect to the contract;
  - ii) The Member's interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable;
  - iii) Contributions subject to different vesting schedules have been maintained in separate accounts; and
  - iv) The separate account at all times satisfied the requirements of Code section 403(b) except for the nonforfeitability requirement of Code section 403(b)(1)(C).
- c) If only a portion of the Member's interest in a separate account becomes nonforfeitable in a year, then that portion of the contract will be considered a Code section 403(b) annuity contract and the remaining forfeitable portion will be considered a separate contract to which Code section 403(c) (or another applicable provision of the Code) applies. Each contribution (and the earnings thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Member.
- d) All Elective Deferrals, After-Tax Contributions, Rollover Contributions, Transfer Contributions and Roth Rollover Contributions will at all times be one hundred percent (100%) Vested.
- e) Notwithstanding the foregoing, a Member will be one hundred percent (100%) Vested in all Contributions at death, Disability, or termination of the Plan, unless otherwise specified in the Employer's Adoption Agreement.

9.2 Forfeitures.

- a) The interest of a Member in the portion of his Optional Matching Contributions Account and Employer Nonelective Contributions Account which is not Vested shall be forfeited as soon as administratively feasible, but in no event earlier than one hundred and twenty (120) days following the Member's Termination of Employment, unless such Member resumes employment with the same Employer prior to the end of such one hundred and twenty (120) day period as described in Subsection 9.3.
- b) Any amounts that are forfeited pursuant to Subsection a) above shall be used to reduce the Adopting Employer's Optional Matching Contributions and Employer Nonelective Contributions to the Plan.

9.3 Reemployment. A Member who has a Termination of Employment and is subsequently reemployed by an Employer shall be considered a new Employee and all Years of Service prior to reemployment will be disregarded, unless such Member resumes employment with the same Employer within one hundred and twenty (120) days following the date of his Termination of Employment.

**SECTION X**  
**INVESTMENTS**

10.1 Manner of Investment. All Contributions, and all other amounts paid to the Plan, all property and rights purchased with such amounts under the Funding Arrangements, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts, Custodial Accounts or Retirement Income Accounts (including the CRSP)

10.2 Exclusive Benefit. The CRSP and each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Members and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Members and their Beneficiaries.

10.3 Information Sharing. Each Vendor and the Plan Administrator 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 which is not eligible to receive Elective Deferrals under the Plan, including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan, the Adopting Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code section 403(b) or other requirements of applicable law.

10.4 Member Investment Direction under the Plan.

- a) Each Member (or Beneficiary after the Member's death) shall have the right to direct the investment options available under the Funding Arrangement in accordance with the terms governing the Funding Arrangement.
- b) With respect to the portion of the Member's Account that is invested in the CRSP, the Member (or Beneficiary) shall be entitled to direct the investment only among Investment Options approved by the Board of Trustees. The Board of Trustees shall specify the default Investment Option for any Contributions made to the CRSP for which investment direction is not received from the Member. The following rules shall apply to the administration of such Investment Options available under the CRSP:
  - i) In accordance with procedures established by Concordia Plan Services, the Member (or Beneficiary if applicable) will be instructed to designate the percentage of such Member's Account to be invested in the available Investment Options.
  - ii) A Member may change an election with respect to future Contributions in accordance with the procedures established by the Plan Administrator;
  - iii) A Member (or Beneficiary if applicable) may elect to transfer all or part of the balance from one Investment Option to another in accordance with the procedures established by the Plan Administrator;
  - iv) Each Adopting Employer shall be responsible when transmitting Contributions to show the dollar amount or percentage to be credited to each Sub-Account for each Member;
  - v) Except as otherwise provided in the CRSP, neither a current nor former Adopting Employer nor the Synod, Concordia Plan Services, the Board of

Trustees, any current or former custodian, record keeper, or administrator of the CRSP, nor any of their employees, officers, directors, or other agents, shall be liable to any Member, any Beneficiary, or any Alternate Payee for a loss or any fees resulting from action taken by that entity or person at the direction of such Member or Beneficiary; and

- vi) The Plan Administrator shall establish uniform and nondiscriminatory procedures in connection with the medium and method by which Members issue investment instructions. The medium and method of communication may include, but are not limited to, written instructions (including the use of facsimile transmission device), verbal instructions (including use of a voice response system), or electronic means (including use of computer technology such as electronic mail or internet access).

**10.5 Funding Providers Under the CRSP.** The Board of Trustees shall appoint one or more Providers, as applicable, to act as agents for the investment of (i) Contributions received under the CRSP, (ii) Rollover Contributions and Transfer Contributions made to the CRSP, and (iii) the Contingent Reserve Account transferred to the CRSP. The CRSP shall be invested only in the Investment Options provided under the CRSP pursuant to written agreements entered into between the Board of Trustees or Concordia Plan Services and the Provider. The Plan Administrator shall maintain a list of all contracts and/or investment options available under the Plan. Such list is hereby incorporated as part of the Plan.

**10.6 Termination of a Provider Under the CRSP.** The Board of Trustees may elect to terminate any Provider with respect to receiving future Contributions, but may elect to keep existing amounts currently invested with such Provider. Such amounts shall continue to be invested with such Provider or, alternatively, the Board of Trustees may elect to transfer all amounts to be invested with a new Provider.

Each Member may be given an option to transfer such Member's Accounts to a new Provider selected by the Board of Trustees. If the Member does not elect the option to transfer Contributions to a new Provider, then upon election by the Board of Trustees to transfer all investments to a new Provider, the existing Provider shall value all Accounts on the selected date of transfer and make such transfers as directed by Concordia Plan Services.

If any action or election by the Board of Trustees results in a market value adjustment or other change applied by the current Provider, then such change shall be applied to those Accounts that are being transferred as a result of the Board of Trustees making such election to transfer funds.

**10.7 Trustee Investment Direction Under the CRSP.** With respect to Plan assets invested in the CRSP, the Board of Trustees shall retain the right to direct any Provider with respect to the selection of mutual funds, and may appoint an investment manager, registered as an investment advisor under the Investment Advisors Act of 1940, to select mutual funds. The Board of Trustees shall advise the Provider in writing regarding the retention of investment powers, the appointment of an investment manager, or the delegation of investment direction power to Members. Any investment directive under the CRSP shall be made in writing unless another medium is agreed to between the parties. In the absence of such written directive, the Provider shall automatically invest the available cash in the investment vehicle specified in writing by the Board of Trustees as the default investment until specified investment directions are received. Such instructions regarding the delegation of investment responsibility shall remain in force until revoked or amended in writing. While the Board of Trustees may direct the Provider, neither the Board of Trustees nor any current or former Adopting Employer may:

- a) Borrow from the Fund or pledge any of the assets of the Fund as security for a loan;
- b) Buy property or assets from or sell property or assets to the Fund;
- c) Charge any fee for services rendered to the Fund; or
- d) Receive any services from the Fund on a preferential basis.

The Board of Trustees may appoint an investment manager from time to time to direct the investment of a Member's Account where the Member otherwise does not give investment direction. Such investment manager shall be registered under the Investment Advisors Act of 1940, as amended, and shall agree to be a named fiduciary under the CRSP. The investment manager serving in this capacity shall be referred to as the "asset allocation investment manager" and shall allocate the investment of a Member's Account among a subset of investment funds it selects from those available under the CRSP. Such allocation shall be based on the Member's age, compensation and such other factors agreed upon by the Board of Trustees and the asset allocation investment manager from time to time.

The asset allocation investment manager shall be entitled to reasonable compensation for its activities which shall be charged to Members' accounts under such allocation methods as the Board of Trustees or its delegate shall determine from time to time.

A Member may also affirmatively direct the investment of the Member's Account to be under direction of the asset allocation investment manager. If a Member so directs, the direction shall apply to the Member's entire Account and all Sub-Accounts. Partial investment with the asset allocation investment manager is not permitted.



## SECTION XI

### TRANSFERS

11.1 Transfers into Plan. To the extent permitted under the terms of the Individual Agreement, plan-to-plan transfers for a Member shall be permitted in accordance with the following provisions:

- a) The Plan Administrator may accept a transfer of assets to the Plan for a Member or Beneficiary only if:
  - i) The transferor plan provides for direct transfers of assets;
  - ii) The Member is an employee or former employee of the Adopting Employer;
  - iii) The Member or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Member or Beneficiary immediately before the transfer; and
  - iv) The transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor plan.
- b) With respect to transfers into the CRSP, a transfer described in Subsection 11.1 a) is permitted only if the Transfer Contribution is made in accordance with rules and procedures established by the Board of Trustees or its designee. Any amount so transferred shall be credited to the Member's Transfer Contribution Sub-Account. The amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Member under the CRSP, except that: (1) to the extent any amount transferred is subject to any distribution restrictions described in Subsection 11.1 a) iv) above, distribution restrictions will be imposed on the Account of the Member whose assets are being transferred that are not less stringent than those imposed by the transferor plan, and (2) the transferred amount shall not be considered an Elective Deferral under the CRSP in determining the maximum deferral under SECTION V.

11.2 Plan-to-Plan Transfers from the Plan.

- a) General Provisions. At the direction of the Plan Administrator, and to the extent permitted under the Individual Agreement, the Plan may permit a class of Members and Beneficiaries to have all or any portion of their Accounts transferred to another plan that satisfies Code section 403(b), if such transfer meets the requirements of Subsection d) below.
- b) Automatic Transfer. A Member who terminates (or has terminated) employment with an Adopting Employer and who is subsequently employed by another Adopting Employer, shall have his/her entire Account, if any, automatically transferred to such other Adopting Employer's Plan immediately upon commencement of employment with such other Adopting Employer. Any such transfer shall meet the requirements of Subsection d) below, not including Subsection d) i) A).
- c) Transfer by Employer. To the extent permitted by applicable law and subject to rules and procedures established by the Plan Administrator, an Adopting Employer may

request a transfer of all Accounts maintained under its Plan to another section 403(b) plan that it has established.

d) Transfer Requirements.

- i) The Plan Administrator shall permit the transfer of assets to another plan for a Member or Beneficiary only if:
  - A) The Plan provides for direct transfers of assets pursuant to the Adoption Agreement;
  - B) The Member is an employee or former employee of the employer maintaining the transferee plan;
  - C) The Member or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Member or Beneficiary immediately before the transfer; and
  - D) The transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor Plan.
- ii) The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this Subsection 11.2 d) and section 1.403(b)-10(b)(3) of the Treasury Regulations and to confirm that any other plan involved in the transfer satisfies Code section 403(b).

11.3 Contract Exchanges and Custodial Account Exchanges of Assets Held in the CRSP. A Member (or Beneficiary after the Member's death) is permitted to change the investment of the Member's Account Balance, in accordance with Subsection 10.4. However, with respect to assets held in the CRSP, an investment exchange to a Vendor that is not eligible to receive contributions is not permitted.

11.4 Assets Held in Other Funding Arrangements. With respect to a Plan of a Non-QCCO in which assets are invested in Funding Arrangements in addition to the CRSP, a Member or Beneficiary is permitted to change the investment of his or her Accumulated Benefit among the Vendors under the Plan to the extent permitted under the Individual Agreements with such Vendors. However, any investment change that includes an investment with a Vendor that is not eligible to receive Contributions (referred to below as an exchange) is not permitted unless the conditions in Subsections a) and b) below are satisfied.

- a) The Member or Beneficiary must have an Accumulated Benefit immediately after the exchange that is at least equal to the Accumulated Benefit of that Member or Beneficiary immediately before the exchange (taking into account the Accumulated Benefit of that Member or Beneficiary under both section 403(b) Annuity Contracts or Custodial Accounts immediately before the exchange).
- b) The exchanged amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed on the transferor plan.

- c) The Adopting Employer will enter into an agreement with the receiving Vendor for the other Annuity Contract or Custodial Account under which the Adopting Employer and the Vendor will from time to time in the future provide each other with the following information:
  - i) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Adopting Employer to satisfy Code section 403(b), including the Adopting Employer providing information as to whether the Member's employment with the Adopting Employer is continuing, and notifying the Vendor when the Member has had a Termination of Employment (for purposes of the distribution restrictions in Subsection 12.6).
  - ii) Information necessary in order for any annuity contract or custodial account to which contributions have been made for the Member by the Adopting Employer to satisfy other tax requirements, including the following:
    - A) The amount of any Plan loan that is outstanding to the Member in order for the Plan Administrator and/or Vendor to determine whether an additional Plan loan satisfies the loan limitations of Subsection 12.12 of the Plan, so that any such additional loan is not a deemed distribution under Code section 72(p)(1); and
    - B) Information concerning the Member's or Beneficiary's After-Tax Contributions in order for the Plan Administrator and/or Vendor to determine the extent to which a distribution is includible in gross income.
- d) If any Vendor ceases to be eligible to receive Contributions under the Plan, the Adopting Employer will enter into an information sharing agreement as described in Subsection 11.4 c) above to the extent the Adopting Employer's contract with the Vendor does not provide for the exchange of the information described in Subsection 11.4 c) ii) above.

#### 11.5 In-Plan Roth Rollover Conversions.

- a) A Member may elect to transfer amounts held in the Member's Pre-Tax Contributions Sub-Account into a Roth Rollover Contributions Sub-Account, in accordance with the provisions of this Subsection 11.5, and such a transfer shall be treated as an In-Plan Roth Rollover.
- b) Solely for purposes of determining eligibility for an In-Plan Roth Rollover, the CRSP will treat a Member's spouse or Alternate Payee spouse as a Member. A nonspouse may not make an In-Plan Roth Rollover.
- c) Notwithstanding anything in the CRSP to the contrary, an In-Plan Roth Rollover shall not be treated as a Rollover Contribution for purposes of the CRSP. The CRSP will take into account In-Plan Roth Rollover Sub-Account amounts in determining whether a Member's account exceeds one thousand dollars (\$1,000) for purposes of Subsections 12.8 and 12.9. An In-Plan Roth Rollover shall not be treated as a distribution for purposes of Code sections 401(a)(11) and 411 (d)(6)(B)(ii). Amounts in a Member's In-Plan Roth Rollover Sub-Account may only be withdrawn by a

Member when the Member is eligible for distribution from the Roth Rollover Contributions Sub-Account according to SECTION XII.

- d) Separate Accounting.
- i) Contributions and withdrawals of Roth Rollover Contributions shall be credited and debited to the Roth Rollover Contributions Sub-Account maintained for the Member under the CRSP.
  - ii) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Member's Roth Rollover Contributions Sub-Account and the Member's other Sub-Accounts.
  - iii) No contributions other than Roth Rollover Contributions and properly attributable earnings shall be credited to a Member's Roth Rollover Contributions Sub-Account.

## SECTION XII

### DISTRIBUTIONS

12.1 In-Service Withdrawals. Except as provided in Subsection 12.5, no withdrawals or distributions may be made from a Member's Account prior to the Member's attainment of age fifty-nine and one-half (59½), death, Disability or Termination of Employment, whichever occurs first. Unless otherwise provided in an Individual Agreement, upon attaining age fifty-nine and one-half (59½), a Member shall be entitled to make an In-Service Withdrawal of some or all of such Member's Vested Account. There shall be no limit on the number or frequency of In-Service Withdrawals. The amount withdrawn shall be distributed as soon as is administratively feasible in accordance with procedures of the Plan Administrator.

12.2 Withdrawal upon Termination of Employment. Upon a Member's death or Termination of Employment (without reemployment with an Adopting Employer):

- a) at age fifty-five (55) or older, such Member (or Beneficiary as the case may be) shall be entitled, upon request, to all or a portion of such Member's Vested Account Balance as soon as is administratively feasible following such event.

Notwithstanding the foregoing, a Beneficiary (regardless of age) may receive all or a portion of a Member's Vested Account Balance at any time following the Member's death.

- b) Upon a Member's Termination of Employment for any reason before attaining age fifty-five (55), such Member shall be entitled, upon request, to receive all or a portion of such Member's Vested Account Balance, but no sooner than after a period of separation from service from all Employers totaling one hundred and twenty (120) days.
- c) If a Member who has a Termination of Employment with an Adopting Employer is reemployed by an Adopting Employer as a Worker prior to receiving a distribution of the Member's Account, the Member shall not be entitled to a distribution pursuant to Subsection 12.2 b) until the subsequent termination of such reemployment.
- d) The provisions of this Subsection 12.2 shall also apply in the case of a Member who becomes entitled to a distribution in accordance with Subsections 15.4 and 15.5.

12.3 Distribution for Reasons of Disability. Unless otherwise provided in an Individual Agreement, upon determination that a Member is affected by Disability, such Member shall be entitled, upon request, to receive the full or partial value of such Member's Vested Account representing Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, Mandatory Employer Matching Contributions, Optional Matching Contributions, Employer Nonelective Contributions, Rollover Contributions, Roth Rollover Contributions, Transfer Contributions, and PPPT-Transferred Contributions (and investment earnings thereon) as soon as is administratively feasible following such one (1) year period of continuous Disability in accordance with Subsection 2.26.

12.4 Distribution of After-Tax Contributions. After-Tax Contributions invested in the CRSP may be distributed at any time. Distribution of After-Tax Contributions held in other Funding Arrangements will be subject to the terms of the Individual Agreement governing such Funding Arrangement.

12.5 CARES Act Distributions and Hardship Withdrawals Except for coronavirus-related distributions described in subparagraph (a) below of this Subsection 12.5, unless otherwise eligible

for distributions under this SECTION XII, a Member may not withdraw (or have distributed to him or her) any amount from the Member's Account invested in the CRSP for financial hardship reasons of any kind, nature, or circumstance.

- a) Coronavirus-related Distributions. Notwithstanding anything contained herein to the contrary, a Member who certifies that he or she satisfies one or more of the following conditions may elect to receive a coronavirus-related distribution from his or her CRSP account of up to \$100,000 on or after January 1, 2020 and before December 31, 2020 in compliance with Section 2202(a) of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"):
  - i) The Member has been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention (including a test authorized by the Federal Food, Drug, and Cosmetic Act);
  - ii) The Member's spouse or dependent is diagnosed with COVID-19 by such a test; or
  - iii) The Member, the Member's spouse or a member of the Member's household experiences adverse financial consequences as a result of being quarantined, being furloughed, or being laid off or having work hours reduced due to COVID-19, being unable to work due to lack of child care due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, or having a job offer rescinded or start date of a job delayed due to COVID-19, closing or reducing hours of a business owned or operated by the Member or the Member's spouse or a member of the Member's household due to COVID-19, or other factors as determined by the Secretary of the Treasury (or delegate).
- b) Repayment of Coronavirus-related Distributions. A Member who received a coronavirus-related distribution from the CRSP or any other eligible retirement plan may, at any time during the three (3) year period beginning on the day after receipt of such distribution, make one or more rollover contributions to the Plan in an aggregate amount that does not exceed the amount of such coronavirus-related distribution. Such repayment shall be treated as an eligible rollover distribution as described in subparagraph (A) of CARES Act Section 2202.

## 12.6 Distribution Limitations.

- a) Distributions Limitations for Elective Deferrals. Except as permitted in the case of excess Elective Deferrals, amounts rolled over into the Plan, a distribution made in the event of hardship, CARES Act distributions described in Subsection 12.5 above, a qualified reservist distribution as defined in Code section 72(t)(2)(G), termination of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, distributions of Elective Deferrals from a Member's Account may not be made earlier than the date on which the Member has a Termination of Employment, dies, becomes Disabled, or attains age fifty-nine and one half (59½). For purposes of this paragraph, a Member shall be treated as having a Termination of Employment during any period the Member is performing service in the uniformed services described in Code section 3401(h)(2)(A). A Member who elects to receive a distribution pursuant to the preceding sentence may not make an Elective Deferral or a nonelective employee contribution during the 6-month period beginning on the date of the

distribution. The available forms of distribution will be based on the terms of the applicable Funding Arrangement.

- b) Distribution Restrictions for Employer Nonelective Contributions.
- i) Custodial Account. Except for a payment pursuant to Subsection 12.1, 12.2, 12.3 or 12.5, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Employer Nonelective Contributions held in a Custodial Account may not be distributed earlier than the earliest of the date on which the Member has a Termination of Employment, dies, becomes Disabled, or attains age 59½. The available forms of distribution will be based on the terms governing the applicable Funding Arrangement.
  - ii) Annuity Contract and Retirement Income Account. Except for a payment pursuant to Subsection 12.1, 12.2, 12.3 or 12.5, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Employer Nonelective Contributions held in an Annuity Contract or Retirement Income Account may not be distributed earlier than the earliest of the date on which the Member has a severance from employment or upon the prior occurrence of an event as specified in the Basic Plan and any Individual Agreement such as after a fixed number of years, attainment of a stated age, or after the Member becomes Disabled. The available forms of distribution will be based on the terms governing the applicable Funding Arrangements.
- c) Distribution Restrictions for Rollover Contributions. If a Member has a Rollover Contributions Sub-Account, then the Member may at any time elect to receive a distribution of all or any portion of the amount held in the Rollover Contributions Sub-Account.

12.7 Payment of Benefits. A Member shall be entitled to receive such Member's Vested Account in accordance with the provisions of this SECTION XII. Members may request a distribution only upon the events described herein. Settlement shall be made as described in Subsection 12.8 c).

12.8 Method of Payment. Except as provided below, payment of benefits shall be made in accordance with the terms of the Individual Agreement. Benefits paid from the CRSP shall be paid in accordance with the provisions of this Subsection 12.8.

- a) Application for Benefits. To receive a benefit under the CRSP,
- i) The Member, the Member's Spouse, Beneficiary, Alternate Payee, or representative of any such person (as applicable), must make written application on the appropriate form(s).
  - ii) If the Member's Account exceeds one thousand dollars (\$1,000), the Member's Spouse must also consent in writing and such consent shall be required by the Provider for such distribution to be made.
  - iii) The Provider may require that there be furnished to them in connection with such application all information pertinent to any question of eligibility and the amount of any benefit.

- iv) Procedures for receipt of benefits are initiated by completing the form, with all appropriate signatures, and filing such form with Concordia Plan Services and/or Provider, as applicable.

Benefits will be payable by the Provider upon receipt of a satisfactorily completed application(s) for benefits and supporting documents. The necessary forms will be provided to the payee by the Provider.

- b) Maintenance of Member's Account. Until a distribution is made, the value of the Member's Account shall continue to be held in such Member's Account. While such amount is being held in such Member's Account, it shall continue to share in the investment gains or losses of the Investment Option(s) selected pursuant to Subsection 10.4 hereof.
- c) Form of Payment. Except as provided in Subsection 12.9, the form of payment hereunder shall be one or a combination of the following:
  - i) Rollover of some or all of the Account to the Concordia Retirement Plan, provided that the Member or surviving Spouse is (or would be, in the case of a deceased Plan Member) age fifty-five (55) or older;
  - ii) Lump sum;
  - iii) Rollover to an eligible retirement plan other than Concordia Retirement Plan;
  - iv) Rollover to a Roth IRA qualifying under Code section 408A, but only if the rollover meets the requirements of Code section 408A(d)(3) and the Treasury Regulations thereunder; or
  - iv) Systematic monthly, quarterly, or annual periodic payments until the Account is depleted or the payments are stopped upon request of the Member.

#### 12.9 Small Benefits.

- a) To the extent permitted under the terms governing the applicable Funding Arrangement, distributions may be made in the form of a lump-sum payment, without the consent of the Member or Beneficiary, but not without the consent of the Member or Beneficiary if the Member's Accumulated Benefit (determined without regard to any separate account that holds rollover contributions) exceeds five thousand dollars (\$5,000) or any lesser amount specified in the Funding Arrangement ("Small Account Balance"). Any such distribution shall comply with the requirements of Code section 401(a)(31)(B) (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of one thousand dollars (\$1,000)).
- b) For purposes of assets held in the CRSP, distributions under this Subsection 12.9 shall be made only in accordance with this Subsection b). Notwithstanding any provision in Subsection 12.6 to the contrary, in the event of a Member's Termination of Employment for any reason, the Plan Administrator may direct the Vendor to distribute the Member's Account in a lump sum in the event such Account is one thousand dollars (\$1,000) or less pursuant to this SECTION XII. Similar rules shall apply in the case of a distribution due to a Beneficiary, except that the applicable amount shall be five thousand dollars (\$5,000) or less.



12.10 Benefits to Minors and Disabled Persons. In case any person entitled to receive payment under the Plan shall be a minor or a person under legal disability, Concordia Plan Services, in its sole discretion, may direct the Provider to distribute such amount in one (or any combination) of the following ways:

- a) directly to such minor or disabled person;
- b) to the legal representative of such minor or disabled person; or
- c) to a relative of such minor or disabled person for the support, welfare, or education of such minor or disabled person.

Neither the Synod, nor the Board of Trustees, nor Concordia Plan Services, nor the Provider, nor any Employer shall be required to see to the application of such distribution so made, and the receipt of the person to whom such distribution is actually made shall fully discharge the Plan, the Synod, the Board of Trustees, Concordia Plan Services, the Provider, and all Employers from any further accountability or responsibility with respect to the amount paid.

12.11 Required Minimum Distributions.

- a) General Rules Regarding Minimum Required Distributions. Unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, all distributions under the Plan shall be made in accordance with the minimum distribution requirements of Code section 401(a)(9) and the regulations thereunder in accordance with Subsections 12.11 b) through 12.11 f). The distribution requirements in Subsections 12.11 b) through 12.11 f) generally apply to a Member's entire Accumulated Benefit. To the extent permitted under section 1.403(b)-6(e)(7), a Member's Funding Arrangements under the Plan, or under the Plan and other section 403(b) plans in which the Member participates as an employee, may be aggregated and the minimum distribution requirements satisfied by distribution from any one or more of the Funding Arrangements. The provisions of this Subsection 12.11 override any distribution options in the Plan inconsistent with Code section 401(a)(9).
- b) Required Minimum Distributions. The entire interest of each Member shall be distributed beginning no later than April 1 of the calendar year following the later of the calendar year in which the Member attains age seventy and one-half (70½) or retires (the "required beginning date"), over (1) the life of the Member, (2) the lives of the Member and spouse, or a designated Beneficiary if there is no spouse, or (3) a period certain not extending beyond the life expectancy of the Member or the joint and survivor expectancy of the Member and spouse, or designated Beneficiary if there is no spouse.
  - i) If the Member's Accumulated Benefit is not distributed as an annuity, the amount to be distributed each year, beginning with the calendar year the Member attains age seventy and one-half (70½) or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Accumulated Benefit, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Treasury Regulations, using the Member's age as of his birthday in the year. However, if the Member's sole designated Beneficiary is his surviving spouse and such

spouse is more than ten (10) years younger than the Member, then the distribution period is determined under the Joint and Survivor Table in Q&A-3 of section 1.401(a)(9)-9, using the ages of the Member and the spouse's birthdays in the year.

- ii) If the Member's Accumulated Benefit is distributed as an annuity, the distribution periods in paragraph b) above cannot exceed the period specified in section 1.401(a)(9)-6 of the Treasury Regulations. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of section 1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6.
  - iii) The required minimum distribution for the year the Member attains age seventy and one-half (70½) or retires (or the first required annuity payment) can be made as late as the required beginning date. The required minimum distribution (or required annuity payment) for any other year, including the year that contains the required beginning date, must be made by the end of such year.
- c) Death On or After Required Beginning Date or Date Required Annuity Payments Begin. If the Member's Accumulated Benefit is distributed as an annuity and the Member dies on or after required payments begin, the remaining portion of the Member's interest will continue to be distributed under the contract option chosen. If the Member's Accumulated Benefit is not distributed as an annuity and the Member dies on or after the required beginning date, the remaining interest shall be distributed at least as rapidly as follows:
- i) If the Beneficiary is someone other than the Member's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his birthday in the year following the year of the Member's death, or over the period described in paragraph iii) below, if longer.
  - ii) If the Member's sole Beneficiary is the Member's surviving spouse, the remaining interest will be distributed over the spouse's life or over the period described in paragraph iii) below, if longer. Any interest remaining after the spouse's death will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his birthday in the year of the spouse's death, or, if the distributions are being made over the period described in paragraph iii) below, over such period.
  - iii) If there is no Beneficiary, or if applicable by operation of paragraph i) or ii) above, the remaining interest will be distributed over the Member's remaining life expectancy determined in the year of the Member's death.
  - iv) The amount to be distributed each year under paragraph i), ii) or iii), beginning with the calendar year following the calendar year of the Member's death, is the quotient obtained by dividing the value of the Accumulated Benefit as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Treasury Regulations. If distributions

are being made to a surviving spouse as the sole Beneficiary, the spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Member's age in the year specified in paragraph i), ii) or iii) and reduced by one (1) for each subsequent year.

- d) Death Before Required Beginning Date or Date Required Annuity Payments Begin. If the Member dies prior to the required beginning date (or the date required payments begin, in the case of any annuity), his entire interest will be distributed at least as rapidly as follows:
- i) If the Beneficiary is someone other than the Member's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Member's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his birthday in the year following the year of the Member's death, or, if elected, in accordance with iii) below.
  - ii) If the Member's Beneficiary is the Member's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Member's death (or by the end of the calendar year in which the Member would have attained age seventy and one-half (70½), if later), over the spouse's life, or, if elected, in accordance with paragraph iii) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using the Beneficiary's age as of his birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed under the contract option chosen, in the case of an annuity, or over the spouse's remaining life expectancy determined using the spouse's age as of his birthday in the year of the spouse's death.
  - iii) If there is no Beneficiary, or if applicable by operation of paragraph i) or ii) above, the entire interest, to the extent required by regulations, will be distributed by the end of the calendar year containing the fifth (5<sup>th</sup>) anniversary of the Member's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph ii) above).
- e) Except in the case of a distribution as an annuity, the amount to be distributed each year under paragraph d) i) or d) ii) is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Treasury Regulations. If distributions are being made to a surviving spouse as the designated Beneficiary, the spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph d) i) or d) ii) and reduced by one (1) for each subsequent year. The "value" of the Accumulated Benefit or the "interest" in the annuity includes the

amount of any outstanding rollovers and transfers and the actuarial value of any other benefits provided under the annuity such as guaranteed death benefits, to the extent required under applicable regulations.

- f) For purposes of paragraphs c) and d) above, the required annuity payments are considered to begin on the Member's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph d) ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of section 1.401(a)(9)-6 of the Treasury Regulations or under a Retirement Income Account meeting the requirements of section 1.403(b)-6(e)(5) of the Treasury Regulations, then required annuity payments are considered to begin on the annuity starting date.

12.12 Loans. To the extent permitted under the terms of a Funding Arrangement, a Member may obtain a loan under the Plan.

- a) Provisions Applicable to all Loans. The following provisions apply to all loans under the Plan:
  - i) No loan can be made to the extent such loan when added to the outstanding balance of all other loans to the Member would exceed the lesser of either (A) fifty thousand dollars (\$50,000) reduced by the excess, if any, of the highest outstanding balance of loans during the one (1) year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made or (B) one-half the present value of the Vested accrued benefit of the Member, or, if greater (and if permitted under the terms of the Funding Arrangement), the total Vested accrued benefit up to ten thousand dollars (\$10,000). For purposes of the above limitation, all loans from all plans of the Adopting Employer and Related Employers are aggregated.
  - ii) Any loan shall by its terms require the repayment of principal and interest be amortized in level payments not less frequently than quarterly, over a period not extending beyond five (5) years from the date of the loan. The terms of the Funding Arrangement may apply a longer amortization period if such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Member.
  - iii) An assignment or pledge of any portion of the Member's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.
  - iv) The terms of the governing Funding Arrangement shall determine the method of repayment of loans.
- b) Provisions Applicable to Loans from the CRSP. In addition to the requirements of Subsection 12.12 a), above, the following provisions apply to any loans from the CRSP unless otherwise specified in an Employer's Adoption Agreement:
  - i) A Member may apply to the Provider for a loan from that portion of his Account representing Elective Deferrals, Rollover Contributions, Roth Rollover

Contributions, and Transfer Contributions (and investment earnings thereon) under procedures adopted by the Plan Administrator. Such procedures may be changed from time to time as determined to be appropriate. Loans shall not be made available to Highly-Compensated Members in an amount greater than the amount made available to other Workers.

- ii) Loans shall be made available to all Workers of an Adopting Employer on a reasonably equivalent basis.
- iii) No more than one (1) loan may be outstanding at any time; provided, however, that a Member may secure a second loan for any reason during the period beginning March 27, 2020 through March 7, 2023 or at any time such Member's principal residence or place of employment is located in an affected area at the time such area is eligible for disaster relief available to retirement plan participants pursuant to guidance issued by the Internal Revenue Service and offered by the Plan.
- iv) No loan shall be less than one thousand dollars (\$1,000).
- v) No loan shall exceed one-half of a Member's Account.
- vi) All applications must be made in accordance with procedures established by the Plan Administrator and made available to Members.
- vii) Any loan shall bear interest at a reasonable rate which shall be established as the prime rate of interest (as published in the *Wall Street Journal* on the first business day of the month before the loan is originated) plus one percent (1%). This rate shall not change during the period such loan is outstanding.
- viii) The term of a home loan used to acquire a principal residence of the Member shall not exceed ten (10) years. As part of the loan procedures, the Plan Administrator may suspend a Member's required loan payments during a Period of Military Duty.
- ix) As part of a Member's loan application, such Member shall be required to follow such procedures as are required to implement the loan.
- x) A Member's entire outstanding loan balance shall be immediately due and payable, unless the Member continues to make loan payments as described in Subsection 12.12 b) xii) below, if: (A) the Adopting Employer of the Member is deemed to have withdrawn from participation in the Plan pursuant to Subsection 15.4 or 15.5, or (B) such Member terminates employment from an Adopting Employer for any reason.
- xi) A failure to make any loan payment (including, if applicable, the outstanding loan balance) when due will result in the payment being considered delinquent. If any delinquent payment is not paid by the end of the calendar quarter after the calendar quarter in which any such payment is delinquent, the loan will be in default, and the entire outstanding loan balance, including all accrued but unpaid interest, will be treated as a distribution and reported to the Internal Revenue Service as taxable income for the year in which the loan was deemed distributed.

- xii) Notwithstanding the foregoing, the Provider(s) designated by the Board of Trustees in accordance with Subsection 14.3 of the Plan may establish policies and procedures whereby a Member, following a withdrawal from participation or termination of employment as described in Subsection 12.12 b) x) above, may continue to repay an outstanding loan balance via a direct payment arrangement between the Provider and the Member. If the Member complies with such policies and procedures, the Member may continue to repay the outstanding loan balance according to the schedule established by the Provider.
- c) CARES Act Loans. Notwithstanding anything contained herein to the contrary, the following limitations apply to loans from the CRSP to a Member who meets the conditions set forth in subparagraphs (i), (ii) or (iii) of Subsection 12.5 above:
  - i) Increased Maximum Loan Amount. For purposes of determining the maximum amount of a loan during the period from March 27, 2020 through September 23, 2020, the loan limits of this Subsection 12.12 shall be applied by substituting "\$100,000" for "\$50,000" under Subsection 12.12(a)(i)(A), "the present value of the Vested accrued benefit of the Member" for "one-half the present value of the Vested accrued benefit of the Member" under Subsection 12.12(a)(i)(B), and "No loan shall exceed the vested balance of the Member's Account." for "No loan shall exceed one-half of a Member's Account." under Subsection 12.12(b)(v).
  - ii) Delayed Loan Repayments. For loan repayments due during the period beginning March 27, 2020 through December 31, 2020 from a Member with an outstanding loan on or after March 27, 2020, the loan repayment due date will be delayed for one (1) year. In addition, any subsequent repayments of such loan will be adjusted appropriately to reflect the delay and any interest accruing during the delay. The period of delay will be disregarded in determining the five (5) year period under Subsection 12.12(a)(ii) and the ten (10) year period under Subsection 12.12(b)(viii).

#### 12.13 Direct Rollovers of Eligible Rollover Distributions.

- a) General Rules. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election, a Distributee may elect to have any portion of an Eligible Rollover that is equal to at least five hundred dollars (\$500) paid directly to an Eligible Retirement Plan, including the Concordia Retirement Plan, in a Direct Rollover. If an Eligible Rollover Distribution is less than five hundred dollars (\$500), a Distributee may not make the election described in the preceding sentence to roll over only a portion of the Eligible Rollover Distribution. The Distributee's election to have an Eligible Rollover from such Member's assets held in the CRSP rolled over to another Eligible Retirement Plan shall be made at the time and in the manner prescribed by the Plan Administrator.
- b) Definitions.
  - i) Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

- A) any distribution that is one of a series of substantially equal period payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee and the Distributee's designated Beneficiary, or for a period of ten (10) years or more;
- B) any distribution to the extent that such distribution is required under Code section 401(a)(9);
- C) any hardship distribution;
- D) the portion of any other distribution(s) that is not includible in gross income;
- E) any distribution(s) that is reasonably expected to total less than two hundred dollars (\$200) during a year;
- F) any corrective distribution of excess amounts under Code sections 402(g), 401(m), and/or 415(c) and income allocable thereto;
- G) any loans that are treated as deemed distributions pursuant to Code section 72(p); or
- H) any other distribution that is ineligible to be treated as an Eligible Rollover Distribution under applicable law.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to either: (1) an individual retirement account or annuity described in Code section 408(a) or 408(b), respectively; (2) a qualified defined contribution plan described in Code section 401(a) or 403(a), or a tax-sheltered annuity contract described in Code section 403(b) (including a Code section 403(b)(7) custodial account and a Code section 403(b)(9) retirement income account) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or (3) a Roth IRA described in Code section 408A.

- ii) Eligible Retirement Plan. An Eligible Retirement Plan includes any of the following to the extent that it accepts the Distributee's eligible rollover distribution: a qualified plan described in Code section 401(a); an annuity plan described in Code section 403(a); an annuity contract described in Code section 403(b) (including custodial accounts described in Code section 403(b)(7) and retirement income accounts described in Code section 403(b)(9)); an individual retirement account described in Code section 408(a); an individual retirement annuity described in Code section 408(b); a Roth IRA described in Code section 408A; an eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and that agrees to separately account for amounts transferred into such plan from this Plan; and any other plan or arrangement determined to be, under applicable law, an eligible retirement plan with respect to a distribution from a section 403(b) plan. The definition of Eligible Retirement Plan shall also apply

in the case of a distribution to a surviving spouse or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code section 414(p).

- iii) Distributee: A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Member's nonspouse designated Beneficiary. In the case of a nonspouse Beneficiary, the Direct Rollover may be made only to an individual retirement account or annuity described in Code section 408(a) or 408(b) that is established on behalf of the nonspouse Beneficiary and will be treated as an inherited IRA pursuant to the provisions of Code section 402(c)(11). Also, in this case, the determination of any required minimum distribution under Code section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007 I.R.B. 395.
- iv) Direct Rollover. A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
- c) Automatic Rollovers. In the event of a mandatory distribution greater than one thousand dollars (\$1,000), in accordance with the provisions of Subsection 12.9, if the Member does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Member in a Direct Rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a Direct Rollover to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether a mandatory distribution is greater than one thousand dollars (\$1,000), the portion of the Member's distribution attributable to any rollover contributions is included.
- d) Roth Contributions.
  - i) Notwithstanding any provision of this Subsection 12.13 to the contrary, a direct rollover of a distribution from any Sub-Account established for a Member's Roth Contributions or Roth Rollover Contributions shall 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).
  - ii) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from any Sub-Account established for a Member's Roth Contributions or Roth Rollover Contributions if the amounts 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 Member's Roth Contributions Account, Roth Rollover Contributions Account and Roth Transfer Contributions Account is not taken into account in determining whether distributions from a Member's other Accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a Member's Roth Contributions Account, Roth Rollover Contributions Account and Roth Transfer Contributions Account are taken into account in determining



whether the total amount of the Member's Accumulated Benefits under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan pursuant to Subsection 12.9.

- iii) The provisions of the Plan that allow a Member to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from the Member's Roth Contributions Account, Roth Rollover Contributions Account and Roth Transfer Contributions Account as a separate distribution from any amount distributed from the Member's other accounts in the Plan, even if the amounts are distributed at the same time.
- e) Written Explanation of Right to Direct Rollover. The Plan Administrator shall provide, within a reasonable period before making an Eligible Rollover Distribution, a written explanation to the Distributee that satisfies the requirements of Code section 402(f).
- f) After a Rollover distribution has been paid from the Plan, no revocation of such distribution or repayment to the Plan shall be permitted.
- g) A Rollover to the Concordia Retirement Plan shall be permitted only if the Member's Account held in the CRSP at the time of the Rollover is greater than five thousand dollars (\$5,000).

**SECTION XIII**  
**BENEFICIARIES**

13.1 Beneficiary Designation. A Member has the right to designate a primary and/or contingent Beneficiary(ies) to receive his or her Vested Account Balance on the death of the Member. Such designation must be submitted in accordance with procedures adopted by the Plan Administrator in order to be recognized as a valid designation by the Plan. A Member may change his or her beneficiary designation by completing a new designation and submitting it to the Plan Administrator. The filing of a new valid beneficiary designation shall render all previously filed designations invalid. Beneficiary designations on file with the CRSP's Provider, MetLife, prior to July 1, 2015 became invalid as of July 1, 2015.

13.2 Spousal Consent Required for Designation of Non-Spouse Beneficiary. If a Member has a Spouse, such Spouse must consent to the designation of a non-Spouse Beneficiary in accordance with the following:

- a) The Spouse's consent to the designation of a non-Spouse Beneficiary must be in writing and acknowledged by a notary public.
- b) The Spouse's consent shall only be valid with respect to the alternate or additional Beneficiary(ies) to which such consent applies. Any subsequent change in Beneficiary(ies) shall also require the Spouse's consent.
- c) Any spousal consent shall only be applicable to the Spouse granting such consent.

The Plan Administrator may accept a designation without the consent of the Spouse if there is no Spouse, the Spouse cannot be located, or in such other circumstances as may be prescribed by the Plan Administrator in accordance with applicable law.

13.3 Default Beneficiary and Revocation of Beneficiary Upon Divorce. Unless otherwise provided under the Individual Agreement, a Member's Vested Account Balance will be paid upon a Member's death to the Beneficiary(ies) designated by the Member in a valid beneficiary designation accepted by the Plan Administrator subject to the following provisions:

- a) If more than one (1) Beneficiary is designated and in such designation the Member has failed to specify the respective interests, the Beneficiaries will share equally. Unless otherwise provided in the beneficiary designation, the interest of any designated Beneficiary predeceasing the Member will terminate and will be shared equally by any Beneficiaries who survive the Member.
- b) If on the death of the Member there is no valid beneficiary designation on file, or if no designated beneficiary is living, and the Member has a surviving Spouse, then the Member's Vested Account Balance shall be payable to the Member's surviving Spouse. If there is no surviving Spouse, then the Member's Vested Account Balance shall be payable to the Member's surviving Children, distributed per capita in equal shares; or if there are no surviving Children, then to the Member's estate or such other individuals as ultimately determined to be the heirs of the Member by a court of competent jurisdiction.
- c) If a Member designates his or her spouse or a relative of his or her spouse as a Beneficiary and subsequent to such designation the Member's marriage is dissolved or annulled, the designation of such person as Beneficiary under this Plan shall be

deemed revoked. This revocation shall not apply to a provision of a beneficiary designation that has been made irrevocable, or only revocable with the consent of the spouse, or that expressly states that marriage dissolution shall not affect the designation. The beneficiary designation shall be given effect as if the former spouse or relative had disclaimed the revoked provision. A Member may designate a former spouse or relative of a former spouse as Beneficiary by completing and submitting a new beneficiary designation naming the former spouse or former spouse's relative as Beneficiary after the dissolution or annulment. For purposes of this Subsection 13.3, a relative of a former spouse means an individual who is related to the Member's former spouse by blood, adoption or affinity and who, after the divorce or annulment is not related to the Member by blood, adoption or affinity.

13.4 Administration of Beneficiary Designation. The interpretation of the Plan Administrator with respect to any Beneficiary designation shall be binding and conclusive upon all parties, and no person who claims to be a Beneficiary, or any other person, shall have the right to question any action of the Plan Administrator, which in the judgment of the Plan Administrator fulfills the intent of the Member who filed such designation.

Notwithstanding the foregoing, unless otherwise provided in the Individual Agreement, no benefits as described in this Section shall be payable to a Beneficiary convicted of, or under indictment for, the death of the deceased Member or dependent, and alternate payment shall be made as determined by the Plan Administrator.

## SECTION XIV

### ADMINISTRATION

14.1 Synod. The Synod has established and maintains the CRSP for the benefit of the Workers and Employers and is the Plan Sponsor. As stated in specific provisions of the CRSP, the Synod delegated certain of its rights and obligations as the Plan Sponsor to the Board of Trustees as the Plan Administrator of the CRSP and Trustee of the Fund.

14.2 Board of Trustees. The Board of Trustees serves as Trustee of the Fund and has been given the power to control the operation and administration of the CRSP, including functions to comply with the requirements of Code section 403(b) to the extent that the Plan is invested in the CRSP. The Plan Administrator is responsible for compliance with the requirements of the Code that apply on the basis of the Funding Arrangement(s) issued to a Member under the Plan, including with respect to loans under Code section 72(p). Notwithstanding the foregoing, the Participating Employer is responsible for collecting and sharing such information as is requested or required of the Participating Employer by the Plan Administrator or its delegate. The Board of Trustees has the authority to delegate rights, authority, and obligations to the Participating Employers, the Provider(s), the Custodian, Concordia Plan Services and its administrators and delegates, and such committees as the Board of Trustees may establish, and these parties shall be solely responsible for these, and only these, delegated rights and obligations.

14.3 Provider. The Board of Trustees shall select one or more Providers to serve as funding agent and record keeper for the CRSP and receive, invest, and manage (including the power to acquire or dispose of) any assets of the CRSP. Each Provider shall be entitled to receive reasonable compensation for services rendered, or for the reimbursement of expenses properly and actively incurred in the performance of their duties with the CRSP and the payment therefor from the Trust Fund if not paid directly by the Board of Trustees or any Participating Employer.

14.4 Plan Administration. The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of Code section 403(b). The Plan Administrator shall have discretionary authority to construe and interpret the terms and conditions of the Plan, to make factual determinations thereunder, to determine whether any forms, documents, and other information are acceptable and sufficient, and to decide all matters arising in the Plan's administration, application and operation, including, but not limited to, questions pertaining to eligibility for participation or benefits, and the amount of benefits, if any, to be paid by the Plan. The Plan administration provisions include but are not limited to –

- a) Determining whether a Worker is eligible to participate in the Plan.
- b) Determining whether contributions comply with the applicable limitations.
- c) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations.
- d) Determining that any transfers or rollovers comply with applicable requirements and limitations.
- e) Determining that the requirements of the Plan and Code section 403(b) properly applied, including whether the Employer is a member of a controlled group.

- f) Determining the status and acceptability of domestic relations orders or qualified domestic relations orders under Code section 414 (p) and Qualified Domestic Relations Order guidelines.

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

## SECTION XV

### EMPLOYER PARTICIPATION AND OBLIGATIONS

15.1 Adoption by Synod, Controlled Organizations, and Member Congregations. The Synod, any Controlled Organization, and any Member Congregation may adopt the Plan to be effective as of the first day of any calendar month upon filing with Concordia Plan Services, prior to the applicable date, a completed Adoption Agreement and such other documentation as may be requested by Concordia Plan Services.

15.2 Adoption by Affiliated Agency. Any Affiliated Agency, which qualifies for participation in the Plan as determined by Concordia Plan Services, may adopt the Plan on the first day of any calendar month upon complying with such other requirements as Concordia Plan Services may specify in qualifying such Affiliated Agency.

15.3 Adopting Employer's Obligations. By its adoption of the Plan, each Adopting Employer obligates itself (in addition to the obligations imposed under other provisions hereof) to the following requirements with respect to the utilization of the CRSP as a Funding Arrangement:

- a) to timely enroll each of its Workers who chooses to become a Member, by promptly submitting completed forms as required by Subsection 3.4 following receipt of the relevant information from its Workers, although each Worker is responsible for accurate, thorough, and proper completion of the form(s).
- b) to notify the Vendor, Provider and the Plan Administrator or its designee of a termination of employment, the granting and termination of leaves of absence, the last day worked prior to and first day worked after periods of Disability, and other facts or events which may be relevant in the operation of the Plan,
- c) to provide the Plan Administrator or its designee any information necessary for compliance with Code section 403(b) and applicable Treasury regulations, or for proper administration of the Plan,
- d) to distribute promptly to or communicate to the Workers enrolled through the Employer any notice or other communication from the Plan Administrator or its designee pertaining to the CRSP or its operation which the Board of Trustees or its designee shall indicate is for the attention of such Workers,
- e) to forward Elective Deferrals and Optional Matching Contributions to the Plan pursuant to established procedures and applicable law as of the earliest date on which such Contributions can reasonably be segregated from the Adopting Employer's general assets, which date shall not be later than the twentieth (20th) business day of the month following the month in which the amount would otherwise have been paid to the Member,
- f) to forward all other Contributions to the Plan pursuant to established procedures and applicable law, but in no event later than is reasonable for the proper administration of the Plan,
- g) to monitor the maximum Elective Deferrals that a Member may contribute,
- h) to refrain from adopting or issuing any plan, contract, agreement, summary plan description or other document that conflicts with the Plan, and

- i) to comply with all the requirements of Code section 403(b) and the Treasury regulations thereunder that may be applicable to employers.

15.4 Withdrawal from the CRSP. Any Employer may withdraw or be withdrawn from participation in the CRSP effective as of the end of any current or prospective calendar month as follows:

- a) Voluntary Withdrawal. An Employer may voluntarily withdraw from the CRSP by:
  - i) giving written notice signed by an authorized officer to Concordia Plan Services at least thirty (30) days prior to the intended withdrawal date, and
  - ii) providing to Concordia Plan Services a copy of the written notice given to all Workers of such Adopting Employer.
- b) Withdrawal Due to Non-compliance. If Concordia Plan Services determines, in its sole discretion, that an Employer is not administering the Plan in accordance with the Plan's provisions, such Employer's participation in the CRSP, and the participation of its Workers, shall be terminated as of the date determined by Concordia Plan Services.
- c) Withdrawal Due to Regulatory Restrictions. If Concordia Plan Services determines that providing the Plan in any particular state within the United States, or any particular country outside the United States, is not feasible because of prohibitive laws or other reasons, each Employer located in such an area shall cease to be considered an Employer as defined in Subsection 2.29 and the Employer's participation in the CRSP, and the participation of its Workers, shall be terminated.

All the rights and benefits of each Worker who is employed by such withdrawing Adopting Employer, accrued through the effective date of such withdrawal, shall thereupon become nonforfeitable to the extent then funded.

Any withdrawal by an Employer under the provisions of this Subsection, or the provisions of Subsection 15.5, shall not be considered a plan termination as described in section 1.403(b)-10 of the Treasury Regulation, but instead the Provider designated by the Board of Trustees in accordance with Subsection 14.3 of the Plan shall cease to be an eligible Provider for the receipt of contributions from such Employer to the Plan.

15.5 Change in Status. An Employer that ceases to be an Employer as defined in Subsection 2.29 for any reason may, in the sole and absolute discretion of Concordia Plan Services, be considered a withdrawn Employer, and if considered a withdrawn Employer, all Workers employed by such Employer at the time of such event shall be treated in the manner provided in Subsection 15.4, as if they were Members employed by a withdrawing Employer on the effective date of such withdrawal. Such a withdrawn Employer may again adopt the Plan, if such re-adoption is approved by Concordia Plan Services.

## SECTION XVI

### BOARD OF TRUSTEES

16.1 Appointment of Board of Trustees. The Board of Trustees shall be composed of sixteen (16) persons consisting of: fifteen (15) voting members appointed by the Board of Directors of the Synod and the Chief Financial Officer of the Synod, ex officio, who shall be a nonvoting member. The voting members shall be:

- a) two (2) ministers of religion-ordained,
- b) one (1) minister of religion-commissioned, and
- c) twelve (12) laypersons, at least five (5) of whom shall be experienced in the design of employee benefit plans, at least five (5) of whom shall be experienced in the management of benefit plan investments, and at least one (1) of whom shall have significant financial/audit experience.

Each voting member of the Board of Trustees shall be appointed to serve a three (3) year term, such terms being staggered in order that no more than five (5) members of the Board of Trustees shall be subject to replacement by reason of expiration of term in any year, provided that each voting member shall serve until his successor is duly appointed and takes office. A voting member cannot serve beyond four (4) successive three-year terms, but such member may again become eligible for appointment to the Board of Trustees after an interval of three (3) or more years.

The Chief Financial Officer of the Synod shall serve as a nonvoting member of the Board of Trustees until his successor is duly appointed and takes office.

16.2 Officers. The members of the Board of Trustees shall elect a chairperson, who shall be a layperson, a secretary, and such other officers as it may from time to time deem advisable. The secretary may be, but need not be, a member of the Board of Trustees.

16.3 Official Actions. The Board of Trustees shall act by a majority of its members at the time in office, and such action may be taken by a vote at a meeting or in writing without a meeting. Members of the Board of Trustees may participate in a meeting of the Board by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at such meeting. No member of the Board of Trustees shall vote or decide upon any matter relating solely to the rights or benefits for such member or such member's dependents under the CRSP. The Board of Trustees may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more members of the Board of Trustees and any such committee, to the extent and subject to such limitations as may be provided in the resolution of the Board of Trustees, shall have and may exercise all the powers and authority of the Board of Trustees.

16.4 Records. All acts and determinations of the Board of Trustees shall be recorded by the secretary thereof, and all such records, together with such other documents as may be necessary for the administration of the CRSP, shall be preserved in the custody of the secretary and shall be subject to inspection by any person having a legitimate interest therein.

16.5 No Compensation. Members of the Board of Trustees shall serve in such capacity without compensation.



16.6 General Powers. The Board of Trustees shall have the power to administer the CRSP and to select investment funds available for use by Members. It shall have all general and incidental powers and duties appropriate for the performance of such functions, including, but not limited to, the powers and duties mentioned elsewhere in the CRSP. The Board of Trustees shall not, however, have the power, duty, or authority to add to, or amend, any provisions of the CRSP except to the extent, and within the limitations, delegated from time to time by the Board of Directors of the Synod. Power to administer the CRSP (and certain activities related to the Trust Fund) has been delegated to Concordia Plan Services, a nonprofit corporation established by the Synod for that purpose, subject to such limitations as the Board of Trustees may establish from time to time.

16.7 Financial Duties. Concordia Plan Services shall collect and receive all Contributions due and payable to the Trust Fund at such times and in such installments as are provided for in the CRSP and shall have the power to pay or authorize benefit payments and charges from the Trust Fund as provided in the CRSP or may direct that such Contributions be remitted by each Adopting Employer directly to the approved Provider.

16.8 Custodians. The Board of Trustees or Concordia Plan Services shall enter into one or more Agreements appointing a corporation or corporations possessing Trust powers as custodians of the Trust Fund or designated portions thereof. If so desired, a custodian may be authorized to pay on order of the Board of Trustees or Concordia Plan Services any benefits or charges due and payable under the CRSP. The Board of Trustees or Concordia Plan Services may from time to time revoke any such appointment and enter into an agreement appointing another corporation possessing trust powers as Custodian.

16.9 Administration and Expenses. The Board of Trustees or Concordia Plan Services shall have the power to employ or appoint such consultants, staff, agents, attorneys, accountants, actuaries, advisors, administrators, and clerical and other assistants and incur such fees and expenses as it deems necessary for the administration of the CRSP and Trust Fund. Expenses incurred may be paid from the Trust Fund, by Adopting Employers, Members or otherwise.

16.10 Rules and Regulations. Concordia Plan Services and its appropriate administrative staff shall have the power and authority to promulgate rules and regulations, not inconsistent with the CRSP, for the better operation of the CRSP, and to construe and interpret the provisions of the CRSP to resolve any ambiguity or supply any omission or reconcile any inconsistencies; provided, however, that no such rules and regulations shall exceed any limitations assigned to the Board of Trustees by the Board of Directors of the Synod. All such rules and regulations shall be recorded in administrative policies maintained by Concordia Plan Services and shall be applied in a uniform manner to all Employers or persons whose situations are similar.

16.11 ARC Appeal and Arbitration of Individual Rights under the CRSP. All disputes arising out of or relating to assets invested in the CRSP and the rights and obligations under it shall be resolved using the process outlined in this Subsection 16.11. Any dispute regarding the formation, validity, or enforceability of this Subsection 16.11 shall be governed by the Federal Arbitration Act and determined by an arbitrator who is selected using the process outlined in paragraph b) below. If any portion of this Subsection is determined to be invalid or unenforceable, that portion shall be severed and the remainder of this Subsection 16.11 shall be enforced.

- a) Potential legal claims or disputes shall be brought to the Appeals Review Committee ("ARC") as a condition precedent to arbitration under paragraph b). Failure to submit an appeal to the ARC will result in a forfeiture of the Member's rights under the Plan to pursue a claim. Notice of a potential claim or dispute, or notice of the appeal of a decision relating to this Plan, shall be given to the ARC, with enough supporting material for the ARC to make a determination of the claim, by first class mail to:

Appeals Review Committee, Concordia Plan Services, P.O. Box 229007, St. Louis, Missouri 63122-9007. The ARC shall have discretionary authority to interpret Plan provisions that may be unclear or ambiguous in any particular circumstance, or otherwise to decide claims or disputes. No action by the ARC in any particular instance shall establish a binding precedent for any subsequent matter. The determination by the ARC of any such questions shall be final and conclusive subject to arbitration under paragraph b).

- b) If the parties are not able to resolve the entire dispute through the ARC process, then any unresolved claims shall be determined by binding arbitration administered either by: i) JAMS, the Resolution Experts (“JAMS”), under its Streamlined Arbitration Rules before a single arbitrator, or ii) U.S. Arbitration and Mediation, under its Rules of Arbitration, with one of these two arbitration services to be selected by the Member, Member’s dependent, or Employer, or in the absence of a selection by the foregoing, by Concordia Plan Services (the “Arbitration Service”). (If JAMS is chosen and the dispute falls outside the scope of JAMS’ Streamlined Rules, then JAMS’ Comprehensive Arbitration Rules shall apply.) The location of the arbitration hearing shall be determined by agreement of the parties, or, if they are unable to agree, by the arbitrator(s). All claims shall be pursued individually; any ability to bring collective or class actions is expressly waived. Furthermore, neither party shall have the ability to recover punitive or exemplary damages. A party shall have one (1) year from the date it knew or should have known of its claim to commence arbitration; claims not instituted in that time period are barred. While the Federal Arbitration Act governs the enforcement and interpretation of this Subsection, Missouri law will otherwise apply to any disputes. Judgment on the final award may be entered in any court having jurisdiction.
- c) Before demanding arbitration, or at any time during the arbitral proceeding, either party may commence non-binding mediation by providing to the Arbitration Service and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with the Arbitration Service and with one another in selecting a mediator from the Arbitration Service panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
- d) In an arbitration under paragraph b) above or a mediation under paragraph c) above, Concordia Plan Services will pay all case management fees incurred, but both sides are expected to equally share the professional fees of the arbitrator or the mediator, respectively. In no instance shall Concordia Plan Services’ attorneys’ fees, or its share of professional fees, be assessed against a Member, a Member’s dependent, or an Employer.
- e) The Board of Trustees will not amend this Subsection 16.11 without giving at least 30 (thirty) days’ notice to Members, and no amendment will apply to disputes of which the ARC is already aware at the date of giving such notice.
- f) For ministers, Member Congregations, Controlled Organizations, the Synod, persons involved in excommunication and congregants who hold positions with the Synod or a Controlled Organization, the synodical Dispute Resolution Section of the Handbook of the Synod in effect at the time the dispute is raised controls the applicable dispute resolution process, notwithstanding paragraphs a) through e) of this Subsection 16.11. If the process set forth in the Dispute Resolution Section of the Handbook fails to result

in a binding decision for any reason, or if the parties mutually agree, then the procedure set forth in this Subsection will provide the dispute resolution process.

16.12 Determination of Individual Rights under Funding Arrangements Other than the CRSP. All disputes arising out of or relating to assets invested in Funding Arrangements other than the CRSP and the rights and obligations under such Funding Arrangements shall be resolved in accordance with the terms of the Individual Agreements underlying such Funding Arrangements.

16.13 Power to Exclude Certain Employers and Workers. The Board of Trustees may exclude from the CRSP, other provisions contained herein to the contrary notwithstanding, an Employer or the Workers of any Employer who are foreign nationals or residents in a foreign country, if the inclusion of such Workers would affect the status of the Trust as an exempt Trust under Code section 501, or if the Board of Trustees determines that the CRSP would not operate in the best interests of such Workers, or if the inclusion of such Workers would present excessively complicated or difficult problems in the administration and operation of the Plan.

16.14 Cooperation from Participating Employers and Others. The Board of Trustees shall maintain or cause to be maintained suitable and adequate records of and for the administration of the CRSP and the Trust Fund. The Board of Trustees or Concordia Plan Services may require the Adopting Employers, any former Participating Employer, any Worker or former Worker, Provider, or Custodian to submit to it any information, data, report, or documents relevant and suitable for the purposes of such administration and may withhold any benefits payable until full compliance with the requests. The Adopting Employers agree that they will use their best efforts to secure compliance with any reasonable request of the Board of Trustees or Concordia Plan Services for any such information, data, report, or document.

16.15 Accounts and Reports. Concordia Plan Services shall maintain accounts showing the fiscal transactions of the CRSP and Trust Fund and shall keep in convenient form such data as may be necessary for actuarial valuations of the assets and liabilities of the CRSP.

16.16 Power to Create Special Rules for Certain Unique Classifications of Employees. The Board of Trustees may create special policies and/or procedures that regulate how the eligibility, enrollment, benefits, and other provisions of this Plan apply to employees in certain employment classifications, including, but not limited to, classifications of foreign missionaries and military chaplains. The intent of such policies and procedures is to provide some flexibility within the Plan provisions that recognizes that for employees in certain employment classifications, adjustments to eligibility rules or benefits may be needed. Any employment classification designated by the Board of Trustees for such a special policy or procedure must be established and administered on a reasonable, nondiscriminatory basis and otherwise be in accordance with the provisions of the Plan and its administrative rules. Each eligible Worker in a designated employment classification must be provided and offered coverage on the same terms and conditions as each other Worker in that employment classification. Such policies and procedures may be amended or terminated at any time by the Board.

## SECTION XVII

### THE TRUST AND THE TRUST FUND

The provisions of this SECTION XVII shall apply only with respect to assets held in the CRSP.

17.1 Contributions in Trust. All Contributions to the CRSP shall be committed in trust to the Board of Trustees and held as a Trust Fund for the benefit of Workers, former Workers, Beneficiaries, and Alternate Payees. No part of the corpus or income of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of such individuals; but this provision shall not prevent the payment of expenses from the Trust in accordance with the provisions of Subsection 16.9. No Worker, former Worker, Beneficiary, Alternate Payee, or any other person shall have any right to or interest in any portion of any funds which an Employer or Worker may contribute to the Trust Fund for the purpose of paying benefits or any right to or interest in any part of the earnings of the Trust Fund, or any right or interest in any part of the Trust Fund, except and as to the extent expressly provided for in the CRSP.

17.2 Investments. Except to the extent each Member is given the right to direct the investment of such Member's Account, the Board of Trustees shall invest and reinvest the principal and income of the Trust Fund in such investments as such Board shall determine from time to time; provided that no such investment shall be made if it would constitute a "prohibited transaction" as that term is defined in Code section 503. The Board of Trustees, in its discretion, may retain a reasonable portion of the Trust Fund in cash for the payment of expenses and the benefits under this Trust and while awaiting investment. Any cash so retained may be deposited in any bank without liability for interest thereon.

An investment agent may cause any part or all of the assets of the Trust Fund to be invested in any collective trust which is maintained by the investment agent as a medium for the collective investment of funds of pension, profit sharing or other employee benefit plans and any assets invested in such collective Trust Fund shall be held and invested pursuant to all the terms and conditions of the Trust Agreement or declaration of trust establishing such Trust, which are hereby incorporated by reference and shall prevail over any contrary provision herein contained.

17.3 Powers of the Board of Trustees. The Board of Trustees shall have the full power and authority to manage the investments of the Trust Fund and otherwise deal with the same, and shall have full power to do any and all things incident thereto. Without limiting the foregoing power, the Board of Trustees is authorized and empowered:

- a) to sell, assign, lease, exchange, convey, transfer, or otherwise dispose of, and also to grant options with respect to, any property at any time held as part of the Trust Fund, on such terms and conditions, for cash or on credit, or partly for cash and partly for credit, as to it may seem expedient;
- b) to compromise, compound, and settle any debt or obligation due to or from the Trust Fund and to reduce the rate of interest on, to extend, or otherwise modify or enforce, any such obligation;
- c) to vote to vote in person or by proxy (discretionary or otherwise), or to take any other action with respect to any securities at any time held by it hereunder; to enter into any voting trust and other similar arrangement in respect thereof; to deposit any and all thereof under any deposit, merger, consolidation, re-organization, or other similar agreement or with any committee, depository, or trustee; to accept and retain hereunder any new securities, cash, and/or other property issuable in exchange for or in respect of securities so deposited; to exercise or sell all rights of subscription or

other rights accruing on or in respect thereof; and generally to take any and all action in respect thereof which it might or could take as absolute owner thereof, and it shall have power to pay out of the Trust Fund any and all fees, assessments, and expenses incurred in connection therewith;

- d) to hold any investment in registered form in the name of the Trust Fund or in the name of one or more of its nominees; and to hold any securities in bearer form;
- e) to enforce any right, obligation, or claim in its absolute discretion and, in general, to protect in any way the investments of the Trust Fund, either before or after default, and where it shall consider such action for the best interests of the Trust Fund, in its absolute discretion, to abstain from the enforcement of any right, obligation, or claim or to abandon any property which at any time may be a part of the Trust Fund;
- f) to require information from Workers for the Plan Administrator to make determinations, in its absolute discretion, as to marital status; and
- g) to adopt such requirements, guidelines and procedures concerning domestic relations orders and the qualification thereof as the Board of Trustees deems appropriate in its absolute discretion and to authorize the Plan Administrator to determine whether those requirements, guidelines and procedures have been met.

Whenever in its judgment it believes such action to be advisable and in the best interest of Members and others who may be entitled to benefits under the CRSP, the Board of Trustees may appoint one or more investment agents (who or which must be either (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) a bank as defined in such Act, or (iii) an insurance company qualified under the laws of Missouri to manage, acquire, or dispose of assets of an employee benefit plan) selected by it, to manage the assets held by the Board of Trustees hereunder or some specified portion thereof, granting such investment agent(s), if the Board of Trustees believes it proper, the power to acquire or dispose of such assets in the sole discretion of the investment agent(s) without consultation with or the approval of the Board of Trustees, and any such appointment shall be for a term certain or until revoked by the Board of Trustees, as the Board of Trustees shall specify at the time of such appointment.

**17.4 Third Person's Duties.** No person dealing with the Board of Trustees, Provider, or investment agent shall be required to make inquiry as to the authority of the Board of Trustees, Provider, or the investment agent to do any action which the Board of Trustees, Provider, or an investment agent may purport to do hereunder, and any such person shall be entitled conclusively to assume that the Board of Trustees, Provider, or the investment agent is properly authorized to do any act which they purport to do hereunder. Any person dealing with the Board of Trustees, Provider, or an investment agent may conclusively assume that the Board of Trustees, Provider, or the investment agent has full power and authority to receive and receipt for any money or property due and payable to the Board of Trustees, Provider, or the investment agent, as the case may be, and no such person shall be bound to inquire or see to the disposition or application of any money or property paid to or delivered to the Board of Trustees, Provider, or the investment agent, or paid or delivered in accordance with the written directions of the Board of Trustees.

**17.5 Exculpation.** Neither the current and/or former members of the Board of Trustees nor Concordia Plan Services shall be liable for the adequacy of the Trust Fund to meet and discharge any and all payments and liabilities under the Plan, nor shall any of them be responsible for the performance, administration, and carrying out of the Plan by the Adopting Employers or any obligations or duties except as expressly stated in the CRSP or in any subsequent amendments thereto. The current and/or former members of the Board of Trustees and Concordia Plan Services shall use their

best judgment in selecting and monitoring investments for the CRSP, and shall take into account such factors as they deem relevant. The Board of Trustees shall not be required to invest in accordance with the Missouri Prudent Investor Act (MO Rev. Stat. Section 469.900 to 469.913) or any similar law.

In the event an Adopting Employer breaches or otherwise fails to adhere to the terms of the CRSP, such Employer shall indemnify and hold harmless the CRSP, the Synod, the Board of Directors, Concordia Plan Services, and the Board of Trustees for any and all costs, fees, expenses or damages of any nature incurred as a direct or indirect result of such breach or non-performance.

Neither the current and/or former members of the Board of Trustees nor Concordia Plan Services shall be liable for any mistake or loss, unless resulting from its own bad faith or reckless indifference; and neither the current and/or former members of the Board of Trustees nor Concordia Plan Services shall be liable for any loss sustained by the Trust Fund by reason of the purchase, retention, sale, or exchange of any investment in accordance with the provisions hereof or of an agreement between the Board of Trustees, Provider or Concordia Plan Services and an investment agent. The current and/or former members of the Board of Trustees and Concordia Plan Services shall be responsible only for their own acts and omissions and shall have no liability to any person or party whomsoever for the acts or omissions of others or of any investment agent appointed by them.

The Synod will indemnify any person who is made party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, because of membership on the Board of Trustees against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding, except as to any matter in which such person shall be finally adjudged in such action, suit, or proceeding (i) to be liable for misconduct in the performance of duties of such member or (ii) to have breached any fiduciary duty for which personal liability is imposed and for which indemnification is contrary to public policy as set forth in any applicable statute or judicial decision. This right shall extend to any action, suit, or proceeding which is settled or compromised prior to final judgment, and shall not be exclusive of any other rights to which such person may be entitled as a matter of law.

Indemnification (unless ordered by a court) shall be made only as authorized in a specific case upon a determination by the Synod that the indemnification is proper in the circumstances. Expenses incurred in defending an action, suit, or proceeding may be paid in advance of final disposition if the person agrees to repay the amount in question if it is ultimately determined that the person is not entitled to be indemnified as authorized by this Subsection.

Indemnification under this Subsection is not exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, or other action, and the right to be indemnified in appropriate circumstances shall continue for a person who has ceased to occupy a position for which indemnity is available and shall inure to the benefit of the heirs, executors, and administrators of such person.

The Board of Trustees may authorize the purchase and maintenance of insurance against any liability which might be asserted against any person entitled to be indemnified, and if insurance is in effect, payment of indemnity may be made by the insurer without any specific authorization by the Synod.

Except as may be required by law, no bond or other security shall be required of any member of the Board of Trustees for the faithful performance of the duties of such office.

## SECTION XVIII

### AMENDMENT OR TERMINATION

18.1 Amendments by Sponsor. The CRSP is adopted with the intention that it will be continued indefinitely for the benefit of present and future Workers of the Synod and the Adopting Employers; however, the right is reserved in the Board of Directors of the Synod (or its delegate) to amend, change, or modify the CRSP retroactively or prospectively, in whole or in part, from time to time, including changes in the benefits herein provided; provided, however, that no such amendment, change, or modification shall cause or permit any part of the corpus or income of the trust to be diverted to purposes other than for the exclusive benefit of Members, or cause or permit any portion of the assets of the Trust to revert to, or to become the property of, any Employer; provided, however, that any change, modification, or amendment may be made, without limitation, if required to obtain or to maintain IRS approval of the CRSP or to meet legal requirements for the CRSP or Trust under the relevant provisions of the Code, or other applicable laws. In the event the Synod shall terminate the CRSP pursuant to Subsection 18.2 or permanently discontinue contributions to the CRSP, the rights of the participating Workers in and to assets held in the CRSP shall be nonforfeitable.

18.2 Termination of the CRSP. The right is reserved in the Synod in convention to terminate the CRSP, or to authorize the Board of Directors of the Synod to terminate the CRSP. To the extent that an Adopting Employer utilizes Funding Arrangements in addition to the CRSP, a termination under this Subsection 18.2 shall not terminate such Adopting Employer's Plan with respect to such other Funding Arrangements.

18.3 Disposition upon Termination of the CRSP. Should the CRSP be terminated by the Synod in convention or by the Board of Directors of the Synod following appropriate action by the Synod in convention, such termination will become effective upon receipt by the Board of Trustees of written notice of such termination executed by the President and the Secretary of the Synod or on the date specified in any such written notice.

The Board of Trustees shall thereafter dispose of the Fund as follows:

- a) First, the value of the Trust Fund and the shares of all Members and Beneficiaries shall be determined as of the date of the CRSP termination.
- b) Second, distribution to Members and Beneficiaries shall be made at such time after determination of the respective Accounts of each such person, less any expenses due. Notwithstanding the foregoing, to the extent that an Adopting Employer utilizes Funding Arrangements in addition to the CRSP or maintains another 403(b) plan in addition to this Plan, the Board of Trustees will transfer the Accounts of the Plan's Members and Beneficiaries to the Funding Arrangement(s) or other 403(b) plan.
- c) Third, to extent that the Board of Trustees makes a distribution to Members and Beneficiaries as described Subsection b) above and does not transfer Accounts to another Funding Arrangement or other 403(b) plan, the Adopting Employer and any Related Employer on the date of termination shall not make contributions to an alternative section 403(b) contract that is not part of the Plan during the prior beginning on the date of Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted in the applicable Treasury Regulations.

18.4 Termination of Contributions. The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may discontinue contributions under the Plan at any time without any liability hereunder for such discontinuance.

18.5 Termination by Adopting Employer. The Adopting Employer reserves the right to terminate this Plan at any time. Upon termination, all nonvested amounts under the Plan will be fully vested, and subject to any restrictions contained in the terms governing the applicable Funding Arrangement and the provisions in Subsection 15.4, all Accounts will be maintained in the Plan until such time as the Member's Account is otherwise available for distribution or withdrawal under the terms hereof.



## SECTION XIX

### MISCELLANEOUS

19.1 No Contract Rights. The Plan shall not constitute a contract of any type between the Board of Trustees, Board of Directors, Employer, Plan Administrator, Synod, or any officer or employee thereof and any Member. Neither the establishment of the Plan, nor any modification thereof, nor its adoption by any Employer, shall be construed as conferring any legal or equitable rights upon any Member or other person for employment or continuation of employment. Under no circumstances shall the Plan interfere with any rights of an Employer to discharge any Worker or take any other action related to a Worker's employment.

19.2 Inalienability. No benefit hereunder shall be subject to any manner to anticipation, alienation, sale, transfer, assignment, pledge, attachment, garnishment, encumbrance, charge, or other alienation of any kind; nor any such interest or right to receive distributions be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person, including claims in bankruptcy. The Account of any Member, however, may be made subject to and payable in accordance with the applicable requirements of any Qualified Domestic Relations Order that has been determined by the Plan Administrator to be consistent and compliant with Code section 414(p) and the Qualified Domestic Relations Order guidelines adopted by the Plan Administrator. A payment from a Member's Account may be made to an Alternate Payee prior to the date the Member reaches earliest retirement age (as defined in Code section 414(p)(4)(B)) if such payments are made pursuant to a Qualified Domestic Relations Order.

Notwithstanding the foregoing, any overpayment or erroneous or improper payment of any benefit hereunder which is not refunded by the payee/recipient upon demand by Concordia Plan Services may be recovered by setoff against any amount at any time thereafter payable to such payee/recipient or his heirs, successors, or (in the case of the Concordia Health Plan) permitted assigns, from the CRSP or from the Concordia Retirement Plan, Concordia Disability and Survivor Plan, Concordia Health Plan, or Pension Plan for Pastors and Teachers. In aid of similar powers reserved by such other plans, any such overpayment or erroneous or improper payment by any of those plans may be recovered by setoff against any amount thereafter payable under the CRSP to the payee/recipient of such payment, or his heirs, permitted assigns, or successors. A setoff claimed against an amount payable under the CRSP shall be effected upon receipt of a written claim of setoff from a party authorized to act for the other plan, identifying the claimant plan and stating the party (or predecessor in interest) against whom such setoff should be charged, the basis therefor and the amount thereof. Such written claim shall constitute an assignment of the claim to the CRSP. The CRSP shall be fully protected and indemnified by the claimant plan from and against all liability for acting in accordance with such written notice. The amount setoff against a payment under the CRSP shall be promptly paid to the claimant plan.

19.3 Controlling Law. The Plan shall be construed, governed, and interpreted in accordance with the laws of the State of Missouri and applicable federal law.

19.4 Headings. Section captions and Subsection headings have been inserted for convenience of reference only, and such captions and headings shall not limit, control, or affect the interpretation of any provision of the Plan.

19.5 Marginal Notes, Cross References, or Index. In the publication of the Plan, marginal notes, an index, or bracketed cross-references may be inserted editorially for convenience of reference and the same shall not limit, control, or affect the interpretation of any provision of the Plan.

19.6 Publication of Explanatory Materials. From time to time Concordia Plan Services may cause to be issued to Workers, current or former Adopting Employers, and others, commentaries or other materials in connection with an explanation of the provisions of the Plan and its operation. None of such materials shall have the effect of modifying, changing, amending, or altering the provisions of the Plan as adopted and from time to time amended, which shall conclusively control the rights of all parties in interest.

19.7 Lost Payees. Each Member and other person entitled to receive payment of any benefit hereunder shall keep the Plan Administrator informed of such person's current address. If the Plan Administrator is unable to locate any person entitled to receive payment of any benefit hereunder within two (2) years after the same becomes payable, during which period the Plan Administrator shall have made a search for such person (in accordance with such reasonable procedures as may be established from time to time by the Plan Administrator in its discretion), the right and interest of such payee in and to the amount payable (and all amounts which may subsequently become payable) shall be forfeited; provided that if the whereabouts of the payee is subsequently established, together with the right of such person to receive benefits, the payee shall receive all amounts to which such payee is entitled hereunder. In all circumstances, the Plan Administrator shall never be required to expend in a search for a lost payee an amount greater than the amount payable hereunder, and all amounts so expended shall be charged against the amounts held for payment.

19.8 Notices. Any notice required or permitted to be given to a Member, Beneficiary, or Alternate Payee will be properly given if delivered by mail to the individual's last known post office address, sent to the individual's last known email address, posted on a website maintained by the CRSP from time to time or in such other manner as may be deemed sufficient by the Plan Administrator and consistent with then current business practices. Any notice to the Board of Trustees or the Plan Administrator shall be properly given or filed if delivered or mailed, postage prepaid, to the Board of Trustees or the Plan Administrator, as the case may be, at such address as may be specified from time to time by the Plan Administrator. Any notice required may be waived partially or in total by the person entitled thereto to the maximum extent permitted by law. A notice given in accordance with this Subsection shall be deemed to have been received by the intended recipient for all purposes of this Plan.

19.9 Effect of Mistake.

- a) In the event of any mistake or misstatement with respect to the eligibility or participation of a Member, Beneficiary, or Alternate Payee or the amount of any benefit payment made or to be made to a Member, Beneficiary, or Alternate Payee, the Plan Administrator shall, to the extent it deems appropriate, direct the Provider to make such adjustments as will in its judgment accord to such Member, Beneficiary, or Alternate Payee the benefits to which such person is entitled under the CRSP.
- b) If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one (1) year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Member or, to the extent required or permitted by the Plan Administrator, to the Adopting Employer.

19.10 Severability. In the event any provision of the Plan shall be held invalid or illegal for any reason, any illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if said illegal or invalid provision had never been inserted, and the Board of Trustees or its designee shall have the privilege and opportunity to correct and remedy such questions of illegality or invalidity by amendment as provided in the Plan.

19.11 CRSP Binding on Successors. The terms of the CRSP shall be binding upon all persons entitled to benefits, their respective heirs, next of kin, and legal representatives, and upon the Adopting Employers and their successors and assigns.

19.12 Incorporation by Reference. The terms of the Funding Arrangements and contracts between the Provider and other delegates and the Board of Trustees or its designee and/or the Members, the Adoption Agreement, or other similar agreement entered into with an Adopting Employer, and any instrument issued to a Member in accordance with the provisions of SECTION X are a part of the Plan as if fully set forth herein and the provisions of each are incorporated by reference into the Plan. In cases where there is any inconsistency or ambiguity between the terms of the Plan and the terms of such instruments, the terms of the Plan, control.

19.13 Member's Responsibility. The Member is responsible for the accurate, thorough, and timely submission of information to the Plan.

19.14 IRS Levy. The Plan Administrator may pay from a Member's or Beneficiary's Accumulated Benefit the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Member or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Member or Beneficiary.

19.15 Doctrine. As a church plan established by the Synod, the CRSP will be administered and benefits provided in accordance with the doctrine, beliefs and theological statements, opinions and resolutions of the Synod.

## SECTION XX

### PLAN AMENDED AND RESTATED AS OF DECEMBER 1, 2020

20.1 Restated Plan. The CRSP as herein contained is the Concordia Retirement Savings Plan, as amended in part and restated in its entirety to conform to Treasury Regulations under Code section 403. This amended and restated plan was approved by resolutions adopted by the Board of Directors of the Synod or its designee by appropriate action duly taken, and is effective as of December 1, 2020.

20.2 Effect of Restatement. Except as otherwise provided, the provisions of the CRSP as amended and restated effective as of December 1, 2020, shall be applicable only with respect to Members who are eligible to participate as of such date.

**Questions?**

**CALL 888-927-7526** **EMAIL [info@ConcordiaPlans.org](mailto:info@ConcordiaPlans.org)**  
7 a.m.-6 p.m. CT, Monday-Friday

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