

**UNITARIAN UNIVERSALIST ORGANIZATIONS RETIREMENT PLAN**

As Amended and Restated Effective January 1, 2025

C E R T I F I C A T E

The Unitarian Universalist Association, acting through its duly authorized member of the Board of Trustees, hereby adopts this amendment and restatement of the Unitarian Universalist Organizations Retirement Plan in the form attached hereto.

Dated this 12th day of August, 2024.

UNITARIAN UNIVERSALIST  
ASSOCIATION

Carey McDonald, Executive Vice President  
on behalf of the Unitarian Universalist  
Association Board of Trustees

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# **UNITARIAN UNIVERSALIST ORGANIZATIONS RETIREMENT PLAN**

## **SECTION 1**

### **INTRODUCTION**

#### **1.1 Background, Purpose of Plan, and Applicable Requirements**

The UUA maintains the Plan to enable Employees of congregations, regions, the national association and other Unitarian Universalist organizations to accumulate funds for their retirement. The Plan is a non-electing church plan as described in Code Section 414(e) and ERISA Section 3(33) maintained by an association of churches exempt from tax under Code Section 501 to provide benefits in a manner consistent with Code Section 401(a). The Plan is a multiple employer Plan as described in Code Section 413(c), provided that provisions in Code Section 413(c) that are not applicable to church plans shall not be applicable to the Plan. A Unitarian Universalist organization that completes a Participation Agreement with the consent of the UUA becomes an Employer under the Plan. The Plan was originally established effective as of July 1, 1964. The Plan was amended and restated in its entirety several times, most recently, effective as of January 1, 2014. The Plan as reflected herein is an amendment, restatement and continuation of the Plan, effective January 1, 2025.

Defined terms used in this Section are defined in SECTION 2 and in other Sections of the Plan.

#### **1.2 Effective Date and Plan Year**

Except as otherwise required to comply with applicable law or as specifically provided herein, this amendment and restatement is effective January 1, 2025. The effective date of this amendment and restatement of the Plan with respect to each Employer that was a participating employer under the January 1, 2014 amendment and restatement of the Plan shall be the later of January 1, 2025 or the date the Employer completes a Participation Agreement that adopts this amended and restated Plan with the consent of the UUA (but no later than the date established by the Committee). The Plan is administered on the basis of a Plan Year.

#### **1.3 Trustee and Trust**

Amounts contributed under the Plan are held and invested, until distributed, by the Trustee. The Trustee acts in accordance with the terms of the Trust Agreement and Trust, which implement and form a part of the Plan. The provisions of and benefits under the Plan are subject to the terms and provisions of the Trust Agreement and Trust. In accordance with Code Section 401(f), all references to Trust herein shall refer to a custodial account that would, except for the fact that it is not a trust, constitute a qualified trust under Code Section 401(a), and all references to Trustee herein shall refer to the custodian of such account.

#### **1.4 Plan Administration**

The Committee shall be the “plan administrator” of the Plan and shall be responsible for the administration of the Plan except where another entity has been assigned a specific

responsibility in the Plan; provided, however, that the Committee may delegate all or any part of its powers, rights, and duties under the Plan to such individuals, committees, or entities as it may deem advisable, in which case any reference in this Plan to the Committee shall be deemed to mean or include such individuals, committees or entities as to matters within their delegated authority (without the necessity of specifically referring to the Committee's delegate or designee). Any notice or document relating to the Plan which is to be filed with the plan administrator may be delivered, or mailed by registered or certified mail, postage pre-paid, to: Retirement Plan Committee, c/o the Unitarian Universalist Association, 24 Farnsworth Street, Boston, MA 02210-1409.



## SECTION 2

### DEFINITIONS

The following words and phrases used in the Plan have the respective meanings stated below unless a different meaning is plainly required by the context:

#### **2.1 Account(s)**

“Account(s)” means all accounts and subaccounts maintained for a Participant, Alternate Payee or a Beneficiary under Section 7.2.

#### **2.2 Alternate Payee**

“Alternate Payee” means any Spouse, former Spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all or a portion of a Participant’s benefits payable under the Plan.

#### **2.3 Annual Addition**

Subject to Section 8.1, “Annual Addition” for any Limitation Year means the sum of the Elective Deferrals (other than Catch-Up Contributions), Matching Contributions, and Retirement Contributions, as applicable, credited to a Participant’s Account for that Limitation Year. If and to the extent any forfeitures are allocated to a Participant’s Account, such forfeitures will also be treated as Annual Additions.

#### **2.4 Approved Form of Election**

“Approved Form of Election” means a request or an election made through the voice response system, Internet, intranet or other electronic media, or on a written election form, approved by the Committee and filed with or submitted to the applicable recipient as required by the Committee. Notwithstanding the foregoing, no request or election shall be deemed to have been made until all required documentation, information, signatures, consents, notarizations and attestations required for such request or election are provided to the Committee.

#### **2.5 Beneficiary**

“Beneficiary” means the person or persons designated by a Participant, Beneficiary or Alternate Payee to receive any benefits under the Plan which may be due upon the Participant’s, Beneficiary’s or Alternate Payee’s death.

#### **2.6 Board of Trustees**

“Board of Trustees” means the Board of Trustees of the UUA.

#### **2.7 Business Day**

“Business Day” means any day on which, with respect to an Investment Fund, the applicable market is open and on which trading occurs.

## **2.8 Catch-Up Contributions**

“Catch-Up Contributions” means Elective Deferrals that exceed an applicable Plan Limit for purposes of Code Section 414(v), as described in Section 8.2(b).

## **2.9 Close of Business**

“Close of Business” means the normal closing time, with respect to an Investment Fund, the applicable market, or such other time as is designated by the Committee.

## **2.10 Code**

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

## **2.11 Code Section 415 Compensation**

“Code Section 415 Compensation” for a Limitation Year means, except as provided below, a Participant’s wages (from an Employer) within the meaning of Code Section 3401(a) (including any differential wage payments as defined in Code Section 3401(h)(2)) and all other payments of compensation to a Participant by an Employer (in the course of the Employer’s trade or business) for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3), and 6052, to the extent that such amounts are actually paid or made available during such Limitation Year. Code Section 415 Compensation shall be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed, to the extent such amounts are actually paid or made available during such Limitation Year; provided, however, that Code Section 415 Compensation shall include any amounts that would be included in wages but for an election under Code Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b). Code Section 415 Compensation shall be determined without regard to any designated Roth matching contributions and designated Roth nonelective contributions made to this Plan, if and to the extent that such contributions are permitted under the Plan.

Code Section 415 Compensation shall exclude amounts paid after a Participant’s Severance from Employment, except for the following amounts that are paid by the later of 2-½ months after the Participant’s Severance from Employment or the end of the Limitation Year that includes the date of the Participant’s Severance from Employment:

- (a) payment of regular compensation for services during the Participant’s regular working hours, or compensation for services outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a Severance from Employment, the payments would have been paid to the Participant while the Participant continued in employment with the Employer; and
- (b) payment for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued.

Code Section 415 Compensation shall not include amounts in excess of the limitation under Code Section 401(a)(17) in effect for the Limitation Year.

For any self-employed individual, Code Section 415 Compensation shall mean earned income. Code Section 415 Compensation or earned income includes difficulty of care payments under Code Section 131(c)(1)(A) that are otherwise excludable from income.

This definition of Code Section 415 Compensation is intended to be a safe harbor definition under Treasury Regulation Section 1.415(c)-2(d)(4).

## **2.12 Committee**

“Committee” means the Retirement Plan Committee appointed by the Board of Trustees.

## **2.13 Compensation**

“Compensation” means, subject to the remaining provisions of this Section 2.13, total remuneration paid by an Employer for the Employee’s services and reported on Form W-2 before deduction for elective contributions subject to Code Sections 401(k), 403(b), 125 (including “deemed 125 compensation” as defined in Revenue Ruling 2002-27), 132(f)(4) or 402(h)(1)(B)).

Compensation includes amounts received as a “housing or parsonage allowance” which qualify for exclusion from gross income under Code Section 107. In the case of a Participant who is a minister and who is provided with the free use of a parsonage, housing or parsonage allowance will be deemed to be the fair rental value of the parsonage as determined by the Employer for purposes of determining Plan contributions.

Compensation excludes:

- (a) any severance pay whether paid before or after termination of employment,
- (b) additional benefits not paid in cash (other than amounts related to parsonage as described above),
- (c) amounts paid after a Participant’s Severance from Employment, except for the following amounts that are paid by the later of 2-½ months after the Participant’s Severance from Employment or the end of the Plan Year that includes the date of the Participant’s Severance from Employment:
  - (1) payment of regular compensation for services during the Participant’s regular working hours, or compensation for services outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a Severance from Employment, the payments would have been paid to the Participant while the Participant continued in employment with the Employer; and
  - (2) payment for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued;

- (d) amounts paid to compensate ministers for amounts owed under the Self-Employment Contributions Act,
- (e) the value of any Employer-paid insurance premiums imputed as taxable income to the Employee,
- (f) amounts paid to compensate the Employee for federal and state income taxes owed on Employer-provided benefits for a partner or same-sex Spouse;
- (g) reimbursements for moving expenses (taxable or non-taxable);
- (h) reimbursements for travel expenses (taxable or non-taxable); and
- (i) health insurance stipends.

Notwithstanding the foregoing, Compensation of an ordained, commissioned or licensed Unitarian Universalist minister who is self-employed as defined in Code Section 401(c)(1) means net earnings from self-employment related to the Unitarian Universalist ministry. Net earnings shall be determined without regard to items not included in gross income and the deductions allocable to such items.

For any Plan Year, the annual Compensation of each Participant taken into account in allocating Retirement Contributions and Matching Contributions shall not exceed \$345,000 , as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B) for periods after January 1, 2024. Notwithstanding the foregoing, a Participant may make Elective Deferrals with respect to Compensation which exceeds the Plan Year compensation limitation, provided such Elective Deferrals otherwise satisfy the limit described in Section 8.2 and other applicable Plan limitations.

Compensation shall include only that compensation which is actually paid to the Employee during the applicable Plan Year and, with respect to any contribution for which the Employee is not eligible for the entire Plan Year, that portion of the Plan Year during which such Employee is eligible to receive such contribution.

## **2.14 Disability**

“Disability” means, except to the extent a more restrictive definition is expressly required under the Code or applicable guidance (in which case the more restrictive definition will apply), any physical or mental disability of a nature that would entitle the Participant to benefits of the long-term disability income plan applicable to Employees of the Employer or to disability retirement benefits under the Social Security Act.

## **2.15 Elective Deferrals**

“Elective Deferrals” mean the compensation deferrals pursuant to Code Section 401(k) a Participant elects to make pursuant to Section 4.1. The term “Elective Deferral” includes Pre-Tax Contributions and Roth Contributions. Notwithstanding the foregoing, for purposes of implementing the required limitations of Code Sections 401(k), 402(g), and 415 contained in

Sections 8.1, 8.2 and 8.6, respectively, Elective Deferrals shall not include Catch-Up Contributions or deferrals made pursuant to Code Section 414(u) by reason of an eligible Employee's qualified military service. Elective Deferrals shall not include any deferrals properly distributed as excess annual additions.

## **2.16 Employee**

“Employee” means any person who is: (i) employed by an Employer as a minister or staff member, (ii) ordained, commissioned or licensed as a Unitarian Universalist minister and employed as a community minister by an employer who is not a UUA-affiliated employer within the meaning of Code Section 414(e)(3), or (iii) ordained, commissioned or licensed as a Unitarian Universalist minister who is a community minister and who is self-employed as defined in Code Section 401(c)(1), and treated as an Employer under this Plan. An Employer's classification as to whether an individual constitutes an Employee shall be determinative for purposes of an individual's eligibility under the Plan. An individual who is classified as an independent contractor or Leased Employee (or other non-employee classification) shall not be considered an Employee and shall not be eligible to participate in the Plan, regardless of any subsequent reclassification of such individual as an employee of an Employer by an Employer, any government agency, court, or other third-party. Any such reclassification shall not have a retroactive effect for purposes of the Plan. An Employee shall be eligible to participate in the Plan pursuant to SECTION 3.

## **2.17 Employer**

“Employer” means (i) the UUA, (ii) each employer that adopts this Plan by completing a Participation Agreement with the consent of the Committee, (iii) each self-employed Unitarian Universalist ordained, commissioned or licensed minister who is a community minister that adopts this Plan by completing a Participation Agreement with the consent of the Committee, and (iv) the employer of a Unitarian Universalist ordained, commissioned or licensed minister who (a) is employed as a community minister by an employer who is not a UUA-affiliated employer within the meaning of Code Section 414(e)(3), and (b) adopts this Plan by completing a Participation Agreement with the consent of the Committee, but only with respect to participation in this Plan by such minister. An Employer must be a United States-based organization or individual, as determined by the Committee.

## **2.18 Employment or Reemployment Date**

“Employment or Reemployment Date” means the first day an Employee performs an Hour of Service.

## **2.19 ERISA**

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

## **2.20 Fiscal Year**

“Fiscal Year” means the 12-month period established by the Employer for accounting and budgeting purposes.

## **2.21 Highly Compensated Employee**

“Highly Compensated Employee” means a highly compensated employee as defined in Code Section 414(q) and the Treasury Regulations thereunder. Generally, a Highly Compensated Employee shall be any present or former employee of an Employer who received Code Section 415 Compensation from an Employer for the immediately preceding Plan Year in excess of \$155,000 (or such greater amount as may be determined by the Commissioner of Internal Revenue) and was in the top-paid 20% of employees for such year. A former employee shall be treated as a Highly Compensated Employee if such employee was a Highly Compensated Employee when such employee incurred a Severance from Employment or if such employee was a Highly Compensated Employee at any time after attaining age 55.

## **2.22 Hour of Service**

“Hour of Service” means:

- (a) Each hour for which an Employee is paid or entitled to payment for the performance of duties for an Employer. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed;
- (a) Each hour for which an Employee is paid or entitled to payment by an Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service shall be credited under this Paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this Paragraph shall be calculated and credited pursuant to Department of Labor Regulation Section 2530.200b-2, which is incorporated by reference solely for purposes of providing a method for calculating Hours of Service; this reference shall not be construed to indicate that the Plan is not a church plan; and
- (b) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. The same Hours of Service shall not be credited under Paragraph (a) or Paragraph (b) and under this Paragraph (c). These hours shall be credited to the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

An Employee who is absent from work for Parental Leave shall receive credit for the Hours of Service which would otherwise have been credited to them but for their Parental Leave. In any case in which such Hours of Service cannot be determined, the Employee shall receive credit for eight Hours of Service for each day of Parental Leave.

Notwithstanding any provision of the Plan to the contrary, an Hour of Service shall include each hour under Paragraphs (a) through (c) above to which an Employee is entitled for both concurrent and consecutive employment with two or more Employers.

### **2.23 In-Plan Roth Rollover Contributions**

“In-Plan Roth Rollover Contributions” shall mean those contributions made to the Plan pursuant to an In-Plan Roth Rollover in accordance with the provisions of Section 9.4(a)(1).

### **2.24 In-Plan Roth Transfer Contributions**

“In-Plan Roth Transfer Contributions” shall mean those contributions made to the Plan pursuant to an In-Plan Roth Transfer in accordance with the provisions of Section 9.4(a)(2).

### **2.25 Investment Fund(s)**

“Investment Fund(s)” means the funds described in Section 6.1 held under the Trust Fund.

### **2.26 Leased Employee**

“Leased Employee” means any individual who is not an employee of an Employer, but who has provided services to an Employer under the primary direction or control of the Employer on a substantially full-time basis for a period of at least one year, pursuant to an agreement between the Employer and a leasing organization. A Leased Employee shall be deemed an Employee for purposes of crediting Years of Eligibility Service, but shall not be eligible for benefits under the Plan unless they otherwise satisfy the criteria for eligibility under the Plan as an Employee.

### **2.27 Limitation Year**

“Limitation Year” means the Plan Year.

### **2.28 Matching Contributions**

“Matching Contributions” mean any contributions made by an Employer as provided for in Section 5.2 that matches Elective Deferrals up to a specified percentage elected by each Employer in its Participation Agreement. Notwithstanding the foregoing, for purposes of implementing the required limitations of Code Sections 401(m) and 415 contained in Sections 8.7 and 8.1, respectively, Matching Contributions shall not include contributions made pursuant to Code Section 414(u) by reason of an eligible Employee’s qualified military service.

### **2.29 Non-Highly Compensated Employee**

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

### **2.30 Parental Leave**

“Parental Leave” means an absence: (i) by reason of the pregnancy of the individual; (ii) by reason of a birth of a child of the individual; (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual or for purposes of caring for such child for a period beginning immediately following such birth or placement.

### **2.31 Participant**

“Participant” means an Employee or former Employee who has met the requirements of participation in the Plan for at least one type of contribution as provided in SECTION 3.

### **2.32 Participation Agreement**

“Participation Agreement” means the agreement each Employer completes with the consent of the UUA to adopt the Plan for the benefit of such Employer’s eligible Employees.

### **2.33 Plan**

“Plan” means this Unitarian Universalist Organizations Retirement Plan.

### **2.34 Plan Year**

“Plan Year” means the calendar year.

### **2.35 Pre-Tax Contributions**

“Pre-tax Contributions” means the Elective Deferrals a Participant elects to make pursuant to Section 4.1 that are treated by the Employer as not includible in the Participant’s income (for federal income tax purposes) at the time the Participant would have received that amount in cash if the Participant had not elected to make such Pre-Tax Contributions.

### **2.36 Qualified Domestic Relations Order**

“Qualified Domestic Relations Order” means any domestic relations order (as defined in Code Section 414(p)) that creates, recognizes or assigns to an Alternate Payee the right to receive all or a portion of a Participant’s benefits payable hereunder and that meets the requirements of Code Section 414(p), as determined by the Committee.

### **2.37 Qualified Nonelective Contribution**

"Qualified Nonelective Contributions" means contributions (other than Matching Contributions or qualified matching contributions) made by the Employer and allocated to Participants' accounts that the Participants may not elect to receive in cash until distributed from the Plan; that are nonforfeitable when allocated to Participants' accounts in the Plan; and that are distributable only in accordance with the distribution provisions applicable to Elective Deferrals.

### **2.38 Related Employer**

“Related Employer” means, with respect to an Employer:

- (a) Any corporation that, together with such Employer, is a member of a “controlled group” of corporations (as defined in Code Section 414(b));
- (b) Any organization that is aggregated with such Employer and treated as a single employer with such Employer pursuant to Code Section 414(c)(2); and



- (c) Any organization required to be aggregated with such Employer pursuant to regulations under Code Section 414(o).

### **2.39 Retirement Contributions**

“Retirement Contributions” mean any contributions made by an Employer as provided for in Section 5.1 up to a specified percentage elected by each Employer in its Participation Agreement.

### **2.40 Rollover Contributions**

“Rollover Contributions” mean amounts attributable to part or all of a Rollover Contribution to this Plan pursuant to Section 4.4.

### **2.41 Roth Contributions**

“Roth Contributions” means the Elective Deferrals a Participant elects to make pursuant to Section 4.1 that are treated by the Employer as includible in the Participant’s income (for federal income tax purposes) at the time the Participant would have received that amount in cash if the Participant had not elected to make such Roth Contributions.

All Plan provisions regarding the availability of Roth Contributions are effective as of January 1, 2026. Roth Contributions are not available prior to January 1, 2026.

### **2.42 Roth Rollover Contributions**

“Roth Rollover Contributions” mean amounts attributable to part or all of a Roth Rollover Contribution to this Plan pursuant to Section 4.4.

### **2.43 Severance from Employment**

“Severance from Employment” means the earlier of the following dates:

- (a) The date on which a Participant terminates employment with all Employers (and all Related Employers), is discharged, retires or dies; or
- (b) The first anniversary of the first day of a period in which an Employee remains absent from service (with or without pay) with all Employers for any reason other than one listed in Paragraph (a) above.

For purposes of this Plan, an Employee who is absent from service for twelve consecutive months due to illness, injury, or Disability shall be deemed to have had a Severance from Employment. A Participant who is performing qualified military service (as defined in Code Section 414(u)(5)) shall not incur a Severance from Employment until the time at which a Participant’s reemployment rights as a member of the armed forces cease to be protected by law. An Employee shall not incur a Severance from Employment due to a Parental Leave until the second anniversary of the first date of such absence. A transfer from employment with one

Employer to another Employer or a change in status from Employee to Leased Employee does not constitute a Severance from Employment for purposes of SECTION 9.

#### **2.44 Spouse**

“Spouse” means an individual to whom the Participant is legally married and from whom the Participant is not legally divorced as determined at the earlier of the date of the Participant’s death or the date payment of the Participant’s benefits commenced (or such other date for which a determination of Spouse status is required).

#### **2.45 Testing Compensation**

“Testing Compensation” means any definition of compensation allowable under Code Section 414(s) or applicable guidance or regulations issued thereunder. The Committee may determine on an annual basis (and within its discretion) the components of Testing Compensation. In determining whether a definition of Testing Compensation satisfies a nondiscriminatory definition of compensation under Code Section 414(s), the Plan may use any allowable exclusion under Treasury Regulation Section 1.414(s)-1. In addition, a definition of Testing Compensation will satisfy a nondiscriminatory definition of compensation under Code Section 414(s) if the definition of compensation qualifies as a reasonable definition of compensation as set forth in Treasury Regulation Section 1.414(s)-1(d) and satisfies the additional nondiscrimination testing required under Treasury Regulation Section 1.414(s)-1(d)(3). In determining Testing Compensation, the Plan may take into consideration only the compensation received while the Employee is a Participant under the component of the Plan being tested. Testing Compensation for any Participant shall not exceed \$345,000, as adjusted cost of living increases in accordance with Code Section 401(a)(17)(B) for periods after January 1, 2024.

#### **2.46 Trust**

“Trust” means the trust agreement between the UUA and the Trustee, as it may be amended from time to time, and the trust created thereby.

#### **2.47 Trust Fund**

“Trust Fund” means all property held or acquired by the Trustee in accordance with the Plan and the Trust.

#### **2.48 Trustee**

“Trustee” means the person or entity appointed to act as Trustee under the Trust, including any successor Trustee.

#### **2.49 UUA**

“UUA” means the Unitarian Universalist Association, a Massachusetts charitable organization with its principal place of business in Boston, Massachusetts.

## **2.50 Year of Eligibility Service**

“Year of Eligibility Service” means any consecutive 12-month period of employment during which an Employee completes 1,000 or more Hours of Service. The first consecutive 12-month period to be taken into account for this purpose will be the consecutive 12-month period commencing with the Employee’s Employment or Reemployment Date. The second consecutive 12-month period to be taken into account for this purpose will be the Plan Year which includes the first anniversary of the Employee’s Employment or Reemployment Date. All subsequent 12-month periods to be taken into account for this purpose will correspond with Plan Years. An Employee does not complete a Year of Eligibility Service before the end of the 12-consecutive month period regardless of when during such period the Employee completes the required number of Hours of Service. Notwithstanding the foregoing, an Employee who is either (i) recognized by the Ministerial Fellowship Committee as attaining Preliminary Fellowship status, (ii) recognized by the Religious Education Credentialing Committee (RECC) as a Credentialed Religious Educator, or (iii) recognized by the Music Leadership Certification Committee (MLCC) as a Certified Music Leader shall be deemed to have completed a Year of Eligibility Service.

Sections 3.4 and 3.5 address crediting of service with respect to reemployment and transfers of employment.

## SECTION 3

### ELIGIBILITY AND PARTICIPATION

#### **3.1 Participation Prior to Effective Date**

Each Employee who was a Participant in the Plan immediately prior to January 1, 2025 shall continue to as a Participant on and after such date, subject to Section 3.4.

#### **3.2 Eligibility for Participant Contributions**

- (a) Each Employee who was not a Participant in the Plan immediately prior to January 1, 2025 shall become a Participant for purposes of making Elective Deferrals and Rollover Contributions on the first day of the month on or after the latest of (i) their Employment or Reemployment Date, (ii) the date they attain age 18, or (iii) the effective date of the Participation Agreement entered into by their Employer.
- (b) Because the Plan does not impose a service requirement for eligibility to make Elective Deferrals and the minimum age requirement to make Elective Deferrals is age 18, the long-term part-time employee requirements described in Code Section 401(k)(2)(D)(ii) and Code Section 401(k)(15) are not operative with respect to the Plan.

#### **3.3 Eligibility for Retirement Contributions and Matching Contributions**

Each Employee who was not a Participant in the Plan immediately prior to January 1, 2025 shall become a Participant for purposes of receiving Retirement and Matching Contributions (if applicable) on the first day of the month on or after the latest of (i) the date they complete one Year of Eligibility Service, (ii) the date they attain age 18, or (iii) the effective date of the Participation Agreement entered into by their Employer, regardless of whether the Participant has elected to make Elective Deferrals.

A Participant who is a minister not fellowshiped with the UUA or who is a minister dually-affiliated with another denomination shall not be eligible to receive Retirement or Matching Contributions under the Plan if receiving employer contributions under a retirement plan sponsored by another denomination in which the Participant is eligible to participate. Such employer contributions under the other denominational retirement plan shall be the same percentage elected by the Participant's Employer in its Participation Agreement for all eligible Employees of the Employer under this Plan.

Sections 3.4 and 3.5 address crediting of service with respect to reemployment and transfers of employment.

#### **3.4 Period of Participation**

An Employee who becomes a Participant shall continue as a Participant until the later to occur of the date of the Participant's Severance from Employment or the date on which all the Participant's Accounts have been distributed. For all purposes of the Plan: (i) a period of leave

of absence shall not interrupt continuity of participation; (ii) a determination that a Participant has a Disability shall not interrupt continuity of participation; and (iii) the transfer of employment from an Employer to another Employer shall not interrupt continuity of participation (for this purpose, if an Employee who has not yet satisfied the Year of Eligibility Service transfers from an Employer to another Employer, service with the first Employer will continue to be credited to such Employee unless the Employee has a calendar month in which the Employee has no Hours of Service for either Employer). If a Participant incurs a Severance from Employment, they shall be ineligible to make or receive Plan contributions.

### **3.5 Reemployment**

If a Participant incurs a Severance from Employment and is subsequently reemployed by an Employer (whether the prior Employer or another Employer) or is employed by an Employer that newly participates in this Plan, their Years of Eligibility Service shall be reinstated and taken into account for purposes of determining that Participant's eligibility to receive Retirement Contributions and, if applicable for the Employer, Matching Contributions.

## SECTION 4

### PARTICIPANT CONTRIBUTIONS

#### 4.1 Elective Deferrals

A Participant may elect on an Approved Form of Election to reduce their Compensation by any whole percentage or whole dollar amount for any pay period for which their election is in effect, and to have the amounts by which their Compensation is so reduced contributed on their behalf by their Employer as Pre-Tax Contributions and/or, effective as of January 1, 2026, Roth Contributions under the Plan (provided, however, that a Participant's Pre-Tax Contribution and/or Roth Contribution election shall not prevent the payment of applicable employment taxes or the payment of applicable welfare benefit plan contributions). For this purpose, Compensation shall only include Compensation paid during the period that the Participant's election to make Elective Deferrals is in effect. All elections with respect to Pre-Tax Contributions and Roth Contributions shall be made in accordance with the terms of the Plan and any administrative procedures established by the Committee.

All Plan provisions regarding the availability of Roth Contributions are effective as of January 1, 2026. Roth Contributions are not available prior to January 1, 2026.

- (a) Amounts that are contributed as Pre-Tax Contributions must be designated as Pre-Tax Contributions and shall be treated by the Employer as not includible in the Participant's income (for federal income tax purposes) at the time the Participant would have received that amount in cash if the Participant had not elected to make such Pre-Tax Contributions. The Pre-Tax Contributions made on behalf of a Participant shall be credited and allocated to their Pre-Tax Contribution Account.
- (b) Amounts that are contributed as Roth Contributions must be designated irrevocably as Roth Contributions and shall be treated by the Employer as includible in the Participant's income (for federal income tax purposes) at the time the Participant would have received that amount in cash if the Participant had not elected to make such Roth Contributions. Roth Contributions shall be subject to the requirements of Code Section 402A. The Roth Contributions made on behalf of a Participant shall be credited and allocated to their Roth Contributions Account. The Plan will maintain a record of the amount of Roth Contributions in each Participant's Account. Gains, losses and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Contribution Account and the Participant's other accounts under the Plan. No contributions other than Roth Contributions and properly attributable earnings will be credited to each Participant's Roth Contributions Account.

## **4.2 Rules Applicable to Participant Contributions**

An Employer may limit the maximum contribution percentage of Elective Deferrals, provided such policy does not impermissibly discriminate against Employees who are not Highly Compensated Employees. Each Participant may elect to change, discontinue or resume Elective Deferrals at any time by an Approved Form of Election. Any Approved Form of Election shall be effective on the first day of the first payroll period for which the Employer can process such election. The Committee may establish additional rules regarding the timing and frequency of a change in the amount of Elective Deferrals, provided such policy is applied uniformly to all similarly situated Participants.

An election to make Elective Deferrals may only be made with respect to an amount that is not currently available to the Employee on the date of the election. Except for bona fide administrative considerations described in Treasury Regulation Section 1.401(k)-1(a)(3)(iii)(C)(2), contributions made pursuant to an election may not be made before the Employee's performance of services with respect to which the contribution is made (or when the Compensation would be currently available to the Employee in the absence of an election to defer, if earlier). With respect to self-employed individuals, the foregoing requirements will be subject to the provisions of Treasury Regulation Section 1.401(k)-1(a)(6).

## **4.3 Timing of Participant Contributions**

Each Employer shall make a contribution to the Plan equal to the amount of Elective Deferrals made by each Participant employed by that Employer. Such contributions shall be paid to the Trustee as soon as practicable following the reduction in Participants' Compensation, but in no event more than 15 business days after the end of the month in which the reduction in Compensation is made.

## **4.4 Rollover Contributions**

In accordance with such rules as the Committee may establish from time to time, the Plan shall accept Rollover Contributions and Roth Rollover Contributions of an eligible rollover distribution on behalf of an Employee who is eligible to make Elective Deferrals. A Rollover Contribution or Roth Rollover Contribution, as applicable, may be made from:

- (a) A tax-qualified plan described in Code Sections 401(a) or 403(a), including distributions from designated Roth accounts but excluding after-tax employee contributions;
- (b) An annuity contract described in Code Section 403(b), including distributions from designated Roth accounts but excluding after-tax employee contributions;
- (c) 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, including distributions from designated Roth accounts; and

- (d) An individual retirement account or annuity described in Code Sections 408(a) or (b) that is eligible to be rolled over to a plan qualified under Code Section 401(a) and that would otherwise be includible in gross income.

An eligible Employee may make a Rollover Contribution provided that such distribution is received by the Trustee within 60 days after the Employee's receipt of such payment (or as otherwise permitted under applicable law), or such amount is directly transferred to the Trust Fund from such other above plan.

The Plan will accept a Roth Rollover Contribution only if it is a direct rollover from another designated Roth 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 in Code Section 402(c). A Roth Rollover Contribution will only be accepted if the Committee obtains information regarding the Participant's tax basis under Code Section 72 in the amount rolled over.

The Plan shall separately account for Rollover Contributions and Roth Rollover Contributions.

The Employee must furnish the Committee an Approved Form of Election, including a written statement that the contribution is a Rollover Contribution or Roth Rollover Contribution and such other statements and information as may be required by the Committee in order to establish that such Rollover Contribution or Roth Rollover Contribution otherwise meets the requirements of law. If the Committee learns that all or part of a Rollover Contribution or Roth Rollover Contribution did not meet the requirements of the Code and the Treasury Regulations and rulings thereunder, the Committee shall direct the Trustee to distribute to the Participant the ineligible portion of the Rollover Contribution or Roth Rollover Contribution (and earnings thereon) that was credited to the Participant's Account.

#### **4.5 Qualified Military Service**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u) and the Heroes Earnings Assistance Relief Tax Act of 2008. In the case of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)), the survivor(s) of the Participant shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

#### **4.6 Eligible Automatic Contribution Arrangement**

This provisions of this Section 4.6 and the option to elect an Eligible Automatic Contribution Arrangement (an "EACA") are limited to Employers who have 100 or more Employees as of the first day of the applicable Plan Year. If an Employer who has elected an EACA ceases to have 100 or more Employees as of the first day of the next following Plan Year, the Employer's EACA election will automatically cease as of the first day of such Plan Year.



(a) Rules of Application.

- (1) If the Employer has elected the EACA option in the Participation Agreement (or in such other supplement or document as required by the Committee), the provisions of this Section 4.6 shall apply for the Plan Year and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section 4.6, the provisions of this Section shall govern.
- (2) Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals.
- (3) A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 4.6(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 Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election to have no Elective Deferrals made or to have a different amount of Elective Deferrals made.

(b) Definitions

- (1) An "EACA" is an Automatic Contribution Arrangement that satisfies the uniformity requirement in Section 4.6(c) and the notice requirement in Section 4.6(d).
- (2) Automatic Contribution Arrangement. An "Automatic Contribution Arrangement" is an arrangement under which, in the absence of an affirmative election by a Covered Employee, a certain percentage of the Covered Employee's Compensation will be contributed to the Plan as an Elective Deferral instead of being included in the Covered Employee's pay.
- (3) A "Covered Employee" is a Participant identified in the Participation Agreement as being covered under the EACA.
- (4) "Default Elective Deferrals" are the Elective Deferrals contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals.
- (5) The "Default Percentage" is the percentage of a Covered Employee's Compensation contributed to the Plan as a Default Elective Deferral for the Plan Year. The Default Percentage is specified in the Participation Agreement or in a supplement thereto.

- (c) Uniformity Requirement.
  - (1) Except as provided in paragraph (2) below, the same percentage of Compensation will be withheld as Default Elective Deferrals from all Covered Employees subject to the Default Percentage.
  - (2) Default Elective Deferrals will be reduced or stopped to meet the limitations under Code Sections 402(g) and 415.
- (d) Notice Requirement.
  - (1) At least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year, the Employer will provide each Covered Employee with a notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an Employee becomes a Covered Employee after the ninetieth (90th) day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee.
  - (2) The notice must accurately describe:
    - (A) The amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;
    - (B) The Covered Employee's right to elect to have no Elective Deferrals made or to have a different amount of Elective Deferrals made;
    - (C) How the Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
    - (D) The Covered Employee's right under Section 4.6(e) to make a withdrawal of Default Elective Deferrals and the procedures for making such a withdrawal.
- (e) Withdrawal of Default Elective Deferrals.
  - (1) No later than ninety (90) days after a Covered Employee's pay is first reduced by Default Elective Deferrals, the Covered Employee may request a distribution of their Default Elective Deferrals. No spousal consent is required for a withdrawal under this Section 4.6(e).
  - (2) The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (i) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request, plus (ii) the first pay date that

occurs after thirty (30) days after the Covered Employee's request, plus attributable earnings and losses through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

- (3) Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Elective Deferrals made on the Covered Employee's behalf as of the date specified in paragraph (2) above.
  - (4) Default Elective Deferrals distributed pursuant to this Section 4.6(e) are not counted towards the dollar limitation on Elective Deferrals contained in Code Section 402(g) nor for the actual deferral percentage test. Matching Contributions that might otherwise be allocated to a Covered Employee's Account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Section 4.6(e) and any Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 4.6(e) will be forfeited.
- (f) Special Rule for Distribution of Excess Aggregate Contributions. If the Employer has elected in the Participation Agreement that all Participants are Covered Employees, then the Plan has until six (6) months (rather than 2½ months) after the end of the Plan Year to distribute Excess Contributions (as described in Section 8.6) and Excess Aggregate Contributions (as defined in Section 8.7) and avoid the 10% excise tax imposed by Code Section 4979.

## SECTION 5

### EMPLOYER CONTRIBUTIONS

#### 5.1 Retirement Contributions

(a) This Section 5.1(a) applies to each Employer other than the Employers described in Section 5.1(b). Each Employee who has attained age 18 and completed one Year of Eligibility Service shall be eligible for Retirement Contributions under the Plan as of the date described in Section 3.3 and subject to the exception described in Section 3.3. Each Employer shall make Retirement Contributions to the Plan each payroll period on behalf of its eligible Employees equal to a specified percentage of the Participant's Compensation earned during the applicable pay period, subject to the conditions and limitations of the Plan. All eligible Employees of an Employer shall receive Retirement Contributions in the same percentage elected by the Employer in its Participation Agreement. Each Employer may increase or decrease the amount of Retirement Contributions payable on behalf of its eligible Employees for any Fiscal Year or Plan Year by amendment of its Participation Agreement (provided that, provided that, if the Employer has elected to utilize the safe harbor plan option described in Section 8.5(c), the Employer's ability to change the amount of Retirement Contributions will be subject to the restrictions on mid-year changes applicable to safe harbor plans). Notwithstanding the foregoing, the minimum Retirement Contribution for all Participants shall be at least 5% of the Participant's Compensation.

(b) An Employer that is:

- (1) a self-employed Unitarian Universalist ordained, commissioned or licensed minister who is a community minister; or
- (2) the employer of a Unitarian Universalist ordained, commissioned or licensed minister who is employed as a community minister and is not a UUA-affiliated employer within the meaning of Code Section 414(e)(3)

may elect to make Retirement Contributions for such minister at such time and in such amount as determined by the Employer, as described in its Participation Agreement or in such other documentation as permitted by the Committee.

#### 5.2 Matching Contributions

In addition to Retirement Contributions described in Section 5.1, each Employer may elect in its Participation Agreement to make Matching Contributions to the Plan on behalf of its eligible Employees in an amount determined by the Employer up to 6% of Compensation. Each Employee who has attained age 18 and completed one Year of Eligibility Service shall be eligible for Matching Contributions under the Plan. Subject to the conditions and limitations of the Plan, each Employer that makes such an election shall make Matching Contributions each payroll period equal to a specified percentage of Compensation that the Participant contributes as Elective Deferrals during the applicable pay period. For this purpose, Compensation is determined on a

payroll period basis. All eligible Employees of an Employer shall receive Matching Contributions in the percentage elected by the Employer in its Participation Agreement. Each Employer may increase, decrease or suspend the amount of Matching Contributions payable on behalf of its eligible Employees for any Fiscal Year or Plan Year by amendment of its Participation Agreement provided that, provided that, if the Employer has elected to utilize the safe harbor plan option described in Section 8.5(c), the Employer's ability to change the amount of Matching Contributions will be subject to the restrictions on mid-year changes applicable to safe harbor plans).

### **5.3 Payment, Limitations, Verification, and Form of Payment of Employer Contributions**

- (a) Matching Contributions for a payroll period shall be paid to the Trustee and shall be credited to the Participant's Match Contribution Account in accordance with such rules as the Committee shall establish (provided that, if the Employer has elected to utilize the safe harbor plan option described in Section 8.5(c), Matching Contributions with respect to any Elective Deferrals made during a Plan Year quarter are contributed to the Plan by the last day of the immediately following Plan Year quarter).
- (b) Retirement Contributions for a payroll period shall be paid to the Trustee and shall be credited to the Participant's Retirement Contribution Account in accordance with such rules as the Committee shall establish.
- (c) Payment to the Trustee of an Employer's share of the contributions described in this SECTION 5 shall be made in cash.
- (d) Matching and Retirement Contributions for any Fiscal Year shall be due on the last day of the Fiscal Year for which the contribution is made and, unless paid before, may be paid then or as soon as practicable thereafter, without interest.

## SECTION 6

### INVESTMENT

#### 6.1 Investment Funds

The Plan shall be invested in one or more Investment Funds designated by the Committee in its discretion for the investment of Participants' Accounts. The Committee, in its discretion, may from time to time establish new Investment Funds or eliminate existing Investment Funds. Contributions to the Plan may be uninvested pending allocation to the Investment Funds. The investment manager of each Investment Fund, or the Trustee if there is no investment manager, may invest the Investment Fund in short term investments or hold the assets thereof in cash pending investment, distribution, reallocation or transfer.

#### 6.2 Investment Fund Elections and Transfers

Each Participant may elect to invest their Accounts in whole multiples of 1% up to 100% in any one or more of the Investment Funds. The Participant's investment election shall apply to all contributions to their Accounts. If a Participant fails to make an investment election, their Accounts shall be invested in the default investment arrangement specified by the Committee in until the Participant elects to change the investment of such Accounts in accordance with this Section.

In accordance with rules established from time to time by the Committee, a Participant may elect to change their investment election (in whole multiples of 1% up to 100%) with respect to future contributions or transfer (in whole multiples of 1% up to 100% or in any dollar amount) all or a part of their Accounts from one or more Investment Fund to one or more different Investment Funds. Furthermore, pursuant to rules established by the Committee or an Investment Fund, the Investment Fund may restrict a Participant from transferring into or out of the Investment Fund if the Plan or Investment Fund determines that the Participant's transfer activity would be detrimental to the Investment Fund.

If and to the extent permitted under procedures established by the Plan's recordkeeper, each Participant may designate an investment manager or advisor at the Participant's sole discretion to advise the Participant on the investment and reinvestment of their Accounts among the investment options that are available under the Plan. If and to the extent permitted under procedures established by the Plan's recordkeeper, the Participant may direct that fees for such an investment manager or advisor designated by the Participant be paid out of the Participant's Accounts. No individual, committee, or entity associated with the Plan, including but not limited to the UUA, the Board of Trustees, the Employer, the board of directors or trustees of an Employer, the Committee or the Trustee, shall have any obligation to determine the suitability of such investment manager or advisor, to evaluate or monitor the fees charged by such investment manager or advisor, or to advise the Participant about such investment manager's or advisor's decisions or recommendations.

Neither the Plan, the UUA, the Board of Trustees, an Employer, the board of directors or trustees of an Employer, the Committee, or the Trustee will be liable to the Participant for any loss

resulting from action taken at the direction of the Participant or any loss resulting from inaction of a Participant.

Notwithstanding anything in this Section to the contrary, any amounts invested in a fund of guaranteed investment contracts or an investment fund covered by a prospectus or other document of similar import or effect shall be subject to any and all terms of such contracts, prospectus or other documents of similar import or effect, including any limitations therein placed on the exercise of any rights otherwise granted to a Participant under any other provisions of this Plan with respect to such amounts.

A reference to Participant under this Section 6 applies to any Beneficiary or Alternate Payee eligible to direct investments under the Plan.

### **6.3 Election Procedures**

Any election to invest Accounts, change investment for new contributions, or make interfund transfers within the Plan (other than an automatic investment election) must be made through an Approved Form of Election. Any such election shall be effective and valued in accordance with procedures established by the Committee, subject to restrictions imposed by the Investment Fund, Investment Manager or the Trustee. Neither the Plan, the Board of Trustees, the Committee, the Trustee nor any Employer guarantee that elections will be implemented by a particular date or at a particular time.

### **6.4 Valuation of Investment Funds**

As of each Business Day, the Trustee shall determine the fair market value of the assets of each Investment Fund in accordance with the terms of the Trust Agreement. The fair market value of an Investment Fund shall be the value of such Investment Fund as of the Close of Business on such Business Day.

### **6.5 Voting of Shares in Mutual Funds**

The Committee shall have the authority, in its discretion, to vote shares of mutual funds held in a Participant's Accounts.

## SECTION 7

### VESTING AND ACCOUNTS

#### 7.1 Vesting

A Participant shall at all times be 100% vested in their Accounts.

#### 7.2 Participants' Accounts

The Committee shall maintain or cause to be maintained the following separate Accounts for each Participant, as applicable:

- (a) **In-Plan Roth Rollover Account.** An “In-Plan Roth Rollover Account” shall be for each Participant who has made In-Plan Roth Rollover Contributions pursuant to Section 9.4(a)(1). Such In-Plan Roth Rollover Contributions, and any earnings and losses on those amounts, shall be allocated to the In-Plan Roth Rollover Account. To the extent necessary, sub-accounts may be established based on the sources of the In-Plan Roth Rollover Contribution.
- (b) **In-Plan Roth Rollover Account.** An “In-Plan Roth Transfer Account” shall be for each Participant who has made In-Plan Roth Transfer Contributions pursuant to Section 9.4(a)(2). Such In-Plan Roth Transfer Contributions, and any earnings and losses on those amounts, shall be allocated to the In-Plan Roth Transfer Account. To the extent necessary, sub-accounts may be established based on the sources of the In-Plan Roth Transfer Contribution.
- (c) **Match Contribution Account.** A “Match Contribution Account” shall be maintained for each Participant on whose behalf any Matching Contributions are made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant’s Match Contribution Account.
- (d) **Pre-Tax Contribution Account.** A “Pre-Tax Contribution Account” shall be maintained for each Participant on whose behalf any Pre-Tax Contributions are made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant’s Pre-Tax Contribution Account.
- (e) **Qualified Nonelective Contribution Account.** A “Qualified Nonelective Contribution Account” shall be maintained for each Participant on whose behalf any qualified nonelective contributions are made to this Plan, as described in Section 8.8(b). Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant’s Qualified Nonelective Contribution Account. Such Account shall be subject to the distribution requirements of Treasury Regulation Section 1.401(k)-1(d).
- (f) **Retirement Contribution Account.** A “Retirement Contribution Account” shall be maintained for each Participant on whose behalf any Retirement Contributions are made to this Plan. Such contributions, and any earnings and losses on those



contributions, shall be allocated to the Participant's Retirement Contribution Account.

- (g) **Rollover Contribution Account.** A "Rollover Contribution Account" shall be maintained for each Participant on whose behalf any Rollover Contributions have been made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant's Rollover Contribution Account.
- (h) **Roth Contribution Account.** A "Roth Contribution Account" shall be maintained for each Participant on whose behalf any Roth Contributions are made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant's Roth Contribution Account.
- (i) **Roth Rollover Contribution Account.** A "Roth Rollover Contribution Account" shall be maintained for each Participant on whose behalf any Roth Rollover Contributions have been made to this Plan. Such contributions, and any earnings and losses on those contributions, shall be allocated to the Participant's Roth Rollover Contribution Account.

The Committee may establish such rules and procedures relating to the maintenance, adjustment, and liquidation of Participants' Accounts, and the crediting of contributions and income, losses, expenses, appreciation, and depreciation attributable thereto, as are considered necessary or advisable. In addition to the Accounts described above, the Committee may maintain such other Accounts in the names of Participants or otherwise as the Committee considers necessary or desirable.

### **7.3 Adjustment of Accounts**

Pursuant to rules established by the Committee and applied on a uniform basis, a Participant's or Beneficiary's Accounts shall be adjusted on each Business Day to reflect the fair market value of the various Investment Funds as of such date, including adjustments to reflect any distributions (including withdrawals), contributions, rollovers, loans, transfers between Investment Funds, income, losses, expenses, appreciation or depreciation with respect to such Accounts since the previous Business Day. Such Accounts shall continue to be so adjusted until all amounts in such Accounts are paid.

### **7.4 Statement of Account**

At such times and in such manner as determined by the Committee, each Participant shall be furnished with a statement reflecting their Accounts in the Trust Fund.

### **7.5 Accounts for Alternate Payees**

A separate Account shall be established for an Alternate Payee entitled to any portion of a Participant's Account under a Qualified Domestic Relations Order in accordance with procedures established by the Committee and applicable law. Such separate Account shall be valued and accounted for in the same manner as any other Account. Pursuant to the terms of the Qualified Domestic Relations Order, an Alternate Payee may receive a distribution of their benefits in the

same manner as if such Alternate Payee were a Participant at any time after the Qualified Domestic Relations Order has been approved by the Committee, without regard to whether such distribution is made or commences prior to the Participant's earliest retirement age (as defined in Code Section 414(p)(4)(B)). If a separate Account has been established on behalf of an Alternate Payee but all of the amounts in the Account have not yet been distributed, the Alternate Payee may direct the investment of such Account in the same manner as if such Alternate Payee were a Participant. Subject to the Committee's rules, an Alternate Payee may designate one or more Beneficiaries to receive payment of the Alternate Payee's separate Account under the Plan in the same manner as if such Alternate Payee were a Participant, except that the Alternate Payee may designate an alternate Beneficiary other than their Spouse without such Spouse's consent.

## **7.6 Order and Timing of Withdrawals, Loans, and Distributions**

Any amounts to be paid to a Participant, a Beneficiary, or an Alternate Payee shall be withdrawn from their Accounts on a pro rata basis or in such other order established by the Committee, in cooperation with the Plan's recordkeeper, for withdrawals, loans, and distributions from the Plan. The withdrawal, loan, or distribution shall be valued or processed in accordance with procedures established by the Committee and the terms of the Trust Agreement. In addition, each payment shall be charged against the Investment Funds in the applicable Account on a pro rata basis or in such other order established by the Committee, in cooperation with the Plan's recordkeeper.

If a Participant's or Beneficiary's Account includes Roth Contributions and/or Roth Rollover Contributions and one or more other subaccounts, the Committee may, in cooperation with the Plan's recordkeeper, but is not required to, permit the Participant or Beneficiary to elect the subaccounts from which the distribution will be taken.

## SECTION 8

### CONTRIBUTION AND BENEFIT LIMITATIONS

#### 8.1 Contribution Limitations

For each Limitation Year, the Annual Addition to a Participant's Account shall not exceed the lesser of \$69,000 (as adjusted for cost-of-living increases under Code Section 415(d)) or 100% of the Participant's Code Section 415 Compensation for the Limitation Year, subject to the following:

- (a) The compensation limit described above shall not apply to any contribution for medical benefits (within the meaning of Code Section 401(h) or Code Section 419A(f)(2)) after Severance from Employment that is otherwise treated as an Annual Addition.
- (b) The Committee shall take any actions it deems advisable to avoid an Annual Addition in excess of Code Section 415; provided, however, if a Participant's Annual Addition for a Limitation Year actually exceeds the limitations of this Section, the Committee shall correct such excess in accordance with applicable guidance issued by the Internal Revenue Service. Any such correction of excess Annual Additions shall be charged against the Investment Funds in the applicable Account on a pro rata basis or in such other order established by the Committee.
- (c) The limitation described in this Section 8.1 is applied as if the Employees of all Employers participating in the Plan are employed by a single Employer. Thus, if a Participant receives contributions from more than one Employer, such contributions must be aggregated for purposes of applying the limitations under Code Section 415 of the Code. Also, Code Section 415 Compensation from all participating Employers may be considered in applying such limitations.
- (d) Annual Additions shall be subject to Code Section 415 and applicable Treasury Regulations issued thereunder, the requirements of which are incorporated herein by reference to the extent not specifically provided above.

#### 8.2 Dollar Limitations on Elective Deferrals

- (a) No Participant shall make Elective Deferrals under this Plan, or elective deferrals under any other plan, contract or arrangement maintained by an Employer, during any calendar year in excess of the dollar limitation contained in Code Section 402(g) in effect for the Participant's taxable year beginning in such calendar year. In the case of a Participant aged 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Elective Deferrals that can be Catch-up Contributions. The dollar limitation contained in Code Section 402(g) was \$23,000 for taxable years beginning in 2024. This limit is adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 402(g)(4).

- (b) Catch-Up Contributions are Elective Deferrals made to the Plan that are in excess of an otherwise applicable Plan limit and that are made by Participants who are aged 50 or over by the end of the applicable Plan Year. An otherwise applicable Plan limit is a limit in the Plan that applies to Elective Deferrals without regard to Catch-up Contributions, such as the limits on annual additions, the dollar limitation on Elective Deferrals under Code Section 402(g) (not counting Catch-Up Contributions) and the limit imposed by the actual deferral percentage (ADP) test under Code Section 401(k)(3). Catch-Up Contributions for a Participant for a taxable year may not exceed the dollar limit on Catch-up Contributions under Code Section 414(v)(2)(B)(i) for the taxable year. Except as provided below, the dollar limit on Catch-up Contributions under Code Section 414(v)(2)(B)(i) is \$7,500 for taxable years beginning in 2024. After 2024, the \$7,500 limit is adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 414(v)(2)(C). Effective for taxable years beginning after December 31, 2024, for a Participant who would attain age 60 but would not attain age 64 before the close of the taxable year, the dollar limit on Catch-Up Contributions is the adjusted dollar amount described in Code Section 414(v)(2)(E). The adjusted dollar amount under Code Section 414(v)(2)(E) for taxable years beginning in 2025 is the greater of (1) \$10,000, or (2) an amount equal to 150% of the dollar amount which would be in effect under Code Section 414(v)(2)(B)(i) for 2024 for Participants who are not eligible for the adjusted dollar amount. After 2025, the adjusted dollar amount is adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 414(v)(2)(C).
- (c) As of each December 31, the Committee shall determine the total Elective Deferrals made by each Participant during the calendar year. In the event that the Elective Deferrals for a Participant exceeds the above limitation, such excess amounts (referred to as “Excess Deferrals”) (and any income allocable thereto determined in accordance with Section 8.3) shall be paid to the Participant by the following April 15. If a Participant’s total Elective Deferrals under this Plan and any other plan of another employer for any calendar year exceed the maximum annual amount described above, the Participant may notify the Committee in writing (on or before March 1 of the next following calendar year) of the Participant’s election to have all or a portion of the Participant’s Elective Deferrals (and the income allocable thereto determined in accordance with Section 8.3) under this Plan distributed in accordance with this Section. In addition, any Matching Contributions attributable to amounts distributed under this Section (and any income allocable thereto determined in accordance with Section 8.3) shall be forfeited and shall be used to reduce future Matching Contributions of the Participant’s Employer under the Plan or to pay expenses of the Plan. For any Plan Year in which a Participant makes both Pre-Tax Contributions and Roth Contributions, the return of Excess Deferrals shall be distributed from such Participant’s accounts, if applicable, in accordance with the administrative procedure established by the Committee in cooperation with the Plan’s recordkeeper.

### **8.3 Calculating Income Allocable to Excess Deferrals and Contributions**

The income allocable to a distribution to a Participant for a Plan Year (as required under Sections 8.1 and 8.2) shall be determined under any method permitted under Treasury Regulations and selected by the Committee, provided such method does not discriminate in favor of Highly Compensated Employees, is used consistently for all Participants and for all corrective distributions for the Plan Year, and is based on the method for allocating income to Participants' Accounts. No income or loss shall be allocated to Excess Deferrals, Excess Elective Deferrals or Excess Matching Contributions for the period between the end of the Plan Year in which such Excess Deferrals, Excess Elective Deferrals and/or Excess Matching Contributions arose and the date of distribution of such amounts.

### **8.4 Corrective Contributions/Reallocations**

The Committee may take the following actions to correct errors in the administration of the Plan:

- (a) If, with respect to any Plan Year, an administrative error results in a Participant's Account not being properly credited with Elective Deferrals, Rollover Contributions, Matching Contributions or Retirement Contributions, or earnings on any such amounts, the Committee may take corrective action, including, but not limited to, one or more of the following corrective actions, in order to place such Participant's Account in the position that the Account would have been in had no error occurred: (i) direct additional contributions to be made to such Participant's Accounts; (ii) reallocate existing contributions among the Accounts of affected Participants; or (iii) such other actions as it considers desirable under the circumstances as are consistent with the principles of the Employee Plans Compliance Resolution System set forth in Revenue Procedure 2021-30 and/or subsequent guidance published in the Internal Revenue Bulletin.
- (b) If, with respect to any Plan Year, an administrative error results in an amount being credited to the Account of a Participant or any other individual who is not otherwise entitled to such amount, the Committee may take corrective action, including but not limited to: (i) direct the forfeiture of amounts erroneously credited (with such forfeitures to be used to reduce future Employer contributions or other contributions to the Plan); (ii) reallocate such erroneously credited amounts to other Participants' Accounts; or (iii) such other actions as it considers desirable under the circumstances as are consistent with the principles of the Employee Plans Compliance Resolution System set forth in Revenue Procedure 2021-30 and/or subsequent guidance published in the Internal Revenue Bulletin.

### **8.5 Compliance with Nondiscrimination Requirements.**

- (a) Each Employer must satisfy the nondiscrimination requirements of Code Section 401(k) and Code Section 401(m) taking into account only Employees of that Employer.

- (b) An Employer that does not elect to utilize the safe harbor plan option described in Section 8.5(c) must satisfy the Actual Deferral Percentage test as described in Section 8.6 and, if the Employer provides for Matching Contributions, the Actual Contribution Percentage test as described in Section 8.7.
  - (1) An Employer that does not have any Highly Compensated Employees for a Plan Year will be deemed not to have elected the safe harbor plan option described in Section 8.5(c).
- (c) Safe Harbor Plan Option
  - (1) An Employer may elect to comply (or may be deemed to elect to comply in accordance with procedures established by the Committee) with the nondiscrimination requirements of Code Section 401(k) and Code Section 401(m) and the coverage requirements of Code Section 410(b)(1) by, pursuant to Treasury Regulation Sections 1.401(k)-1(b)(4)(iv) and 1.401(m)-1(b)(4)(iv), treating the Employer's Plan as two separate arrangements, one comprising all eligible Employees who have not attained age 21 and been credited with a Year of Eligibility Service and one comprising all eligible Employees who have attained age 21 and been credited with a Year of Eligibility Service. Such election may be made (or deemed to be made) in a supplement to the Employer's Participation Agreement or in such other manner as permitted by the Committee.
    - (A) With respect to Eligible Employees who have not attained age 21 and been credited with a Year of Eligibility Service, the Plan shall satisfy the nondiscrimination requirements of Code Sections 401(k) and 401(m) through compliance with the actual deferral percentage test requirements of Treasury Regulation Section 1.401(k)-2 (as described in Section 8.6) and, if applicable, the actual contribution percentage test requirements of Treasury Regulation Section 1.401(m)-2 (as described in Section 8.7).
    - (B) With respect to Eligible Employees who have attained age 21 and been credited with a Year of Eligibility Service, the Plan shall satisfy the nondiscrimination requirements of Code Sections 401(k) and 401(m) of the Code through compliance with the safe harbor provisions under Code Sections 401(k)(12) and 401(m)(11).
      - (1) The "safe harbor" contribution will be the Retirement Contribution described in Section 5.1, which must be at least 5% of Compensation pursuant to Section 5.1 and must be fully vested pursuant to Section 7.1. This contribution is intended to satisfy the safe harbor nonelective contribution requirement described in Treasury Regulation Sections 1.401(k)-3(b) and 1.401(m)-3(b).

- (i) These Retirement Contributions are subject to the same distribution restrictions as apply to Elective Deferrals.
  - (ii) The definition of Compensation used to allocate Retirement Contributions and Matching Contributions must be a nondiscriminatory definition of compensation allowable under Treasury Regulation Section 1.401(k)-3(b)(2) and Code Section 414(s) and regulations thereunder.
- (2) At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each eligible Employee a comprehensive notice of the Employee's rights and obligations under the Plan, written in a manner sufficiently accurate and comprehensive to apprise the Employee of such rights and obligations and calculated to be understood by the average eligible Employee. If an Employee becomes eligible after the 90<sup>th</sup> day before the beginning of the Plan Year and does not receive the notice for that reason, the notice must be provided no more than 90 days before the Employee becomes eligible but not later than the date the Employee becomes eligible.
- (3) In addition to any other election periods provided under the Plan, each eligible Employee may make or modify a deferral election during the 30-day period immediately following receipt of the notice described above.
- (4) Any Matching Contributions made pursuant to Section 5.2 must not exceed 6% of Compensation, as required pursuant to Section 5.2.
- (5) Section 5.2 and the Participation Agreement require that any Matching Contribution must be elected in the Employer's Participation Agreement as a fixed percentage of Compensation, therefore a discretionary Matching Contribution is not permitted, and it is not possible that the rate of Matching Contributions could increase as a percentage of a Participant's Elective Deferrals increase.
- (6) Section 5.2 requires that all eligible Employees of an Employer shall receive Matching Contributions in the percentage elected by the Employer in its Participation Agreement, so it is not possible that a Highly Compensated Employee could receive a greater rate of Matching

Contributions than a Non-Highly Compensated Employee at the same rate of Elective Deferrals.

## **8.6 Actual Deferral Percentage Test.**

- (a) Prior Year Testing. The Actual Deferral Percentage ("ADP") for a Plan Year for participants who are Highly Compensated Employees for each Plan Year and the prior year's ADP for participants who were Non-Highly Compensated Employees for the prior Plan Year must satisfy one of the following tests:
- (1) The ADP for a Plan Year for participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ADP for participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by 1.25; or
  - (2) The ADP for a Plan Year for participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ADP for participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by 2.0, provided that the ADP for participants who are Highly Compensated Employees does not exceed the ADP for participants who were Non-Highly Compensated Employees in the prior Plan Year by more than 2 percentage points.

For the first Plan Year the Employer's Plan permits any participant to make Elective Deferrals (and is not a successor plan), for purposes of the foregoing tests, the prior year's Non-Highly Compensated Employees' ADP shall be 3 percent unless the Employer has elected in a supplement to the Participation Agreement to use the Plan Year's ADP for these Participants.

- (b) Current Year Testing. If elected by the Employer in a supplement to the Participation Agreement, the ADP tests in (1) and (2), above will be applied by comparing the current Plan year's ADP for participants who are Highly Compensated Employees with the current Plan year's ADP for participants who are Non-Highly Compensated Employees. Once made, the Employer can elect Prior Year Testing for a Plan Year only if the Plan has used Current Year Testing for each of the preceding 5 Plan Years (or if lesser, the number of Plan Years the Plan has been in existence) or if, as a result of a merger or acquisition described in Code Section 410(b)(6)(C)(i), the Employer maintains both a plan using Prior Year Testing and a plan using Current Year Testing and the change is made within the transition period described in Code Section 410(b)(6)(C)(ii).
- (c) Special Rules:
- (1) A participant is a Highly Compensated Employee for a particular Plan Year if he or she meets the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a participant is a Non-Highly Compensated Employee for a particular Plan Year if he or she does not meet



the definition of a Highly Compensated Employee in effect for that Plan Year.

- (2) The ADP for any participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Elective Deferrals (and Qualified Nonelective Contributions, if treated as Elective Deferrals for purposes of the ADP test) allocated to their accounts under two or more arrangements described in Code Section 401(k), that are maintained by the Employer, shall be determined as if such Elective Deferrals (and, if applicable, such Qualified Nonelective Contributions) were made under a single arrangement. If a Highly Compensated Employee participates in two or more CODAs of the Employer that have different plan years, all Elective Deferrals made during the Plan Year under all such arrangements shall be aggregated. Certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code Section 401(k).
  - (3) In the event that this Plan satisfies the requirements of Code Sections 401(k), 401(a)(4), or 410(b) only if aggregated with one or more other plans, or if one 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 ADP of employees as if all such plans were a single plan. If more than 10 percent of the Employer's Non-Highly Compensated Employees are involved in a plan coverage change as defined in Treasury Regulation Section 1.401(k)-2(c)(4), then any adjustments to the Non-Highly Compensated Employees' ADP for the prior year will be made in accordance with such Regulations, unless the Employer has elected in a supplement to the Participation Agreement to use the Current Year Testing method. Plans may be aggregated in order to satisfy Code Section 401(k) only if they have the same Plan Year and use the same ADP testing method.
  - (4) For purposes of determining the ADP test, Elective Deferrals and Qualified Nonelective Contributions must be made before the end of the 12-month period immediately following the Plan Year to which the contributions relate.
- (d) Distribution of Excess Contributions
- (1) Notwithstanding any other provision of the Plan, Excess Contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than 12 months after a Plan Year to participants to whose accounts such Excess Contributions were allocated for such Plan Year, except to the extent such Excess Contributions are classified as Catch-up Contributions. Excess Contributions are allocated to the Highly Compensated Employees with the largest amounts of employer contributions taken into account in calculating the ADP test for the year in which the excess arose, beginning with the Highly Compensated Employee with the largest amount of such employer contributions and continuing in descending order until all the

Excess Contributions have been allocated. To the extent a Highly Compensated Employee has not reached their Catch-up Contribution limit under the Plan, Excess Contributions allocated to such Highly Compensated Employee are Catch-up Contributions and will not be treated as Excess Contributions. If such excess amounts (other than Catch-up Contributions) are distributed more than 2½ months after the last day of the Plan Year in which such excess amounts arose, a 10-percent excise tax will be imposed on the Employer maintaining the Plan with respect to such amounts (except as provided in Section 4.6(f) with respect to an EACA).

- (2) Excess Contributions shall be treated as annual additions under the Plan even if distributed.
- (3) Determination of Income or Loss: Excess Contributions shall be adjusted for any income or loss. The income or loss allocable to Excess Contributions allocated to each participant is the income or loss allocable to the Participant's Pre-Tax Contribution Account and Roth Contribution Account (and, if applicable, the Qualified Nonelective Contribution Account) for the Plan Year multiplied by a fraction, the numerator of which is such Participant's Excess Contributions for the year and the denominator is the Participant's account balance attributable to Elective Deferrals (and Qualified Nonelective Contributions, if any of such contributions are included in the ADP test) without regard to any income or loss occurring during such Plan Year.
- (4) Accounting for Excess Contributions: Excess Contributions allocated to a Participant shall be distributed from the Participant's Elective Deferrals. Distribution of Elective Deferrals that are Excess Contributions shall be made from the Participant's Pre-Tax Contribution Account before the Participant's Roth Contribution Account, to the extent Pre-Tax Contributions were made for the year, unless the Participant specifies otherwise, in accordance with procedures established by the Committee. Excess Contributions shall be distributed from the Participant's Qualified Nonelective Contribution Account only to the extent that the Excess Contributions exceed the amount of Excess Contributions in the participant's Elective Deferral accounts.

(e) Definitions:

- (1) "Actual Deferral Percentage" ("ADP") shall mean, for a specified group of Participants (either Highly Compensated Employees or Non-highly Compensated Employees) for a Plan Year, the average of the ratios (calculated separately for each Participant in such group) of (1) the amount of Employer contributions actually paid over to the trust on behalf of such Participant for the Plan Year to (2) the Participant's Testing Compensation for such Plan Year. Employer contributions on behalf of any Participant shall include: (1) any Elective Deferrals (other than Catch-up

Contributions) made pursuant to the Participant's deferral election (including Excess Elective Deferrals of Highly Compensated Employees), but excluding (a) Excess Elective Deferrals of Non-Highly Compensated Employees that arise solely from Elective Deferrals made under the Plan or plans of this Employer and (b) Elective Deferrals that are taken into account in the Actual Contribution Percentage test (provided the ADP test is satisfied both with and without exclusion of these Elective Deferrals); and (2) if elected by the Employer in a supplement to the Participation Agreement, Qualified Nonelective Contributions. For purposes of computing Actual Deferral Percentages, an Employee who would be a Participant but for the failure to make Elective Deferrals shall be treated as a Participant on whose behalf no Elective Deferrals are made.

- (2) "Excess Contributions" shall mean, with respect to any Plan Year, the excess of:
  - (A) The aggregate amount of Employer contributions actually taken into account in computing the ADP of Highly Compensated Employees for such Plan Year, over
  - (B) The maximum amount of such contributions permitted by the ADP test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of the ADPs, beginning with the highest of such percentages).

## **8.7 Actual Contribution Percentage Test.**

- (a) Prior Year Testing. The Actual Contribution Percentage ("ACP") for a Plan Year for participants who are Highly Compensated Employees for each Plan Year and the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year must satisfy one of the following tests:
  - (1) The ACP for a Plan Year for participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by 1.25; or
  - (2) The ACP for a Plan Year for participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by 2.0, provided that the ACP for participants who are Highly Compensated Employees does not exceed the ACP for participants who were Non-Highly Compensated Employees in the prior Plan Year by more than 2 percentage points.

For the first Plan Year the Employer's Plan provides for Matching Contributions (and is not a successor plan), for purposes of the foregoing tests, the prior year's Non-Highly Compensated Employees' ACP shall be 3 percent unless the Employer

has elected in a supplement to the Participation Agreement to use the Plan Year's ACP for these Participants.

- (b) **Current Year Testing.** If elected by the Employer in a supplement to the Participation Agreement, the ACP tests in (1) and (2), above will be applied by comparing the current Plan Year's ACP for participants who are Highly Compensated Employees with the current Plan Year's ACP for participants who are Non-Highly Compensated Employees. Once made, the Employer can elect Prior Year Testing for a Plan Year only if the Plan has used Current Year Testing for each of the preceding 5 Plan Years (or if lesser, the number of Plan Years the Plan has been in existence) or if, as a result of a merger or acquisition described in Code Section 410(b)(6)(C)(i), the Employer maintains both a plan using Prior Year Testing and a plan using Current Year Testing and the change is made within the transition period described in Code Section 410(b)(6)(C)(ii).
  
- (c) **Special Rules:**
  - (1) A participant is a Highly Compensated Employee for a particular Plan Year if he or she meets the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a participant is a Non-Highly Compensated Employee for a particular Plan Year if he or she does not meet the definition of a Highly Compensated Employee in effect for that Plan Year.
  
  - (2) For purposes of this Section, the Contribution Percentage for any Participant who is a Highly Compensated Employee and who is eligible to have Contribution Percentage Amounts allocated to their account under two or more plans described in Code Section 401(a), or arrangements described in Code Section 401(k) 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 a Highly Compensated Employee participates in two 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).
  
  - (3) In the event that this Plan satisfies the requirements of Code Sections 401(m), 401(a)(4), or 410(b) only if aggregated with one or more other plans, or if one 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 employees as if all such plans were a single plan. If more than 10 percent of the Employer's Non-Highly Compensated Employees are involved in a plan coverage change as defined in Treasury Regulation Section 1.401(m)-2(c)(4), then any adjustments to the Non-Highly Compensated Employees' ACP for the prior year will be made in accordance with such Regulations, unless the Employer has elected

in in a supplement to the Participation Agreement to use 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 ADP testing method.

- (4) For purposes of determining the ACP test, 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.
- (d) Distribution of Excess Aggregate Contributions
- (1) Notwithstanding any other provision of the Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, shall be forfeited, if forfeitable, or if not forfeitable, distributed no later than 12 months after a Plan Year to Participants to whose accounts such Excess Aggregate Contributions were allocated for such Plan Year. Excess Aggregate Contributions are allocated to the Highly Compensated Employees with the largest Contribution Percentage Amounts taken into account in calculating the ACP test for the year in which the excess arose, beginning with the Highly Compensated Employee 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 2½ months after the last day of the Plan Year in which such excess amounts arose, a 10-percent excise tax will be imposed on the employer maintaining the Plan with respect to those amounts (except as provided in Section 4.6(f) with respect to an EACA). Excess Aggregate Contributions shall be treated as annual additions under the Plan even if distributed.
  - (2) 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 participant is the income or loss allocable to the Participant's Matching Contribution Account and, if applicable, Qualified Nonelective Contribution Account and Elective Deferral accounts for the Plan Year multiplied by a fraction, the numerator of which is such Participant's Excess Aggregate Contributions for the year and the denominator is the Participant's account balance(s) attributable to Contribution Percentage Amounts without regard to any income or loss occurring during such Plan Year.
  - (3) Forfeitures of Excess Aggregate Contributions: Forfeitures of Excess Aggregate Contributions may either be reallocated to the accounts of Non-highly Compensated Employees or applied to reduce employer contributions, as elected by the Employer in a supplement to the Participation Agreement.

- (e) Accounting for Excess Aggregate Contributions: Excess Aggregate Contributions allocated to a Participant shall be forfeited, if forfeitable or distributed on a pro-rata basis from the Participant's Matching Contribution account (and, if applicable, the participant's Qualified Nonelective Contribution Account or Elective Deferral accounts, or both). Distribution of Elective Deferrals that are Excess Aggregate Contributions shall be made from the Participant's Pre-Tax Contribution Account before the Participant's Roth Contribution Account, to the extent Pre-Tax Contributions were made for the year, unless the Participant specifies otherwise.
- (f) Definitions:
- (1) "Actual Contribution Percentage" ("ACP") shall mean, for a specified group of Participants (either Highly Compensated Employees or Non-Highly Compensated Employees) for a Plan Year, the average of the Contribution Percentages of the Eligible Participants in the group.
  - (2) "Contribution Percentage" shall mean the ratio (expressed as a percentage) of the Participant's Contribution Percentage Amounts to the Participant's Testing Compensation for the Plan Year.
  - (3) "Contribution Percentage Amounts" shall mean the sum of the Employee Contributions and Matching Contributions made under the Plan on behalf of the Participant for the Plan Year. Such Contribution Percentage Amounts shall not include Matching Contributions that are forfeited either to correct Excess Aggregate Contributions or because the contributions to which they relate are Excess Deferrals, Excess Contributions, or Excess Aggregate Contributions. If so elected by the Employer in a supplement to the Participation Agreement, the Employer may include Qualified Nonelective Contributions in the Contribution Percentage Amounts. The Employer also may elect to use Elective Deferrals in the Contribution Percentage Amounts so long as the ADP test is met before the Elective Deferrals are used in the ACP test and continues to be met following the exclusion of those Elective Deferrals that are used to meet the ACP test.
  - (4) "Eligible Participant" shall mean any employee who is eligible to make an Elective Deferral (if the Employer takes such contributions into account in the calculation of the Contribution Percentage), or to receive a Matching Contribution (including forfeitures).
  - (5) "Employee Contribution" shall mean any contribution (other than Roth Contributions) made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is maintained under a separate account to which earnings and losses are allocated. The Plan does not permit Employee Contributions, so they are referenced here solely for purposes of the aggregation provisions in Section 8.7(c)(2).

- (6) "Excess Aggregate Contributions" shall mean, with respect to any Plan Year, the excess of:
- (A) The aggregate Contribution Percentage Amounts taken into account in computing the numerator of the Contribution Percentage actually made on behalf of each Highly Compensated Employee for such Plan Year, over
  - (B) The maximum Contribution Percentage Amounts permitted by the ACP test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of their Contribution Percentages beginning with the highest of such percentages).
- Such determination shall be made after first determining Excess Elective Deferrals pursuant to Section 8.2 and then determining Excess Contributions pursuant to Section 8.6.
- (7) "Matching Contribution" shall mean an Employer contribution made to this or any other defined contribution plan on behalf of a Participant on account of an Employee Contribution made by such Participant, or on account of a Participant's Elective Deferral, under a plan maintained by the Employer.

## **8.8 Testing Elections**

- (a) **Combination of Limitations.** The Committee may comply with the limitations of Sections 8.6 and 8.7 by combining contributions under the Plan with contributions under any other defined contribution plan maintained by an Employer or a Related Employer. Such combination shall be done in compliance with such guidelines, if any, established by the Secretary of the Treasury. To the extent permitted by applicable regulations issued by the Secretary of the Treasury, the Committee may also: (i) elect to take Pre-Tax Contributions and Roth Contributions into account in applying the actual contribution percentage test under Section 8.7; and (ii) elect to take Matching Contributions into account in applying the deferral percentage test under Section 8.6, if and to the extent such matching contributions constitute "qualified matching contributions" as defined in Treasury Regulation Section 1.401(k)-(6).
- (b) **Qualified Nonelective Contributions.** In the event the actual deferral percentage test under Section 8.6 and/or the actual contribution percentage test under Section 8.7 are not satisfied, the Employer may make a Qualified Nonelective Contribution for Non-Highly Compensated Employees who are eligible Employees in any amount necessary to satisfy or help to satisfy such tests. Such contribution shall be allocated as a percentage of the lowest paid Non-Highly Compensated Employee's Compensation up to the lower of: (i) the maximum amount contributable under the Plan; or (ii) the amount necessary to satisfy the actual deferral percentage test under Section 8.16 and/or the actual contribution percentage test under Section 8.7, as

applicable; provided, however, that in no event shall any such allocation to a Non-Highly Compensated Employee exceed the product of that Employee's Compensation and the greater of: (i) 5 percent; or (ii) two times the Plan's "representative contribution rate", as defined in Section 1.401(k)-2(a)(6)(iv) of the Treasury Regulations. If any Qualified Nonelective Contribution remains, allocation shall continue in the same manner to the next lowest paid Non-Highly Compensated Employee Participants until the Qualified Nonelective Contribution is exhausted. Qualified Nonelective Contribution made pursuant to this Section 8.8(b) shall in all respects be subject to the applicable limitations described in Treasury Regulation Sections 1.401(k)-2(a)(6) and 1.401(m)-2(a)(6).

- (c) **Other Operational Elections.** For purposes of satisfying the applicable coverage and nondiscrimination requirements under the Code, the Committee may apply any testing election available under the Code, Treasury regulations or other applicable guidance, including but not limited to: (i) separate testing for otherwise excludable employees under Code Section 410(b)(4)(B); and (ii) the elections available under Treasury Regulation Sections 1.401(k)-2(a)(1)(iii) and 1.401(m)-2(a)(1)(iii) of relating to early participation.
- (d) **Combination of Remedies.** A combination of the remedies and elections described in Sections 8.6, 8.7 and this Section 8.8 may be applied to confirm compliance with the actual deferral percentage test under Section 8.6 and the actual contribution percentage test under Section 8.7.
- (e) **Incorporation by Reference.** The actual deferral percentage test under Section 8.6 and the actual contribution percentage test under Section 8.7 shall be applied in accordance with the applicable provisions of Code Sections 401(k) and 401(m), including any limitations as may be imposed by applicable Treasury Regulations. For this purpose, the applicable provisions of Code Sections 401(k)(3) and 401(m)(2) and Treasury Regulation Sections 1.401(k)-2 and 1.401(m)-2 are hereby incorporated by reference.

## **8.9 Top Heavy**

- (a) **Application of Top-Heavy Provisions.**
  - (1) **Application by Employer.** The determination of whether the Plan is Top Heavy under this Section 8.9 is made separately with respect to each Employer (that is not a Related Employer) that participates in the Plan, taking into account only the Accounts of Employees of that Employer. If the Plan is top-heavy with respect to an Employer, the minimum contribution required under Section 8.9(c) is determined based solely on the Employees of the top-heavy Employer.
  - (2) **Single Plan Determination.** Except as provided in Section 8.9(a)(3), if as of a Determination Date, the sum of the amount of the Section 416 Accounts of Key Employees and the Beneficiaries of deceased Key Employees



exceeds 60 percent of the amount of the Section 416 Accounts of all Participants and Beneficiaries (excluding former Key Employees), the Plan is top-heavy, the provisions of this Section 8.9 shall become applicable.

(3) Aggregation Group Determination.

(A) If, as of a Determination Date, the Plan is part of an Aggregation Group that is top-heavy, the provisions of this Section 8.9 shall become applicable. Top-heaviness for purposes of this Section 8.9(a)(3) shall be determined with respect to the Aggregation Group in the same manner as described in Section 8.9(a)(2).

(B) If the Plan is top-heavy under Section 8.9(a)(2), but the Aggregation Group is not top-heavy, the Plan shall not be top-heavy and this Section 8.9 shall not be applicable.

(b) Definitions.

(1) “Aggregation Group” means (A) each qualified plan of the Employer or a Related Employer in which at least one Key Employee participates or participated at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years (regardless of whether the Plan has terminated), and (B) any other qualified plan of the Employer or a Related Employer which enables a plan described in (A) to meet the requirements of Code Sections 401(a)(4) or 410 (if and to the extent applicable). In addition, at the election of the Committee, the Aggregation Group may be expanded to include any other qualified plan maintained by an Employer or a Related Employer if such expanded Aggregation Group meets the requirements of Code Sections 401(a)(4) and 410 (if and to the extent applicable).

(2) “Determination Date” means the last day of the Plan Year immediately preceding the Plan Year for which top-heaviness is to be determined or, in the case of the first plan year of a new plan, the last day of such plan year.

(3) “Key Employee” means any Participant (including any deceased Participant) who at any time during the Plan Year that includes the “Determination Date” was:

(A) An officer of an Employer or a Related Employer having annual Code Section 415 Compensation greater than \$220,000 (as adjusted under section 416(i)(1) of the Code); provided, however, that no more than the lesser of:

(1) 50 Employees, or

(2) the greater of (i) three Employees or (ii) 10% of all Employees

shall be treated as officers;

- (B) A five-percent owner of an Employer or a Related Employer; or
- (C) A one percent owner of an Employer or a Related Employer having annual Code Section 415 Compensation of more than \$150,000.

The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder. Ownership shall be determined in accordance with Code Section 416(i)(1)(B) and (C).

(4) “Section 416 Account” means:

- (A) The amount credited as of a Determination Date to a Participant’s or Beneficiary’s account under the Plan and under any other qualified defined contribution plan that is part of an Aggregation Group (including amounts to be credited as of the Determination Date but that have not yet been contributed);
- (B) The present value of the accrued benefit credited to a Participant or Beneficiary under a qualified defined benefit plan that is part of an Aggregation Group; and
- (C) The amount of distributions to the Participant or Beneficiary under the Plan and any other plan that is part of an Aggregation Group (including a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i)) during the 1-year period ending on the Determination Date other than a distribution that is a tax-free rollover contribution (or similar transfer) that is not initiated by the Participant or that is contributed to a plan that is maintained by an Employer or a Related Employer (in the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting “5 year period” for “1 year period”); reduced by;
- (D) The amount of rollover contributions (or similar transfers) and earnings thereon credited as of a Determination Date under a plan forming part of an Aggregation Group that is attributable to a rollover contribution (or similar transfer) accepted after December 31, 1983, initiated by the Participant and derived from a plan not maintained by an Employer or a Related Employer.

The account of a Participant who was a Key Employee and who subsequently meets none of the conditions of Section 8.9(b)(3) for the Plan Year containing the Determination Date is not a Section 416 Account and shall be excluded from all computations under this Section 8.9.

Furthermore, if a Participant has not performed any service for an Employer or a Related Employer during the 1-year period ending on the Determination Date, any account of such Participant (and any accrued benefit for such Participant) shall not be taken into account in computing top-heaviness under this Section 8.9.

- (c) Minimum Contribution.
  - (1) General. If, with respect to an Employer, the Plan is determined to be top-heavy under the provisions of Section 8.9(a) with respect to a Plan Year, the sum of Employer contributions and forfeitures under all qualified defined contribution plans allocated to the accounts of each Participant in the Aggregation Group who is not a Key Employee (determined without regard to whether such Participant completed any minimum period of service or made required contributions) and is an Employee on the last day of the Plan Year shall not be less than three percent of such Participant's Section 415 Compensation. The minimum contribution described in this Section 8.9(c)(1) shall only apply to Participants who are Employees of the affected Employer for whom the top-heavy determination is made. This Section 8.9(c) shall not be applicable with respect to a Participant who is also covered under a defined benefit plan maintained by an Employer or a Related Employer that provides the benefit specified by Code Section 416(c)(1).
  - (2) Exception. The contribution rate specified in Section 8.9(c)(1) shall not exceed the percentage at which Employer contributions and forfeitures are allocated under the plans of the Aggregation Group to the account of the Key Employee for whom such percentage is the highest for the Plan Year. For the purpose of this Section 8.9(c)(2), the percentage for each Key Employee shall be determined by dividing the Employer contributions and forfeitures for the Key Employee by the amount of his total Code Section 415 Compensation for the year.
- (d) Minimum Vesting. The vesting schedule described in Section 7.1 satisfies the vesting requirements applicable to top-heavy plans under Code Section 416(b)(1)(B).
- (e) Collective Bargaining Agreements. The requirements of Section 8.9(c) shall not apply with respect to any Employee included in a unit of Employees covered by a collective bargaining agreement between Employee representatives and an Employer or a Related Employer if retirement benefits were the subject of good faith bargaining between such Employee representatives and such Employer or a Related Employer.

## SECTION 9

### PAYMENTS

#### 9.1 Forms of Payment

Subject to Sections 9.2 and 9.6, after each Participant's Severance from Employment, the Participant shall have the right to elect that the value of their Accounts be paid to or for the benefit of the Participant or their Spouse or Beneficiary in one or more of the following forms of payment (in the event of the Participant's death prior to the commencement of benefits, the Spouse or Beneficiary may, subject to Sections 9.2 and 9.6, select from one of the following forms of payment):

- (a) **Lump Sum.** A Participant may to receive elect a lump sum distribution of their Accounts.
- (b) **Partial Withdrawal.** A Participant may elect to receive a withdrawal of a portion of their Accounts in a single distribution.
- (c) **Installments.** A Participant may elect to receive monthly, quarterly, semi-annual or annual installments in a specified amount or over a specified number of years, provided, however, that:
  - (1) with respect to distributions that commenced prior to February 27, 2023, a Participant could have elected to receive monthly, quarterly, semi-annual or annual installments during a period not to exceed: (i) the life expectancy of the Participant or the joint life expectancy of the Participant and their Beneficiary determined at the date payments began, or (ii) the lesser of 10 years or the period elected in Subparagraph 9.1(c)(1)(i); and
  - (2) if and to the extent an Investment Fund requires that installment payments be permitted over the life expectancy of the Participant or the joint life expectancy of the Participant and their Beneficiary, then such installment payments shall continue to be permitted solely to the extent required under the Investment Fund.
- (d) **Partial Withdrawal and Installments.** A Participant may elect to receive a withdrawal of a portion of their Accounts in a single distribution and to receive the remaining balance of their Accounts in monthly, quarterly, semi-annual or annual installments paid in accordance with Subparagraph 9.1(c).
- (e) **Partial Withdrawals During Installment Period.** A Participant who elected to receive installments under Subparagraphs 9.1(c) or 9.1(d) may elect to convert all or a portion of the remaining balance in their Accounts from periodic installments to a single or partial lump sum distribution.

An application for a distribution must be made through an Approved Form of Election, and shall be subject to such rules and procedures as may be established by the Committee.

## **9.2 Small Account Distribution to Non-Clergy**

Notwithstanding any other provision of this SECTION 9 to the contrary, the following paragraph shall apply to a Participant (who is not identified by the Committee as a minister serving Unitarian Universalism) if the vested value of their Accounts does not exceed \$7,000 (excluding the balance of their Rollover Contribution Account) and they do not make a distribution election within the time frame established by the Committee.

If a Participant (who is not identified by the Committee as a minister serving Unitarian Universalism) incurs a Severance from Employment and if the vested value of their Accounts (excluding the value of their Rollover Contribution Account) does not exceed \$7,000, such vested value (which will also include the value of their Rollover Contribution Account) shall be paid in a direct rollover to an individual retirement plan designated by the Committee in accordance with rules and procedures established by the Committee, unless the Participant otherwise elects to have the value of their Accounts paid in a single payment in cash or rolled over to an eligible retirement plan in accordance with Section 9.3. If the Participant's Accounts are payable to a Beneficiary or Alternate Payee, the foregoing rules shall apply to the Beneficiary or Alternate Payee, as applicable.

## **9.3 Direct Rollover of Eligible Rollover Distribution**

If payment of a Participant's benefits constitutes an Eligible Rollover Distribution, then the Participant or other Eligible Distributee may elect to have such distribution paid directly to an Eligible Retirement Plan.

- (a) Eligible Distributee means (i) an Employee or former Employee, (ii) an Employee's or former Employee's surviving Spouse, (iii) the Employee's or former Employee's Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, and (iv) an individual who is a non-Spouse designated Beneficiary (as defined by Code Section 401(a)(9)(E)) of the Employee or former Employee.
- (b) Eligible Retirement Plan means (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), (iii) an annuity plan described in Code Section 403(a), (iv) a qualified plan described in Code Section 401(a), (v) an annuity contract described in Code Section 403(b), (vi) an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or (vii) a Roth individual retirement account or annuity as described in Code Section 408A. If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth account, an eligible retirement plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth individual retirement account or annuity of such individual. The definition of an 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. In the case of a non-Spouse designated Beneficiary, an Eligible Retirement Plan includes only an individual retirement account or annuity described in Code Section 408(a) or (b) or 408A, solely to the extent permitted under Code Section 402(c)(11) and the Treasury Regulations and other guidance issued thereunder.

- (c) Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the Eligible Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Eligible Distributee or the joint lives (or joint life expectancies) of the Eligible Distributee and the Eligible Distributee's designated Beneficiary, or for a specified period of ten years or more, (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9), (iii) any distribution made on account of financial hardship, and (iv) any other distribution(s) that is reasonably expected to total less than \$200 during a year; (v) any corrective distribution of excess amounts under Code Sections 402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto; (vi) loans that are treated as deemed distributions under Code Section 72(p); (vii) the costs of life insurance coverage; (viii) permissible withdrawals from eligible automatic contribution arrangements under Code Section 414(w). For purposes of the \$200 rule, a distribution from a designated Roth account and a distribution from other accounts under the Plan are treated as made under separate plans. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code Section 408(a) or a Roth individual retirement account or annuity described in Section 408A of the Code, or (ii) a qualified plan or an annuity contract described in Code Sections 401(a) and 403(b) of the Code, respectively, that agree to separately account for amounts so transferred (and earnings thereon), 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. Notwithstanding the foregoing, a distribution from a Roth Contributions Account or a Roth Rollover Contributions Account shall only be made to another designated Roth account under an applicable retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

#### **9.4 In-Plan Roth Rollovers/Transfers**

This Section 9.4 is effective as of January 1, 2026.

- (a) The following definitions apply for purposes of this Section 9.4:

- (1) In-Plan Roth Rollover. An In-Plan Roth Rollover means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Contributions Account, into an In-Plan Roth Rollover Account, in accordance with Code Section 402A(c)(4). An In-Plan Roth Rollover may be made with respect to amounts that are permitted to be distributed in an eligible rollover distribution from a Participant's Plan Account, whether or not such amounts are eligible for distribution under the terms of the Plan. In-Plan Roth Rollovers will be administered as provided by IRS guidance and the provisions of this Section 9.4.
  - (2) In-Plan Roth Transfer. An In-Plan Roth Transfer means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Contributions Account, into an In-Plan Roth Transfer Account, in accordance with Code Section 402A(c)(4). An In-Plan Roth Transfer may be made only with respect to amounts that are not distributable under the terms of the Plan. To the extent necessary, sub-accounts may be established based on the source of the In-Plan Roth Transfer. In-Plan Roth Transfers will be administered as provided by IRS guidance and the provisions of this Section 9.4.
- (b) A Participant may make an In-Plan Roth Rollover and/or an In-Plan Roth Transfer from all or a portion of the Participant's vested Account; provided that the Committee may establish limitations on eligibility to make In-Plan Roth Rollovers and/or In-Plan Roth Transfers (including but not limited to a limit on the maximum number of such Rollovers and/or Transfers) and any In-Plan Roth Rollover/Transfer must be completed in accordance with any procedural requirements or restrictions established by the Committee.
- (1) A Participant's outstanding loan balance is not eligible for In-Plan Roth Rollover and/or an In-Plan Roth Transfer.
  - (2) The minimum amount that may be rolled over as an In-Plan Roth Rollover and/or an In-Plan Roth Transfer is \$1,000.
- (c) For purposes of eligibility for an In-Plan Roth Rollover/Transfer, the Plan will treat a Participant's surviving Spouse Beneficiary or alternate payee Spouse or former Spouse who is not an Employee as a Participant. A non-Spouse Beneficiary may not make an In-Plan Roth Rollover/Transfer.
- (d) A Participant may withdraw amounts from the Participant's In-Plan Roth Rollover/Transfer Account only when the Participant is eligible for a distribution from the source of the In-Plan Roth Rollover/Transfer. In Plan Roth Rollover/Transfer does not accelerate or eliminate any distribution rights or restrictions on amounts that a Participant elects to treat as an In-Plan Roth Rollover/Transfer.

## 9.5 Designation of Beneficiary

At any time before payment of a Participant's Accounts or, if installment payments have begun, then at any time before payment of the last installment, a Participant may designate a Beneficiary or Beneficiaries (who may be executors or trustees and who shall be the same person or persons for each of the Participant's Accounts) on an Approved Form of Election. The Participant may change or revoke any such designation on an Approved Form of Election at any time before payment of their Accounts or, if installment payments have begun, then at any time before payment of the last installment.

A Participant's Spouse shall in all cases be deemed to be their Beneficiary unless (i) the Participant has filed an Approved Form of Election designating a non-Spouse Beneficiary, (ii) the Spouse of the Participant has consented in writing to such designation, (iii) the consent acknowledges the effect of the designation and is witnessed by a notary public, and (iv) such election designates a Beneficiary that may not be changed without further spousal consent, unless the Spouse executed a general written consent expressly permitting changes of the Beneficiary without any requirement of further consent of the Spouse. Notwithstanding the foregoing, the spousal consent requirements shall not apply if the Participant establishes to the satisfaction of the Committee that such written consent may not be obtained because there is no Spouse, the Spouse cannot be located, or other circumstances (such as described in Treasury Regulations under Code Sections 401(a)(11) and 417 (which are referred to solely for reference purposes, but which are not directly applicable to the Plan)) preclude the necessity of the Spouse's consent. If the Spouse of a Participant is legally incompetent to give consent, such consent may be given by the Spouse's legal guardian, which shall include the Participant if they are the Spouse's legal guardian. If the Participant is legally separated or has been abandoned, as provided by a court order, spousal consent shall not be required, except where required provided by a Qualified Domestic Relations Order.

Upon a Participant's death, a Beneficiary may designate a secondary Beneficiary or Beneficiaries to receive payment of the Participant's Accounts upon the primary Beneficiary's death. Such designation must be made on an Approved Form of Election prior to entire payment of the Participant's Accounts.

If a deceased Participant failed to designate a Beneficiary as provided above, or if the Beneficiary dies before the Participant or before complete payment of the Participant's Accounts, the Participant's Accounts shall be distributed in the following order.

- (a) To the Participant's surviving Spouse (determined as of the date of the Participant's death).
- (b) If Paragraph (a) does not apply because the Participant does not have a Spouse on the date of their death, to the Participant's partner in a legally valid civil union or state-registered domestic partnership.
- (c) If Paragraph (a) does not apply because the Participant does not have a Spouse on the date of their death and Paragraph (b) does not apply because the Participant does not have a partner described in Paragraph (b) on the date of their death, to the



legal representative or representatives of the estate of the last to die of the Participant and the Participant's designated Beneficiary (the "Surviving Payee") or, if an estate is not opened on behalf of the Participant or Beneficiary, to the duly authorized individual properly designated by any applicable small estate affidavit or similar documentation issued pursuant to applicable state law.

A Beneficiary or other individual or entity seeking to receive payment of a Participant's Accounts due to the Participant's death must provide all documentation required by the Committee to support the claim for payment.

## **9.6 Minimum Distribution Requirements**

### **(a) General Rules**

- (1) The requirements of this Section 9.6 shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan.
- (2) All distributions required under this Section 9.6 shall be determined and made in accordance with the regulations under Code Section 401(a)(9) and the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G).
- (3) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single sum, may only be made over a period not extending beyond the life expectancy of the Participant or the joint life and last survivor expectancy of the Participant and the designated Beneficiary.

### **(b) Time and Manner of Distribution.**

- (1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- (2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (A) Subject to the provisions of Section 9.6(d)(4), if the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the Applicable Age, if later.

- (B) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary:
  - (1) If the Participant dies prior to January 1, 2020, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
  - (2) If the Participant dies on or after January 1, 2020, then distributions will commence in accordance with the rules described in Section 9.6(d)(4).
- (C) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (D) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse are required to begin, this Section 9.6(b)(2), other than Section 9.6(b)(2)(A), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 9.6(b)(2) and Section 9.6(d), unless Section 9.6(b)(2)(D) applies, distributions are considered to begin on the Participant's required beginning date. If Section 9.6(b)(2)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 9.6(b)(2)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 9.6(b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 9.6(c) and 9.6(d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the regulations.

- (c) Required Minimum Distributions During Participant's Lifetime.
  - (1) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
    - (A) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
    - (B) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.
  - (2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 9.6(c) beginning with the first distribution calendar year and continuing up to, and including, the distribution calendar year that includes the Participant's date of death.
  - (3) A Participant who is otherwise eligible to receive a distribution may elect at any time to receive any portion of the Participant's in excess of the minimum amount required to be paid pursuant to this Section 9.6(c).
- (d) Required Minimum Distributions After Participant's Death.
  - (1) Death Prior to January 1, 2020, On or After Date Distributions Begin.
    - (A) Participant Survived by Designated Beneficiary. If the Participant dies prior to January 1, 2020, on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:
      - (1) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

- (2) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.
    - (3) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
  - (B) No Designated Beneficiary. If the Participant dies prior to January 1, 2020, on or after the date distributions begin and there is no designated Beneficiary as of the September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (2) Death On or After January 1, 2020, On or After Date Distributions Begin.
  - (A) Participant Survived by Designated Beneficiary. If the Participant dies on or after January 1, 2020, on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:
    - (1) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
    - (2) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, the applicable distribution period is measured by the surviving Spouse's life expectancy using the surviving Spouse's birthday for each distribution

calendar year after the calendar year of the Participant's death. The surviving Spouse's remaining life expectancy is redetermined each distribution calendar year using the surviving Spouse's age as of the surviving Spouse's birthday in that distribution calendar year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

- (3) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary and there is an eligible designated Beneficiary, the eligible designated Beneficiary's remaining life expectancy is calculated using the age of the eligible designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
  - (4) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary and there is no eligible designated Beneficiary, the entire interest must be distributed by the end of the calendar year that includes the tenth anniversary of the date of the Participant's death. In addition, if there is a designated Beneficiary but not an eligible designated Beneficiary, distributions must begin by December 31 of the calendar year immediately following the calendar year in which the Participant died based on the longer of the life expectancy of the designated Beneficiary or the deceased Participant. However, for the 2021 and 2022 calendar years, distributions are not required.
- (B) No Designated Beneficiary. If the Participant dies on or after January 1, 2020, on or after the date distributions begin and there is no designated Beneficiary as of the September 30 of the year after the year of the Participant's death, such as where no individual is named as the Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (3) Death Prior to January 1, 2020, Before Date Distributions Begin
    - (A) Participant Survived by Designated Beneficiary. If the Participant dies prior to January 1, 2020, before the date distributions begin and

there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 9.6(d)(1).

(B) No Designated Beneficiary. If the Participant dies prior to January 1, 2020, before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies prior to January 1, 2020, before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 9.6(b)(2)(A), this Section 9.6(d)(3) will apply as if the surviving Spouse were the Participant.

(4) Death on or after January 1, 2020, Before Distributions Begin

(A) General Rule.

(1) Effective for calendar years beginning before January 1, 2024, if the Participant dies on or after January 1, 2020, before the date distribution begins and the surviving Spouse is the sole Beneficiary, distribution must begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the Applicable Age, if later.

(i) If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 9.6(d)(4)(A), this Section 9.6(d)(4) will apply as if the surviving Spouse were the Participant.

(2) Effective for calendar years beginning after December 31, 2023, if the Participant dies on or after January 1, 2020, before the date distributions begin, the Participant's

surviving Spouse is the Participant's designated Beneficiary, and the surviving Spouse elects (or is deemed to elect) the treatment described in this Section 9.6(d)(4)(A)(2) (in accordance with any procedures and subject to any limitations established by the Committee):

- (i) the Plan shall treat the surviving Spouse as though the surviving Spouse were the Participant,
- (ii) the date on which the distributions are required to begin under this Section 9.6(d)(4) rules shall not be earlier than the year the Participant would have attained the Applicable Age,
- (iii) if the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 9.6(d)(4) will be applied as if the surviving Spouse were the Participant, and
- (iv) if the surviving Spouse is the sole designated Beneficiary, then the applicable distribution period for distribution calendar years after the distribution calendar year including the Participant's date of death is determined under the Uniform Lifetime Table described in Treasury Regulation Section 1.401(a)(9)-9.

If the surviving Spouse does not elect (or is not deemed to elect) the treatment described in this Section 9.6(d)(4)(A)(2), then distribution must begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

The intent of this Section 9.6(d)(4)(A)(2) is to reflect compliance with the provisions of Section 327 of the SECURE 2.0 Act of 2022 and guidance thereunder and shall be interpreted and applied in a manner consistent with such intent.

- (B) Participant Survived by Eligible Designated Beneficiary. If the Participant dies on or after January 1, 2020, before the date distributions begin and there is an eligible designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is determined initially using the Beneficiary's age as of his birthday in the calendar year following the calendar year of the Participant's death. For subsequent calendar years, the designated Beneficiary's remaining

life expectancy is determined by reducing that initial life expectancy by one for each calendar year that has elapsed after the first calendar year.

- (1) Death of Eligible Designated Beneficiary. If the Participant dies before the date distributions begin and is survived by an eligible designated Beneficiary and the surviving eligible designated Beneficiary dies before receiving distribution of the eligible designated Beneficiary's entire interest in the Participant's Account, distribution of the remainder of such interest will be completed by December 31 of the calendar year containing the tenth anniversary of the eligible designated Beneficiary's death.
  - (2) Attainment of Age of Majority. An individual who is the Participant's child shall cease to be an eligible designated Beneficiary as of the date the individual reaches the age of majority (as defined for purposes of Code Section 401(a)(9)(F)) and distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the tenth anniversary of the individual reaching the age of majority.
- (C) Participant Survived by Designated Beneficiary. If the Participant dies on or after January 1, 2020, before the date distributions begin and there is a designated Beneficiary but not an eligible designated Beneficiary, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the tenth anniversary of the Participant's death. No required minimum distributions are required to be distributed prior to that date.
- (D) No Designated Beneficiary. If the Participant dies on or after January 1, 2020, before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (e) Definitions
- (1) Applicable Age.
    - (A) In the case of an individual who attains age 70½ before January 1, 2020, the Applicable Age is 70½.
    - (B) In the case of an individual who attains age 70½ after December 31, 2019, and age 72 before January 1, 2023, the Applicable Age is 72.



- (C) In the case of an individual who attains age 72 after December 31, 2022, and age 73 before January 1, 2033, the Applicable Age is 73.
  - (D) In the case of an individual who attains age 73 after December 31, 2032, the Applicable Age is 75.
- (2) Designated Beneficiary. The individual who is designated by the Participant (or the Participant's surviving Spouse) as the Beneficiary of the Participant's interest under the Plan and who is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-4.
  - (3) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 9.6(b)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.
  - (4) Eligible Designated Beneficiary. An eligible designated Beneficiary is the individual designated by the Participant and who will receive the Participant's interest under the Plan and who is:
    - (A) the Participant's surviving Spouse;
    - (B) the Participant's child who has not reached the age of majority (as defined for purposes of Code Section 401(a)(9)(F));
    - (C) an individual who is disabled, as defined in Code Section 72(m)(7);
    - (D) a chronically ill individual, as defined in Code Section 401(a)(9)(E)(ii)(IV); and
    - (E) an individual not described in (A) – (D) above who is not more than 10 years younger than the Participant.
  - (5) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.
  - (6) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar

year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

- (A) Effective for taxable years beginning after December 31, 2023, the requirements of Code Section 401(a)(9)(A) (regarding the minimum distribution requirements applicable during a Participant's lifetime) and the incidental death benefit requirements of Code Section 401(a) shall not apply to any designated Roth account in the Plan. This amendment shall not apply to distributions which are required with respect to years beginning before January 1, 2024, but are permitted to be paid on or after such date. The intent of this Section 9.6(e)(6)(A) is to reflect compliance with the provisions of Section 325 of the SECURE 2.0 Act of 2022 and guidance thereunder and shall be interpreted and applied in a manner consistent with such intent. This provision will not apply to distribution calendar years beginning after the Participant's death.
  
- (7) Required Beginning Date: The required beginning date of a Participant is April 1 of the calendar year following the later of the calendar year in which the Participant attains the Applicable Age or the calendar year in which the Participant retires, except that benefit distributions to a 5-percent owner (as such term is defined in Code Section 401(a)(9)(C)(ii)) must commence by April 1 of the calendar year following the calendar year in which the Participant attains the Applicable Age (provided, however, that the rule applicable to 5-percent owners shall not apply: (i) pursuant to Code Section 401(a)(9)(C)(iv), to any Employer that is a church (as defined in Code Section 3121(w)(3)(A)) or qualified church-controlled organization (as defined in Code Section 3121(w)(3)(B)); and (ii) to any Employer that is not organized in such a way that any person would own or be considered to own more than 5-percent of the outstanding stock, capital interest or profits interest in such Employer.)

## **9.7 Missing Persons**

Except as otherwise required by applicable law, the Employers and the Committee shall not be required to search for or locate a Participant, Spouse, Alternate Payee or Beneficiary. Each Participant, Spouse, Alternate Payee, and Beneficiary must file with the Committee from time to time in writing their post office address and each change of post office address. Any communication, statement, or notice addressed to a Participant, Spouse, Alternate Payee, or Beneficiary at the last post office address filed with the Committee, or if no address is filed with the Committee, then in the case of a Participant, at the Participant's last post office address as

shown on the Employers' records, shall be considered a notification for purposes of the Plan and shall be binding on the Participant, Spouse, Alternate Payee and Beneficiary for all purposes of the Plan. If the Committee notifies a Participant, Spouse, Alternate Payee, or Beneficiary, and if such person fails to claim Plan benefits or make such person's whereabouts known to the Committee within two years after the notification, the benefits of the Participant, Spouse, or Beneficiary may be disposed of, to the extent permitted by applicable law, by one or more of the following methods: (a) by retaining such benefits in the Plan; (b) by paying such benefits to a court of competent jurisdiction for judicial determination of the right thereto; (c) by forfeiting such benefits in accordance with procedures established by the Committee. If a Participant, Spouse, Alternate Payee or Beneficiary is subsequently located, such benefits shall be restored to the Participant, Spouse, Alternate Payee or Beneficiary under the Plan; or (d) by any equitable manner permitted by law under rules adopted by the Committee. The Committee may charge to the Account of a Participant or Beneficiary the reasonable expenses incurred with respect to the activities described in this Section 9.7, without regard to whether the Participant or Beneficiary is actually located or receives a distribution.

### **9.8 Recovery of Benefits**

In the event a Participant, Spouse, Alternate Payee, or Beneficiary receives a benefit payment from the Plan that is in excess of the benefit payment that should have been made to such Participant, Spouse, Alternate Payee, or Beneficiary or in the event a person other than a Participant, Spouse, Alternate Payee, or Beneficiary receives an erroneous payment from the Plan, the Committee shall have the right, on behalf of the Plan, to recover the amount of the excess or erroneous payment from the recipient. To the extent permitted under applicable law, the Committee may, at its option, deduct the amount of such excess or erroneous payment from any future benefits payable on behalf of a Participant, regardless of whether such amount would otherwise be paid to a Participant, Spouse, or Alternate Payee, Beneficiary who did not receive the overpayment.

### **9.9 Facility of Payment**

The Committee has no duty to make inquiry as to the competence of any person entitled to receive payments under the Plan. However, when, in the Committee's opinion, a person entitled to benefits under the Plan is under legal disability, or, in the Committee's opinion, is in any way incapacitated so as to be unable to manage their financial affairs, the Committee may direct the Trustee to pay the benefits to such person, such person's legal representative, or to a relative or friend of such person for such person's benefit, or the Committee may direct the application of such benefits for the benefit of such person. The Committee may also withhold distribution until instructed by a court of competent jurisdiction (in which case the Committee has the right to be reimbursed from the benefits at issue for any legal fees and costs incurred). The decision of the Committee, in each case, will be final, binding, and conclusive upon all interested persons. The Committee will not be obligated to see to the proper application or expenditure of any payment so made.

Any payment made in accordance with this Section shall be a full and complete discharge of any liability for such payment under the Plan. The Committee (and any other individual or entity associated with the Plan) shall not have any liability with respect to payments so made.

## **9.10 Designation of Housing Allowance**

The Board of Trustees may designate the amount of payments to be made to a Participant from the Plan which is eligible to be treated as housing allowance under Code Section 107. Only amounts paid to a Participant who is a minister of the gospel within the meaning of Code Section 107 may be designated as housing allowance under this Section 9.10. It is the responsibility of the Participant to claim the housing allowance and to verify its eligibility under the Code for exclusion from taxable income.

## **SECTION 10**

### **IN-SERVICE WITHDRAWALS AND ADDITIONAL WITHDRAWALS**

#### **10.1 Withdrawals Upon Attainment of Age 59½**

Subject to Section 10.9, before a Severance from Employment, but after attainment of age 59½, a Participant may withdraw of all or any portion of the balance in their Accounts.

#### **10.2 Withdrawals on Account of Disability**

Subject to Section 10.9, a Participant who is incurs a Disability prior to Severance from Employment may withdraw all or any portion of the balance in their Accounts.

#### **10.3 Distributions To Individuals Performing Military Service**

Subject to Section 10.9, a Participant who is performing qualified military service described in Code Section 414(u)(5) for more than 30 days shall be treated as having incurred a Severance from Employment for purposes of receiving a distribution from their Pre-Tax Contribution Account and Roth Contribution Account. If such Participant elects to receive a distribution from their Pre-Tax Contribution Account and/or Roth Contribution Account, the Participant cannot make Elective Deferrals for six months following election and payment of such distribution.

#### **10.4 Withdrawals of Rollover Contributions**

Subject to Section 10.9, a Participant may withdraw all or any portion of the balance in their Rollover Contribution Account and/or Roth Rollover Contribution Account at any time.

#### **10.5 Withdrawals on Account of Hardship**

Subject to Section 10.9, a Participant may withdraw all or any portion of the balance in their Accounts on account of an immediate and heavy financial need of a type described in (a) below provided the withdrawal is necessary to satisfy the immediate and heavy financial need as determined in accordance with (b) below.

- (a) A financial need will be considered immediate and heavy only if it is attributable to:
  - (1) Expenses incurred for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to the limitations in Code Section 213(a) relating to the applicable percentage of adjusted gross income and the recipients of the medical care);
  - (2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

- (3) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Participant, the Participant's Spouse, child or dependent (as defined in Code Section 152 without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B));
  - (4) Payments necessary to prevent the eviction of, or a foreclosure on the mortgage of, the Participant's principal residence the Participant's principal residence;
  - (5) Payments for funeral or burial expenses for the Participant's deceased parent, Spouse, child or dependent (as defined in Code Section 152 without regard to Code Section 152(d)(1)(B));
  - (6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to Code Section 165(h)(5) and whether the loss exceeds 10 percent of adjusted gross income);
  - (7) Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or
  - (8) Such other financial need which the Commissioner of Internal Revenue, through the publication of revenue rulings, notices or other documents of general applicability, deems to be immediate and heavy.
- (b) A withdrawal will be considered necessary to satisfy an immediate and heavy financial need only if all of the following conditions are satisfied:
- (1) The withdrawal is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);
  - (2) The Participant has obtained all other currently available distributions, other than hardship distributions, under this Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer or a related employer described in Code Section 414(b), (c), (m) or (o); and
  - (3) the Participant has provided to the Committee a representation in writing (including by using an electronic medium or other form as authorized in applicable guidance and permitted by the Committee), that the Participant has insufficient cash or other liquid assets reasonably available to satisfy the

need, and the Committee does not have actual knowledge that is contrary to the representation.

The Committee may provide for additional conditions to demonstrate that a distribution is necessary to satisfy an immediate and heavy financial need of a Participant.

- (c) As permitted pursuant to Section 312 of the SECURE 2.0 Act of 2022 and applicable guidance thereunder, in determining whether a distribution is upon the hardship of a Participant, the Committee, in the absence of the Committee's actual knowledge to the contrary, may rely on a written certification by the Participant (including by using an electronic medium or other form as authorized in applicable guidance and permitted by the Committee) that the distribution is on account of a financial need of a type that is deemed in regulations prescribed by the Secretary to be an immediate and heavy financial need (as described in Section 10.4(a)) and is not in excess of the amount required to satisfy such financial need, and that the Participant has no alternative means reasonably available to satisfy such financial need.
- (d) As permitted pursuant to Section 331 of the SECURE 2.0 Act of 2022 and applicable guidance thereunder, a Participant who, during the period beginning 180 days before the first day of the Incident Period of a Qualified Disaster (as those terms are defined in Section 10.8) and ending on the date which is 30 days after the last day of such Incident Period, received a hardship withdrawal to purchase or construct a principal residence in a Disaster Area (as defined in Section 10.7), but who, on account of the disaster, did not use the funds to purchase or construct a principal residence, may make one or more contributions to the Plan, as rollover contributions, during the period beginning on the first day of the Incident Period of such Qualified Disaster and ending on the date which is 180 days after the Applicable Date (as defined in Section 10.8) with respect to such disaster, in an aggregate amount not to exceed the amount of such hardship withdrawal.

## **10.6 Qualified Birth or Adoption Distributions.**

- (a) As permitted pursuant to Section 113 of the Setting Every Community Up for Retirement Enhancement Act of 2019 and applicable guidance thereunder, a Participant may elect to receive a Qualified Birth or Adoption Distribution from the Participant's Accounts subject to Section 10.9 and other applicable Plan provisions and the provisions of the Setting Every Community Up for Retirement Enhancement Act of 2019 and applicable guidance thereunder.
  - (1) A Qualified Birth or Adoption Distribution is any distribution of up to \$5,000 from the Plan to a Participant if made during the 1-year period beginning on the date the child of the Participant is born or the legal adoption by the Participant of an Eligible Adoptee is finalized.

- (2) An “Eligible Adoptee” is defined as any individual who has not attained age 18 or is physically or mentally incapable of self-support. An individual is physically or mentally incapable of self-support if they are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration.
- (b) A distribution of up to \$5,000 for each child can be made with respect to multiple births and adoptions if the distribution is made within the 1-year period following the date on which the children are born, or the adoptions are finalized. The \$5,000 limit shall be reduced by Qualified Birth or Adoption Distributions to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code Section 414(b), (c), (m) or (o).
- (c) The Committee may rely on an individual’s reasonable representation that the individual is eligible to receive a Qualified Birth or Adoption Distribution unless the Committee has actual knowledge to the contrary.
- (d) A Qualified Birth or Adoption Distribution is not an eligible rollover distribution for purposes of the obligation to permit a direct rollover under Code Section 401(a)(31), the notice requirement of Code Section 402(f) or the mandatory withholding rules of Code Section 3405(c)(1).
- (e) A Participant who received one or more Qualified Birth or Adoption Distributions under the Plan is entitled to recontribute the distribution(s) (not to exceed the amount of the distributions) at any time during the 3-year period beginning on the day after the date on which such distribution was received, if the Participant is eligible to make a rollover contribution to the Plan at the time of recontribution. A Participant who makes a recontribution to the Plan within the 3-year period described above will be treated as having received the distribution in an eligible rollover distribution and as having transferred the amount to the Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

#### **10.7 Distribution in Case of Domestic Abuse.**

- (a) As permitted pursuant to Section 314 of the SECURE 2.0 Act of 2022 and applicable guidance thereunder, a Participant may elect to receive a Distribution in Case of Domestic Abuse from the Participant’s Accounts subject to Section 10.10 and other applicable Plan provisions and the provisions of the SECURE 2.0 Act of 2022 and applicable guidance thereunder.
- (b) A Distribution in Case of Domestic Abuse is a distribution made to a Participant during the 1-year period beginning on any date that the Participant is a victim of domestic abuse by a Spouse or domestic partner. To be eligible to receive a Distribution in Case of Domestic Abuse, the Participant must certify that a



distribution satisfies the conditions for such distribution to be a Distribution in Case of Domestic Abuse.

- (c) For purposes of this Section, the term “domestic abuse” means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim’s ability to reason independently, including by means of abuse of the victim’s child or another family member living in the household.
- (d) The amount which may be treated as a Distribution in Case of Domestic Abuse by a Participant from this Plan and any other plans maintained by the Employer (and any member of any controlled group which includes the Employer, determined as provided in Code Section 72(t)(2)(H)(iv)(II)) shall not exceed amount equal to the lesser of:
  - (1) \$10,000; or
  - (2) fifty percent of the Participant’s total vested Account under the Plan.

The dollar amount described in (1) above will be increased for cost of living adjustments in accordance with Code Section 1(f)(3) for taxable years beginning on or after January 1, 2025.

- (e) A Distribution in Case of Domestic Abuse is not an eligible rollover distribution for purposes of the obligation to permit a direct rollover under Code Section 401(a)(31), the notice requirement of Code Section 402(f) or the mandatory withholding rules of Code Section 3405(c)(1).
- (f) A Participant who received one or more Distributions in Case of Domestic Abuse is entitled to recontribute the distribution(s) (not to exceed the amount of the distributions) at any time during the 3-year period beginning on the day after the date on which such distribution was received, if the Participant is eligible to make a rollover contribution to the Plan at the time of recontribution. A Participant who makes a recontribution to the Plan within the 3-year period described above will be treated as having received the Distributions in Case of Domestic Abuse in an eligible rollover distribution and as having transferred the amount to the Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

## **10.8 Qualified Disaster Distributions**

- (a) As permitted pursuant to Section 331 of the SECURE 2.0 Act of 2022 and applicable guidance thereunder, a Participant may elect to receive a Qualified Disaster Distribution from the Participant’s Accounts subject to Section 10.10 and other applicable Plan provisions and the provisions of the SECURE 2.0 Act of 2022 and applicable guidance thereunder.
- (b) A Qualified Disaster Distribution is a distribution to a Qualified Individual with respect to a Qualified Disaster made on or after the first day of the Incident Period

of a qualified disaster and before the date that is 180 days after the Applicable Date with respect to such disaster.

- (c) The following definitions apply for purposes of this Section 10.8:
- (1) A “Qualified Disaster” is a disaster with respect to which a major disaster has been declared by the President under Section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act after December 27, 2020.
  - (2) With respect to a Qualified Disaster, the “Disaster Area” is the area with respect to which the Qualified Disaster was declared.
  - (3) With respect to a Qualified Disaster, the “Incident Period” is the period specified by the Federal Emergency Management Agency as the period during which the Qualified Disaster occurred.
  - (4) With respect to a Qualified Disaster, the “Applicable Date” is the latest of (1) December 29, 2022, (2) the first day of the Incident Period for the disaster, or (3) the date of the disaster declaration.
  - (5) With respect to a Qualified Disaster, a “Qualified Individual” is an individual whose principal place of abode during the Incident Period of the Qualified Disaster was located in the Disaster Area, and who sustained an economic loss by reason of the Qualified Disaster. Participants, alternate payees and beneficiaries of deceased Participants can be treated as Qualified Individuals. The Committee may rely on an individual’s certification that the individual satisfies a condition to be a Qualified Individual unless the Committee has actual knowledge to the contrary.
- (d) The aggregate amount of distributions received by a Qualified Individual from this Plan and any other plans maintained by the Employer (and any member of any controlled group which includes the Employer, determined as provided in Code Section 72(t)(11)(B)(iii)) which may be treated as Qualified Disaster Distributions with respect to any Qualified Disaster in all taxable years shall not exceed \$22,000.
- (e) A Qualified Disaster Distribution is not an eligible rollover distribution for purposes of the obligation to permit a direct rollover under Code Section 401(a)(31), the notice requirement of Code Section 402(f) or the mandatory withholding rules of Code Section 3405(c)(1).
- (f) A Participant who received one or more Qualified Disaster Distributions is entitled to recontribute the distribution(s) (not to exceed the amount of the distributions) at any time during the 3-year period beginning on the day after the date on which such distribution was received, if the Participant is eligible to make a rollover contribution to the Plan at the time of recontribution. A Participant who makes a recontribution to the Plan within the 3-year period described above will be treated as having received the Qualified Disaster Distributions in an eligible rollover

distribution and as having transferred the amount to the Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

### **10.9 Application for In-Service Withdrawals and Additional Withdrawals**

An application for any in-service withdrawal or other withdrawal under this SECTION 10 must be made through an Approved Form of Election and will be subject to any rules, procedures, ordering process, terms, conditions or restrictions imposed by the Committee (including but not limited to restrictions on sources or investment funds available for withdrawal, restrictions on the number of withdrawals during a specific time period, and delays in permitting such withdrawals pending receipt of applicable guidance). The minimum amount of any in-service withdrawal is \$1,000, except as otherwise required by law. Any withdrawal payment shall be made as soon as practicable.

## SECTION 11

### LOANS

#### 11.1 Terms and Conditions of Loans

Pursuant to procedures the Committee shall establish for loan applications and processing, the Committee may approve loans to Participants, including Participants who have had a Severance from Employment, subject to the following terms and conditions.

- (a) Any application for a loan must be made through an Approved Form of Election.
- (b) A loan shall be evidenced by a promissory note in a form approved by the Committee and shall provide for repayment over a fixed period and interest at the prevailing rate, which payment period and interest rate shall be determined by the Committee in a uniform manner. The payment period shall not extend beyond five years after the date the loan is made, unless the proceeds of the loan are used to purchase the Participant's principal place of residence, in which case such loan must be repaid within ten years after the date the loan is made.
- (c) The Committee shall determine the number of loans that a Participant may have outstanding at any one time, provided such limit shall be applied in a uniform manner.
- (d) The Participant shall pledge a portion of their Accounts as security for such loan, and shall pay from such Accounts all reasonable fees related to the processing of any loan.

#### 11.2 Amount of Loans

- (a) The principal amount of any loan made to a Participant, together with the unpaid balance of any other outstanding loans under the Plan and all other qualified employer plans (as defined in Code Section 72(p)(4)) sponsored by the Employer, on the date the loan is made, shall not exceed the lesser of (1) or (2) below:
  - (1) \$50,000, reduced by the excess (if any) of: (i) the highest outstanding balance of loans under the Plan and all other qualified employer plans during the twelve-month period ending the day before such loan was made, minus (ii) the outstanding balance of such outstanding loans on the date on which such loan was made; or
  - (2) One-half of the total balance of the Participant's Accounts.
- (b) The minimum loan amount to a Participant shall not be less than \$1,000.
- (c) As permitted pursuant to Section 331 of the SECURE 2.0 Act of 2022 and applicable guidance thereunder and further subject to any rules, procedures, ordering process, terms, conditions or restrictions imposed by the Committee,

notwithstanding the loan limitation described in Section 11.2(a) or that otherwise would apply under the Plan's loan procedures, the Plan may determine the loan limit under Section 11.2(a)(1) for a loan to a Qualified Individual (as defined in Section 10.8), made during the period beginning on the Applicable Date (as defined in Section 10.8) and ending on the date that is 180 days after such Applicable Date, by substituting "\$100,000" for "\$50,000," and by substituting "the total balance of the Participant's Accounts" for "one-half of the total balance of the Participant's Accounts."

### **11.3 Repayment of Loans**

- (a) Except as otherwise provided in the Plan's loan procedures, repayment of each loan shall be made by withdrawals from the Participant's bank accounts with the Participant's consent. Each loan shall require substantially level amortization with payments not less frequently than quarterly. Prepayment of all or a portion of the loan is permitted at any time without penalty by certified check or money order made payable to the Trustee. Pursuant to rules established by the Committee, if a Participant is on an unpaid leave of absence or incurs a Severance from Employment, then the Participant may continue to repay their loans on at least a monthly basis in accordance with the Plan's loan procedures. However, if a Participant is on an unpaid leave of absence due to qualified military service, their loan repayments may be suspended in accordance with Code Section 414(u)(4), and for the duration of their qualified military service, the interest rate on their outstanding loan shall be capped at the lesser of the original loan rate or 6%.
- (b) Loan repayments shall be credited to the Participant's Accounts from which the loan was made as of the date such payment is received by the Trustee on a pro rata basis. Loan repayments shall be credited to the Investment Funds in accordance with the Participant's investment election under Section 6.2 in effect at the time of loan repayment, and, in the absence of such investment election, to the default investment arrangement specified by the Committee.
- (c) As permitted pursuant to Section 331 of the SECURE 2.0 Act of 2022 and applicable guidance thereunder and further subject to any rules, procedures, ordering process, terms, conditions or restrictions imposed by the Committee, notwithstanding the requirements described in Section 11.3(a) or that otherwise would apply under the Plan's loan procedures, if a Qualified Individual (as defined in Section 10.8) has an outstanding loan from the Plan on or after the Applicable Date with respect to a Qualified Disaster (as those terms are defined in Section 10.8), then, to the extent provided in the Plan's loan procedures: (1) if the date for any repayment of such loan occurs during the Loan Suspension Period, the due date is extended for one year; (2) the Plan will adjust any subsequent repayments to reflect the extension of the due date under (1) and any interest accrued during the extension; and (3) the Plan will disregard the period of extension described in (1) in determining the 5-year period and the loan term under Code Section 72(p)(2)(B) or (C). The Plan's loan procedures may specify whether the suspension and extension described herein will apply automatically or will be available upon the

Qualified Individual's request. For purposes of this Section 11.3, with respect to a Qualified Disaster (as defined in 10.8), the "Loan Suspension Period" is the period beginning on the first day of the Incident Period (as defined in 10.8) of the disaster and ending on the date which is 180 days after the last day of the Incident Period.

#### **11.4 Unpaid Loans**

A loan which is not repaid when due shall be deemed to be in default and shall be treated as a "deemed distribution" if not repaid within the cure period specified in uniform rules and guidelines established by the Committee. Upon distribution of a Participant's Accounts before a loan is repaid in full, the unpaid loan balance, together with loan interest, shall become due and payable, and the Trustee shall first satisfy the indebtedness from the Participant's Account before making any payments to Participant. If a loan defaults, foreclosure on the promissory note and attachment of security on such loan shall not occur until a distributable event occurs under the Plan.

## SECTION 12

### CLAIMS PROCEDURES

#### 12.1 Initial Benefit Claims

In the event of a dispute between the UUA, the Trustee or the Committee and a Participant or Beneficiary over the amount of benefits payable under the Plan or otherwise relating to a Participant's or a Beneficiary's Account or participation in the Plan, the Participant or Beneficiary may file a claim for benefits by notifying the Committee of such claim. Such notification must be in writing, addressed to the Chairperson of the Committee, and shall set forth the basis of such claim. A Participant or Beneficiary must file such claim within 3 years after the date the Participant or Beneficiary knew or reasonably should have known the facts or circumstances giving rise to such dispute. A Participant or Beneficiary who fails to file a claim within such time period will lose any rights to file such claim or bring any Legal Action relating to the facts or circumstances giving rise to such dispute.

The Committee shall decide whether to grant a claim within 90 days of the date on which the claim is received, unless special circumstances require a longer period for review of the claim, and the claimant is notified in writing of the extension of time within the first 90-day period; provided, however, that no extension shall be longer than an additional 90 days beyond the original response deadline.

In reviewing any claim or appeal, the Committee shall have full discretionary authority to determine all questions arising in the administration, interpretation and application of the Plan.

#### 12.2 Initial Claim Processing and Appeal

If a claimant has not submitted sufficient information to the Committee to process a benefit claim, the claimant shall be notified of the incomplete claim and given time to submit additional information. This shall extend the time in which the Committee has to respond to the claim from the date the notice of insufficient information is sent to the claimant until the date the claimant responds to the request. If the claimant does not submit the requested missing information to the Committee within a reasonable time period, the claim shall be denied.

Whenever a claim for benefits is denied, written notice, prepared in a manner calculated to be understood by the claimant, shall be provided to the claimant, setting forth the specific reasons for the denial, referring to the specific Plan provisions on which the denial is based, and explaining the procedures for review of the decision made by the Committee. If the denial is based upon submission of information insufficient to support a decision, the Committee shall specify the information which is necessary to perfect the claim and its reasons for requiring such additional information. Benefits shall be paid only if the Committee determines in its discretion that a claimant is entitled to them.

Any request for review must be in writing and shall be addressed to the Committee. The request for review shall set forth all of the grounds upon which it is based, all facts in support thereof, and any other matters which the claimant deems pertinent. The Committee may require

the claimant to submit such additional facts, documents, or other material as the Committee may deem necessary or appropriate in making its review.

### **12.3 Appeal Procedures**

Any individual whose claim for benefits is denied in whole or in part (or such person's authorized representative) may appeal the denial by submitting to the Committee a written request for review of the application within 60 days after receiving written notice of the denial from the Committee. The Committee shall give the claimant (or the claimant's representative) an opportunity to review pertinent documents and to submit written comments and other information (even if such information was not submitted in connection with the initial claim) in preparing such request for review.

The Committee shall act upon each request for review within 60 days after receipt thereof unless special circumstances require an extension of time of up to an additional 60 days for processing the request for review. If such an extension of time for review is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial 60-day period; provided, however that such review shall be made no later than 120 days after the Committee's receipt of the claimant's written request for review.

### **12.4 Appeals Processing; Exhaustion of Administrative Review and Deadline to Commence Legal Action**

Within the applicable time periods described above, the Committee shall give written notice of its appeal decision to the claimant. In the event the Committee confirms the denial of the application for benefits in whole or in part, such notice shall set forth, in a manner calculated to be understood by the claimant, the specific reasons for such denial, specific references to the Plan provisions on which the decision was based, a statement that the claimant is entitled to receive, upon request and free of charge, access to and copies of all documents, records, and other information relevant to the benefit claim. In the event that the Committee determines that the claim for benefits should not have been denied in whole or in part, the Committee shall take appropriate remedial action.

The Committee may establish rules and procedures, consistent with the Plan, as it may deem necessary or appropriate in carrying out its responsibilities under this Section. The Committee may require a claimant who wishes to submit additional information in connection with a claim or appeal to do so at the claimant's own expense.

No action at law or in equity shall be brought to recover benefits under the Plan until the mandatory appeal rights described in this SECTION 12 have been exercised and the Plan benefits requested in such appeal have been denied in whole or in part. If any judicial proceeding or other legal action is undertaken to appeal the denial of a claim, challenge the amount of any benefit under the plan, to enforce or clarify rights under the Plan, or bring any other action related to the Plan (collectively, a "Legal Action"), any such Legal Action must be commenced in the proper forum no later than the earliest of the following: (a) 90 days after the Committee's final decision; (b) 3 years after the date when the claimant submits an authorization to commence payment of the Plan benefits at issue in the Legal Action; or (c) the statutory deadline for filing a claim or lawsuit



with respect to the Plan benefits at issue in the Legal Action as determined by applying the most analogous statute of limitations for the state of Massachusetts.

A Claimant who fails to commence a Legal Action within the applicable limitations period described above will lose any rights to bring any Legal Action thereafter.

The evidence presented in any Legal Action shall be strictly limited to the evidence timely presented to the Committee.

All decisions and communications to Participants, Spouses, Beneficiaries, or other persons regarding a claim for benefits under the Plan shall be held strictly confidential by the Participant, Spouse, Beneficiary (or other claimant), and the Committee, the Employers, and their agents.

### **12.5 Committee's Decision Final**

Benefits under the Plan shall be paid only if the Committee, or its delegate, decides in its sole discretion that a Participant or Beneficiary (or other claimant) is entitled to them. Subject to applicable law, any interpretation of the provisions of the Plan and any decisions on any matter within the discretion of the Committee made by the Committee, or its delegate, in good faith shall be binding on all persons. A misstatement or other mistake of fact shall be corrected when it becomes known and the Committee shall make such adjustment on account thereof as it considers equitable and practicable.

## SECTION 13

### MANAGEMENT OF TRUSTS

#### 13.1 Trustee and Trust Agreement

All Plan assets shall be held in the Trust. The Trust shall be held by a Trustee under a Trust Agreement approved by the UUA. The assets of the Trust shall be held, invested and disposed of in accordance with the terms of the Trust Agreement. The Trustee shall provide a bond for the faithful performance of its duties under the Trust to the extent required by applicable law.

#### 13.2 Receipt of Contributions

The Trustee is accountable to the Employers for the funds contributed to it by the Employers, but does not have any duty to collect any contributions from the Employers or to see that funds deposited with it are deposited according to the provisions of the Plan.

#### 13.3 Duties of the Trustee Regarding Plan Payments

At the direction of the Committee, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

#### 13.4 Trustee's Compensation and Expenses and Taxes

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the UUA and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the UUA. All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

#### 13.5 Records and Statements

The UUA's and the Committee's access to the records of the Trustee pertaining to the Plan and the Trustee's obligation to provide information to the UUA and the Committee will be governed by the terms of the Trust Agreement.

#### 13.6 Resignation, Removal and Succession of Trustee

The UUA may remove the Trustee and the Trustee may resign in accordance with the terms of the Trust Agreement. Upon the resignation or removal of the Trustee, a successor shall be appointed by the UUA. Any such successor, upon accepting such appointment in writing and delivering same to the UUA, shall become vested with all rights, powers and duties of its predecessor as if it were originally named as the Trustee. Until such a successor is appointed, the remaining Trustee shall have full authority to act under the terms of the Plan. A successor Trustee shall not be liable for any act or failure of any predecessor Trustee, except as required by applicable

law. The UUA may designate one or more successors prior to the resignation or removal of a Trustee. In the event a successor is so designated by the UUA and accepts such designations, the successor shall become vested with all rights, powers and duties of its predecessor as if it were originally named as Trustee immediately upon the resignation or removal of the predecessor Trustee.

### **13.7 Limitation of Liability**

The Trustee shall not be liable for any losses resulting from the investment directions (or failure to make any such investment directions) of Participants pursuant to Section 6.2.

### **13.8 Restrictions as to Reversion of Trust Fund to the Employers**

Except as otherwise provided in this Section, all assets of the Trust Fund shall be retained for the exclusive benefit of Participants, Alternate Payees, and Beneficiaries. All the Employers shall have no right, title, or interest in the assets of the Trust Fund. No part of the assets of the Trust Fund at any time shall revert to, or be repaid to, the Employers, directly or indirectly, unless a contribution or a portion of a contribution is made by an Employer as a result of a mistake of fact. In such case, the contribution or portion of a contribution shall not be considered to have been contributed to the Trust by the Employer and, after having been reduced by any losses of the Trust allocable thereto, shall be returned to the Employer within one year of the date the amount is paid to the Trust. In no event may the return of a contribution cause any Participant's Accounts to be less than the amount had the contribution not been made under the Plan.

## SECTION 14

### AMENDMENT AND TERMINATION

#### 14.1 Amendment

While the UUA expects and intends to continue the Plan, the UUA, by action of its Board of Trustees, reserves the right to amend the Plan in whole in or in part, from time to time. In addition, the UUA, by action of the Committee, reserves the right to amend the Plan in whole or in part, from time to time, to make changes required or permitted due to legislative or regulatory changes, to amend the Participation Agreement, and to make other changes to the Plan, provided that such changes do not change the Plan's governance, vesting, or Employer contribution provisions. The UUA's amendment authority, whether exercised by the Board of Trustees or the Committee, is subject to the following restrictions:

- (a) The duties and liabilities of the Employers under the Plan cannot be increased substantially without each Employer's consent, provided that such consent shall not be required with respect to changes required or permitted due to legislative or regulatory changes. The UUA shall provide each Employer with advance written notice of any amendment to the Plan or the Participation Agreement that changes the duties or liabilities of the Employer. An Employer who does not consent to such change in duties or liabilities shall have 60 days following receipt of such notice to discontinue contributions pursuant to Section 14.3 by providing written notice to the Committee of such discontinuance. An Employer that fails to provide written notice of discontinuance within such 60-day period will be deemed to have consented to the change in duties or liabilities.
- (b) The duties and liabilities of the Committee under the Plan cannot be increased substantially without its consent.
- (c) No amendment shall reduce the value of a Participant's accrued benefit (as adjusted for income, losses, expenses, appreciation, and depreciation) to less than the amount they would be entitled to receive if the Participant had resigned from employment with all of the Employers on the effective date of the amendment.
- (d) Except as provided in Section 13.2 or required or permitted by the Code or other applicable law, under no condition shall any amendment result in the return or repayment to any Employer of any part of the Trust Fund or the income therefrom, or result in the distribution of the Trust Fund for the benefit of anyone other than Participants and any other persons entitled to benefits under the Plan.

#### 14.2 Plan Termination as to All Employers

- (a) The Plan shall terminate as to all Employers on any date specified by the UUA by action of its Board of Trustees with 30 days' advance written notice of the termination given to the Committee, the Trustee, and the other Employers.

- (b) Upon termination of the Plan as to all Employers, the Committee may direct the Trustee to distribute to each Participant their benefits under the Plan in a lump sum or in such other form as permitted by law. However, distributions under this Section shall be made only to the extent such distributions are permissible under Code Section 401(k) and applicable Treasury Regulations (including but not limited to the restriction on distributions when the employer has established an alternative defined contribution plan as described in Treasury Regulation Section 1.401(k)-1(d)(4)). The Committee may instead direct the Trustee to transfer a Participant's benefit under the Plan to another plan to the extent permitted by law. All appropriate accounting provisions of the Plan shall continue to apply until all Participants' Accounts have been distributed under the Plan.

### **14.3 Discontinuance of Contributions by an Individual Employer**

- (a) An Employer may elect to cease contributions to the Plan upon written notice to the Committee, provided that receipt of such election must be acknowledged by the Committee to be effective.
- (b) The UUA, by action of the Committee, reserves the right to require an Employer to cease contributions to the Plan upon written notice to the Employer in the event of any of the following:
  - (1) the Employer is no longer a member of or affiliated with the UUA;
  - (2) the Employer is judicially declared bankrupt or insolvent;
  - (3) the Employer ceases to have any currently employed Employees;
  - (4) the Employer's failure to comply with the terms of the Plan and the Employer's Participation Agreement; or
  - (5) any other reason determined necessary or appropriate by the Committee for compliance with applicable law or proper administration of the Plan.
- (c) Any Employer that discontinues participation in the Plan, whether voluntarily or involuntarily, must make any contributions owing under the terms of the Plan and shall be required to take such other action as required by the Committee to confirm compliance with the terms of the Plan and the Participation Agreement. The Committee may refuse future participation for any Employer that fails to comply with these requirements.
- (d) The discontinuance of contributions by an Employer will not constitute a distributable event with respect to Participants who are Employees or former Employees of the Employer. Except as provided in Section 14.3(e), the Accounts of affected Participants will remain in the Plan and will be administered in accordance with the terms of the Plan.

- (e) Any Employer that discontinues participation in the Plan, whether voluntarily or involuntarily, may request that the assets of the Plan attributable to its Participants be transferred to another plan that is eligible under applicable law to receive such transfer. Such transfer shall be subject to the Committee's approval and such terms and conditions as may be imposed by the Committee. The Committee may require as a condition to its approval that the Employer furnish satisfactory evidence of the qualification of the transferee plan and that the transfer will not adversely affect the status of this Plan, as described in Section 1.1 or the federal income tax treatment of the Employers under this Plan. The Committee may also restrict the amounts eligible for transfer to currently employed Employees of the Employer.

#### **14.4 Nonforfeitability on Termination**

Upon complete termination or partial termination of the Plan, or the complete discontinuance of all Plan contributions, the rights of all affected Participants to benefits accrued to the date of such termination, after all adjustments, shall be nonforfeitable.

#### **14.5 Plan Merger or Consolidation**

The Plan may not be a party to, any merger or consolidation with another plan, or to a transfer of assets or liabilities to another plan, unless immediately after the merger, consolidation or transfer, the surviving plan provides each Participant a benefit equal to or greater than the benefit each Participant would have received had the Plan terminated immediately before the merger or consolidation or transfer.

Subject to Board of Trustee approval when required below, the Committee has the authority to enter into:

- (a) merger agreements or direct transfer of assets agreements with the trustees of other retirement plans described in Code Section 401(a), including an elective transfer, and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement; and
- (b) merger agreements or direct transfer of assets agreements with trustees or custodians, as applicable, of church plans or annuity contracts described in Code Section 414(z), including an elective transfer, and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement, subject to the requirements of Code Section 414(z).

Board of Trustee approval is required if any such merger or direct transfer involves the merger or transfer of assets of the entire Plan or the acceptance of assets from another entire denominational plan. Board of Trustee approval is not required if any such merger or direct transfer involves the Plan assets related to a single Employer.

## SECTION 15

### PLAN ADMINISTRATION

#### 15.1 Powers and Duties of Committee

The Committee shall have the discretionary authority and such powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following powers and duties:

- (a) To make all determinations and computations concerning the benefits, credits and debits to which any Participant or Beneficiary is entitled under the Plan;
- (b) To make rules and regulations for the administration of the Plan that are not inconsistent with the terms and provisions of the Plan;
- (c) To construe all terms, provisions, conditions and limitations of the Plan;
- (d) To correct any defect, supply any omission or reconcile any inconsistency that may appear in the Plan, in such manner and to such extent as it shall deem appropriate and proper, and to carry the Plan into effect for the interest of the Participants and Beneficiaries;
- (e) To select and engage from time to time such pension consultants, actuaries, accountants, attorneys, investment advisors, investment managers, and other agents and employees as the Committee may deem necessary or advisable in the proper and efficient administration of the Plan and Trust;
- (f) To determine and resolve, in its sole discretion, all questions relating to the administration of the Plan; and
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;

The foregoing list of powers and duties as set forth above is not intended to be either complete or conclusive. The Committee shall, in addition, have such powers or duties as it may reasonably determine to be necessary or appropriate in the management and operation of the Plan, provided that the exercise thereof conforms to or is consistent with the provisions of the Plan.

The Committee shall have full discretionary authority and power to construe the terms of the Plan and to decide all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Committee shall be final, conclusive and binding upon all persons. Any interpretation, determination or other action of the Committee shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final action or decision of the Committee shall be based solely on the evidence presented to or considered by the Committee at the time it made the decision that is the subject of review.

As described in Section 1.4, the Committee has the authority to delegate any of its powers, rights, and duties under the Plan.

## **15.2 Expenses**

All expenses incurred in the establishment, maintenance and administration of the Plan may be paid by the Trustees from the Trust Fund in accordance with such rules as shall be prescribed by the Committee, unless such expenses are paid by an Employer in its capacity as a participating employer in the Plan. For purposes of clarity, however, expenses that are payable from the Trust Fund include, but are not limited to, expenses incurred by the UUA and the Committee in the provision of administrative and other services to the Plan. Such rules prescribed by the Committee may include a specific allocation of expenses to a particular investment fund or a particular Participant's Account or to a particular Participant if the Committee determines that such allocation of expense is desirable for the equitable administration of the Plan.

## **15.3 Data and Information for Benefits**

All persons claiming benefits under the Plan must furnish to the Committee such documents, evidence, or information as the Committee considers necessary or desirable for the purpose of administering the Plan; and such person must furnish such information promptly and sign such documents as the Committee may require before any benefits become payable under the Plan.

## **15.4 Reliance on Information**

The Committee may rely upon all information furnished by the Employers or any Participant or Beneficiary, provided such information is received and accepted by the Committee or its members in good faith as true and accurate. The Committee may similarly rely on information furnished by anyone employed in good faith by it, by the Employer, or by the Trustees, for the purpose of furnishing such information.

## **15.5 Indemnity**

It is intended that the indemnification provisions of the UUA Bylaws (the "Bylaws Indemnity") apply to each member of the Board of Trustees, each member of the Committee, and each officer, employee, director or volunteer of the UUA to whom any duty or power relating to the administration or interpretation of the Plan or to the management and control of the assets of the Plan may be delegated or allocated (and any other individual who would be an indemnitee under the Bylaws Indemnity). The purpose of this Section 15.5 is to memorialize the UUA's intent that the Bylaws Indemnity apply with respect to the Plan and is not intended to in any way limit or restrict the application of the Bylaws Indemnity.



## SECTION 16

### MISCELLANEOUS

#### **16.1 Non-Alienation of Benefits**

The interests of persons entitled to benefits under the Plan are not subject to their debts or other obligations and, except as may be required by the tax withholding provisions of the Code or any state's income tax act or pursuant to a Qualified Domestic Relations Order. Plan benefits may not be voluntarily or involuntarily sold, transferred, alienated, assigned, or encumbered.

#### **16.2 Absence of Guaranty**

Neither the Committee, the Trustee, nor any Employer in any way guarantees the Trust Fund from loss or depreciation. Except as required by applicable law, the Committee and the Employers do not guarantee any payment to any person. The liability of a Trustee or the Committee to make any payment under the Plan shall be limited to the assets held by the Trustee which are available for that purpose.

#### **16.3 Employment Rights**

The Plan does not constitute a contract of employment, and participation in the Plan shall not give any Employee the right to be retained in the employ of any Employer, nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

#### **16.4 Litigation by Participants or Other Persons**

If a legal action begun against the Plan, the UUA, the Board of Trustees, an Employer, the Committee, or the Trustee, or any of their respective members, trustees, officers, directors, agents or employees or any person or persons to whom any of the foregoing have delegated all or part of its duties hereunder, by or on behalf of any person results adversely to that person, or if a legal action arises because of conflicting claims to a Participant's or other person's benefits, the cost to the Plan, the UUA, the Board of Trustees, an Employer, the Committee, or the Trustee, or any of their respective members, trustees, officers, directors, agents or employees or any person or persons to whom any of the foregoing have delegated all or part of its duties hereunder of defending the action shall be charged to the Accounts of individuals or Participants involved in the action to the extent permitted by law.

#### **16.5 Evidence**

Evidence required of anyone under the Plan may be by certificate, affidavit, document, or other information that the person acting on it considers pertinent and reliable, and signed, made, or presented by the proper party or parties.

#### **16.6 Waiver of Notice**

Any notice required under the Plan may be waived by the person entitled to such notice.

## **16.7 Controlling Law and Venue**

Except to the extent superseded by laws of the United States, the laws of Massachusetts shall be controlling in all matters relating to the Plan.

Any claim or action which may be brought against the Plan, UUA, the Board of Trustees, an Employer, the Committee, or the Trustee, or any of their respective members, trustees, officers, directors, agents or employees or any person or persons to whom any of the foregoing have delegated part or all of its duties hereunder, with respect to any dispute arising under or in connection with this Plan shall be brought exclusively in a court of competent jurisdiction in or for Suffolk County, Massachusetts.

## **16.8 Statutory References**

Any reference in the Plan to a section of the Code, or to a section of any other Federal law, shall include any comparable section or sections of any future legislation that amends, supplements, or supersedes that section.

## **16.9 Severability**

In case any provision of the Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if such illegal and invalid provision had never been set forth in the Plan.

## **16.10 Action By Employers**

Any action required or permitted to be taken by an Employer under the Plan shall be by resolution of its board of directors or trustees, by resolution of a duly authorized committee of its board of directors or trustees, or by a person or persons authorized by resolution of its board of directors or trustees or such committee.

## **16.11 Examination of Documents**

Copies of the Plan and Trust, and any amendments thereto, are on file at the office of the UUA where they may be examined by any Participant or other person entitled to benefits under the Plan during normal business hours.

## **16.12 Manner of Delivery**

Each notice or statement provided to a Participant shall be delivered in any manner established by the Committee and in accordance with applicable law, including, but not limited to, electronic delivery.

## **16.13 Effect on Other Benefits**

Except as otherwise specifically provided under the terms of any other employee benefit plan of an Employer, a Participant's participation in this Plan shall not affect the benefits provided under such other employee benefit plan.

#### **16.14 Headings**

The headings of Sections, Subsections, and Paragraphs are included solely for reference and convenience and are not intended to modify or otherwise affect the text of the Plan.

#### **16.15 No Third-Party Beneficiaries**

The Plan constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and are not intended to confer upon any other person any rights or remedies hereunder.

## CARES ACT APPENDIX

### ARTICLE I CONSTRUCTION AND DEFINITIONS

1.01 Effective Date. This CARES Act Appendix is effective as of April 9, 2020 and shall be interpreted and applied to comply with the Coronavirus Aid, Relief, and Economic Security Act and applicable Internal Revenue Service regulations and guidance (the “CARES Act”).

1.02 Inconsistent Provisions. This CARES Act Appendix supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this CARES Act Appendix.

1.03 Definitions. Except as otherwise provided in this CARES Act Appendix, terms defined in the Plan document will have the same meaning in this CARES Act Appendix. The following definitions apply specifically to this CARES Act Appendix:

(a) A “Coronavirus-Related Distribution” means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020 (provided that the Plan began processing distribution requests for Coronavirus-Related Distributions effective as of April 9, 2020). The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this CARES Act Appendix from all plans maintained by an Employer or a related employer described in Code Section 414(b), (c), (m) or (o) shall not exceed \$100,000. The Coronavirus-Related Distributions from the Plan to a Qualified Individual were not permitted to exceed the amount of the individual’s vested Account balance.

(b) Qualified Individual.

(1) A “Qualified Individual” means any individual who meets one or more of the following criteria:

(A) the individual was diagnosed with COVID-19 by an approved test;

(B) the individual’s Spouse or dependent (as defined in Code Section 152) was diagnosed with COVID-19 by an approved test;

(C) the individual has experienced adverse financial consequences as a result of:

(i) the individual or the individual’s Spouse, or a member of the individual’s household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19;

(ii) the individual, the individual’s Spouse, or a member of the individual’s household was unable to work due to lack of childcare due to COVID-19;

(iii) closing or reducing hours of a business owned or operated by the individual, the individual's Spouse, or a member of the individual's household due to COVID-19; or

(iv) the individual, the individual's Spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or

(D) the individual satisfied any other criteria determined by the Department of the Treasury or the IRS.

(2) The Committee could rely on an individual's certification that the individual satisfied the criteria to be a Qualified Individual unless the Committee had actual knowledge to the contrary. The requirement that the Committee not have actual knowledge that is contrary to an individual's certification does not mean that the Committee had an obligation to inquire into whether an individual had satisfied one of more of the criteria to be a Qualified Individual.

(3) For purposes of this Section:

(A) "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019;

(B) "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and

(C) a "member of the individual's household" means someone who shares the individual's principal residence.

## **ARTICLE II CORONAVIRUS-RELATED DISTRIBUTIONS**

2.01 Coronavirus-Related Distribution. A Participant who was a Qualified Individual was permitted to take one or more Coronavirus-Related Distributions. The provisions of this Section apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable Plan or administrative limits on the number of allowable distributions. Participants that were Qualified Individuals were permitted to request Coronavirus-Related Distributions in accordance with procedures established by the Committee.

2.02 Repayment of Distribution. A Participant who received a Coronavirus-Related Distribution from this Plan or a coronavirus-related distribution allowed pursuant to the CARES Act from another eligible retirement plan, as defined in Section 9.3(b) of the Plan, may make 1 or more contributions to the Plan, as a rollover contribution, in an aggregate amount not to exceed the amount of such Coronavirus-Related Distribution (from this Plan or such other eligible retirement plan), provided that any such repayment must occur during the 3-year period beginning

on the day after the date of receipt of the Coronavirus-Related Distribution (from this Plan or such other eligible retirement plan).

### **ARTICLE III PARTICIPANT LOAN RELIEF**

3.01 Extension of Certain Repayments. The Plan made available the opportunity for Qualified Individuals to suspend loan repayments that would otherwise be due between April 9, 2020 and December 31, 2020, but no Participants elected to suspend loan repayments.

3.02 Increased Loan Limit. For a loan to a Qualified Individual made during the period beginning April 9, 2020 and ending September 22, 2020, the Plan applied the loan amount limitations described in Section 11.2(a) of the Plan document by:

(c) substituting “\$100,000” for “\$50,000” in Section 11.2(a)(1) of the Plan document; and

(d) substituting “the total balance” for “one-half of the total balance” percent” in Section 11.2(a)(2) of the Plan document.

### **ARTICLE IV WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS**

4.01 Waiver of 2020 Required Minimum Distributions. Notwithstanding Section 9.6 of the Plan document, for a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment Code Section 401(a)(9)(I) (“2020 RMDs”), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancies) of the participant and the participant’s designated Beneficiary, or for a period of at least 10 years (Extended 2020 RMDs), the waiver of 2020 required minimum distributions pursuant to Code Section 401(a)(9)(I) was administered as follows:

(e) Participants and Beneficiaries who received their 2020 RMD in 2020 were notified that they may be able to rollover such proceeds to a qualified plan or IRA as an indirect rollover.

(f) For Participants and Beneficiaries who were scheduled to receive their 2020 RMD (including an Extended 2020 RMD) before the end of 2020 as part of an existing election to receive required minimum distributions, such amount was paid unless the Participant or Beneficiary elected, through the required process of the Committee, that such amount not be paid.

(g) For Participants who were not scheduled to receive their 2020 RMD as part of an existing election to receive required minimum distributions had not yet received a required minimum distribution, the 2020 RMD was not paid (though Participants and

Beneficiaries could elect to receive any distribution otherwise permitted under the terms of the Plan).

(h) For purposes of the direct rollover provisions of the Plan, the 2020 RMDs and Extended 2020 RMDs were treated as eligible rollover distributions.