

*MCC 403(b)*

# RETIREMENT SAVINGS PLAN

SUMMARY  
OF PLAN  
PROVISIONS



**MICHIGAN  
CATHOLIC**  
CONFERENCE

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## Michigan Catholic Conference 403(b) Plan

### SUMMARY OF PLAN PROVISIONS

#### INTRODUCTION TO YOUR PLAN

Michigan Catholic Conference 403(b) Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax advantaged basis. This Plan is a type of retirement plan known as a 403(b) plan.

This Summary of Plan Provisions contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to understand the features of the Plan.

If you have any questions about the Plan, contact the Plan Administrator or other Plan representative. The Plan Administrator is generally responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan, unless those responsibilities have been delegated to other parties. The name of the Plan Administrator can be found at the end of this summary in the Article entitled "General Information about the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan, and your rights under the Plan, are subject to federal laws such as the Internal Revenue Code and other federal and state laws. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

**Investment arrangement.** The investment products you select (known as investment arrangements) may also affect the provisions of the Plan. In some cases the investment arrangements may limit your options under the Plan. This summary does not address the provisions of the various investment arrangements. You should contact the Plan Administrator or the investment provider if you have questions about the provisions of your specific investment arrangements.

**Types of contributions.** The following types of contributions are allowed under this Plan:

- Employee elective deferrals including Roth Deferrals
- Employer matching contributions
- Employer nonelective contributions
- Employee rollover contributions

### ARTICLE I PARTICIPATION IN THE PLAN

#### How do I participate in the Plan?

If you are an employee of the Employer (see the definition of Employer in the Participating Employers provision in Article III) and you are not an Excluded Employee, you can begin participating in the Plan once you have satisfied the eligibility requirements and reached your Entry Date, except as indicated below for reclassified employees. The following describes Excluded Employees, the eligibility requirements and Entry Dates that apply.

#### Elective Deferrals

**Excluded Employees.** There are no Excluded Employees for purposes of elective deferrals. You are eligible to make elective deferrals commencing on your date of hire.

**Eligibility Conditions.** You will be eligible to participate in the Plan for purposes of making elective deferrals as of your date of hire (which is the Entry Date).

**Entry Date.** For purposes of elective deferrals, your Entry Date will be the date on which you satisfy the eligibility requirements.

## Matching Contributions

See "Additional Excluded Employee provisions" below for special provisions that might apply in determining who is an Excludable Employee.

**Eligibility Conditions.** You will be eligible to participate in the Plan for purposes of matching contributions on your date of hire. (which is also your Entry Date).

**Entry Date.** For purposes of matching contributions, your Entry Date will be the date on which you satisfy the eligibility requirements.

## Nonelective Contributions

See "Additional Excluded Employee provisions" below for special provisions that might apply in determining who is an Excludable Employee.

**Eligibility Conditions.** You will be eligible to participate in the Plan for purposes of nonelective contributions on your date of hire (which is also your Entry Date).

**Entry Date.** For purposes of nonelective contributions, your Entry Date will be the date on which you satisfy the eligibility requirements.

## Additional Excluded Employee provisions

Employees of Non-QCCO's are not eligible to receive matching or nonelective contributions. Contact the Plan Administrator for additional information if you are not sure if this affects you.

## Reclassified Employee

Regardless of the above, if it is determined that your Employer erroneously classified you as a non-Employee and you should have been treated as an Employee, you are not entitled to participate in the Plan.

## What happens if I'm a Participant, terminate employment and then I'm rehired?

If you are no longer a Participant because of a termination of employment, and you are rehired, then you will be able to participate in the Plan on the date on which you are rehired if you are otherwise eligible to participate in the Plan.

## ARTICLE II EMPLOYEE CONTRIBUTIONS

### What are elective deferrals and how do I contribute them to the Plan?

**Elective Deferrals.** As a Participant under the Plan, you may elect to reduce your compensation by a specific dollar amount or by a specific percentage amount and have that amount contributed to the Plan as an elective deferral. There are two types of elective deferrals: Pre-Tax Deferrals and Roth Deferrals. For purposes of this summary, "elective deferrals" generally means both Pre-Tax Deferrals and Roth Deferrals. Regardless of the type of elective deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

**Pre-Tax Deferrals.** If you elect to make Pre-Tax Deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax Deferral, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

**Roth Deferrals.** If you elect to make Roth Deferrals, the elective deferrals are subject to federal income taxes in the year of elective deferral. However, the elective deferrals and, in certain cases, the earnings on the elective deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?" below.

You will always be 100% vested in your elective deferrals (see the Article in this summary entitled "Vesting").

**Elective Deferral procedure.** The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a Salary Reduction Agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it unless notified by the Employer.

Your deferral election will also apply to irregular pay (e.g., bonuses) unless you make a separate election to have a deferral from the irregular pay. You must make a separate election to have a different amount deferred from any irregular pay (e.g., bonuses) paid to you during the year. Also, your deferral election will not apply to amounts that are taxable but not payable in cash (such as taxable fringe benefits).

**Deferral modifications.** You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make a new election or modify an existing election at any time or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after it is received by the Plan Administrator.

**Elective Deferral Limit.** Your total elective deferrals in any taxable year cannot exceed a dollar limit which is set by law. The limit for 2018 is \$18,500. After 2018, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

**Age 50 Catch-Up Deferrals.** If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of the January 1st of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferrals that you can make in 2018 is \$6,000. After 2018, the maximum might increase for cost-of-living adjustments. Age 50 Catch-Up Deferrals that you make will be taken into account in determining any Employer matching contribution made to the Plan.

**Annual dollar limit.** You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including other tax-sheltered 403(b) annuity contracts, simplified employee pensions or 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

#### **What are rollover contributions?**

**Rollover contributions.** Subject to the provisions of your investment arrangements and at the discretion of the Plan Administrator, if you are an eligible employee you might be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs. Such a deposit is called a "rollover" contribution and might result in tax savings to you. You may ask the Plan Administrator of the other plan or the trustee or custodian of the IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover contribution will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). Rollover contributions will be affected by any investment gains or losses. In addition, any Roth deferrals that are accepted as rollovers in this Plan will be accounted for separately.

**Source of Rollover Contributions.** The Plan will accept a "rollover" contribution of an eligible rollover distribution from the sources below. For clarification of what sources are allowed, please see the Plan Administrator:

- all eligible sources but excluding after-tax contributions

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" at any time.

### **ARTICLE III EMPLOYER CONTRIBUTIONS**

This Article describes Employer contributions that might be made to the Plan and how your share of the contributions is determined.

#### **What is the Employer matching contribution and how is it allocated?**

**Amounts taken into account.** Matching contributions are only based on your pre-tax deferrals and Roth deferrals.

**Matching Contribution.** Your Employer might make a discretionary matching contribution equal to a uniform percentage or dollar amount of your elective deferrals. Each year, your Employer will determine the formula for the discretionary matching contribution, if any, by Board Resolution or by written action taken by the Bishop.

**Participating Employers.** While Michigan Catholic Conference ("MCC") is the Lead Employer that sponsors the Plan, other organizations associated with the Catholic Church in the Province of Detroit have elected to be participating employers in the Plan. The names of the participating employers are listed in Article XII below. In this Summary, the term "Employer" includes MCC and all participating employers, unless the context requires otherwise. The Employer matching contributions and/or nonelective contributions to the Plan, if any, will be allocated only among the employees of the contributing Employer.

**Matching catch-up deferrals.** The Plan will include age 50 catch-up deferrals in the elective deferral amount used to determine the amount of your matching contribution.

**Allocation conditions.** If you make elective deferrals for a Plan Year, you will always share in the matching contribution made by your Employer for the Plan Year, if any, regardless of the amount of service you complete during the Plan Year.

**What is the Employer nonelective contribution and how is it allocated?**

**Nonelective contribution.** Each year, your Employer might make a discretionary nonelective contribution to the Plan. The amount, if any, and the allocation formula will be determined by Board Resolution or by written action taken by the Bishop.

**Allocation conditions.** You will always share in the nonelective contribution made by your Employer for the Plan Year, if any, regardless of the amount of service you complete during the Plan Year.

**ARTICLE IV  
COMPENSATION AND ACCOUNT BALANCE**

**What compensation is used to determine my Plan benefits?**

**All Contributions**

**Definition of compensation.** Compensation is defined as your total compensation that is subject to income tax withholding and paid to you by your Employer for the Plan Year. The following describes the adjustments to compensation that apply for the contributions noted above.

**Adjustments to compensation.** The following adjustments to compensation will be made:

- elective deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included.
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - compensation paid for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), or other similar payments that would have been made to you had you continued employment.
  - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.
  - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment.

**Is there a limit on the amount of compensation which can be considered?**

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2018 is \$275,000. After 2018, the dollar limit might increase for cost-of-living adjustments.

**Is there a limit on how much can be contributed to my account each year?**

The law imposes a limit on the amount of contributions (both Employer contributions and elective deferrals, but excluding Age 50 Catch-Up Deferrals) that may be made to your accounts during a year. For 2018, this total cannot exceed the lesser of \$55,000 or 100% of your includible compensation (generally your compensation for any 12-month period, as limited under the previous question). After 2018, the dollar limit might increase for cost-of-living adjustments.

The above limit may also need to be applied by taking into account contributions made to other retirement plans in which you are a participant. If you have more than 50% control of a corporation, partnership, and/or sole proprietorship, then the above limit is based on

contributions made in this Plan as well as contributions made to any 403(b) or qualified plans maintained by the businesses you control. If you control another business that maintains a plan in which you participate, then you are responsible for providing the Plan Administrator with information necessary to apply the annual contribution limits. If you fail to provide necessary and correct information to the Plan Administrator, it could result in adverse tax consequences to you, including the inability to exclude contributions to the Plan from your gross income for tax purposes.

### **How is the money in the Plan invested?**

The Plan assets may be invested in mutual funds and Annuity Contracts. Contact the Plan Administrator for further details regarding the investments.

You will be able to direct the investment of your Plan account, including your elective deferrals. The Plan Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. If you do not direct the investment of your Plan account, then your account will be invested in accordance with the default investment alternatives your Employer establishes under the Plan.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other Participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer and the Plan Administrator will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

### **How may I provide investment direction?**

You may provide investment direction in your account through Service Center, Voice Response, Internet Service or other electronic means subsequently adopted by the Plan Administrator using usernames and passwords which you will be responsible for maintaining in accordance with the following guidelines. ***If you do not follow the below guidelines, the Plan Sponsor and/or Prudential Retirement will not be responsible for any direct or indirect losses or damages arising from the unauthorized use of a Password occurring before you notify the Plan Administrator or Prudential Retirement that a Password is compromised. Anywhere the words "You" and "Your" are used refer to the Participant.***

1. In order to protect your passwords, you must change your password periodically, at least every six months.
2. If you require that someone other than yourself have access to your account, please provide legal documentation to Prudential Retirement, such as a notarized Power of Attorney, indicating the specific access to be granted to the specific individual. ***Do not*** provide such person with your password. If you share account access information with anyone, the Plan and Plan Administrator will consider any activities performed by such person(s) to be authorized by you. If you grant authority over your account to anyone else (i.e. an investment advisor, attorney-in-fact), the Plan and Plan Administrator will consider activities performed by such person(s) to be authorized by you.
3. All passwords are to be treated as sensitive, confidential information, therefore,
  - a. DO NOT use the same password for your retirement account as for any other personal or business accesses;
  - b. DO NOT reveal a password over the phone to anyone;
  - c. DO NOT reveal a password in an e-mail message or on questionnaires or security forms;
  - d. DO NOT reveal or share a password with anyone, not even a boss, co-worker, family member (including your spouse), administrative assistant or secretary;
  - e. DO NOT talk about passwords in front of others or enter your password in the presence of others;
  - f. DO NOT hint at the format of a password;
  - g. DO NOT use passwords that are apparent or easily determined;
  - h. DO NOT use common acronyms, words, places, numbers or names;
  - i. DO NOT use your log in name, date of birth, social security number, phone number or address;
  - j. DO NOT use the "Remember Password" feature;
  - k. DO NOT write passwords down or put them anywhere that is accessible to anyone;
  - l. DO NOT store passwords anywhere (such as a computer document or system);
4. If someone demands a password, refer him/her to this document, or refer him/her to the Plan Administrator.
5. If a Participant suspects that their account or password has been compromised, they must report the incident to Prudential Retirement and their Plan Administrator and immediately change all passwords.

### **Will Plan expenses be deducted from my account balance?**

The Plan will pay some or all Plan related expenses except for a limited category of expenses, known as "settlor expenses," which the law requires the employer to pay. Generally, settlor expenses relate to the design, establishment or termination of the Plan. See the Plan Administrator for more details. The expenses charged to the Plan may be charged pro rata to each Participant in relation to the size of each Participant's account balance or may be charged equally to each Participant. In addition, some types of expenses may be charged only to some Participants based upon their use of a Plan feature or receipt of a plan distribution. Finally, the Plan may charge expenses in a different manner as to Participants who have terminated employment with the Employer versus those Participants who remain employed with the Employer.

## **ARTICLE V VESTING**

### **What is my vested interest in my account?**

You are always 100% vested in all of your Plan accounts.

## **ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT**

**The terms of the investment arrangements that you selected for your Plan contributions might contain additional limits on when you can take a distribution, the form of distribution that is available as well as your right to transfer among approved investment options. Please review both the following information in this summary and the terms of your investment arrangements before requesting a distribution.**

### **Can I withdraw money from my account while working?**

**In-service distributions.** You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions.

**Conditions.** Generally, you may receive a distribution from certain accounts prior to termination of employment provided you satisfy any of the following conditions:

- you have attained age 59 1/2. Satisfying this condition allows you to receive distributions from all contribution accounts.
- you have incurred a financial hardship as described below.
- you incur a disability (as defined in the Plan). Satisfying this condition allows you to receive distributions from all contribution accounts.

**Qualified reservist distributions.** If you: (i) are a reservist or National Guardsman; (ii) were/are called to active duty after September 11, 2001; and (iii) were/are called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature federal distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

**Distributions for deemed severance of employment.** If you are on active military duty for more than 30 days, then the Plan generally treats you as having severed employment for purposes of receiving a distribution from the Plan from all contribution accounts. If you request a distribution on account of this deemed severance of employment and all or part of the distribution is taken from elective deferrals, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

### **Can I withdraw money from my account in the event of financial hardship?**

**Hardship distributions.** You may withdraw money on account of financial hardship if you satisfy certain conditions, subject to the rules and conditions set forth in the investment arrangements. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive upon termination of employment or other event entitling you to distribution of your account balance.

**Qualifying expenses.** A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) for you, your spouse, your dependents or your beneficiary.

- Costs directly related to the purchase of your principal residence (excluding mortgage payments).
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children, your dependents or your beneficiary.
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children, your dependents or your beneficiary.
- Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165).

A beneficiary is someone you designate under the Plan to receive your death benefit who is not otherwise your spouse or dependent.

**Conditions.** If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

- (a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
- (b) You have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans that your Employer maintains; and
- (c) That you will not make any elective deferrals for at least six (6) months after your receipt of the hardship distribution. If your salary deferrals are suspended, then your deferral election that was in place prior to the suspension will continue in effect after the suspension.

**Account restrictions.** You may request a hardship distribution only from the vested portion of the following accounts:

- elective deferrals

**Restricted Amounts.** There are additional restrictions placed on hardship distributions from certain accounts (referred to as "Restricted Accounts"). Restricted Accounts include elective deferrals, matching Contributions invested in custodial accounts, nonelective contributions invested in custodial accounts and any qualified nonelective contributions. Generally, the only amounts that can be distributed to you on account of a hardship from these Restricted Accounts are your elective deferrals (earnings on elective deferrals cannot be withdrawn for a hardship). Ask the Administrator if you need further details.

## ARTICLE VII DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

To the extent permitted in the investment arrangements, the provisions in this Article apply to distributions from the Plan following termination of employment.

### **When can I get money out of the Plan?**

You might be able to receive a distribution of some or all of your accounts in the Plan when you terminate employment with your Employer. The rules regarding the payment of death benefits to your beneficiary are described in the Article in this summary entitled "Distributions upon Death."

If you terminate employment and your vested benefit exceeds \$1,000, you will be entitled to a distribution within a reasonable time after your termination. You must consent to this distribution. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

If you terminate employment, and the value of your vested benefit does not exceed \$1,000, then a distribution will automatically be paid to you even if you do not consent. Such distribution will be paid to you within a reasonable period of time after your termination of employment. See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.

**Treatment of "rollover" contributions for consent to distribution.** In determining if the value of your vested account balance exceeds the \$1,000 threshold described above used to determine whether you must consent to a distribution, your "rollover account" will be considered as part of your benefit.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with your Employer. There might also be benefits for employees who die

or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator for further details.

**What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age?**

**Normal Retirement Age.** Your Normal Retirement Age is the date you reach age 65.

**Payment of benefits.** You will remain 100% vested in all of your accounts under the Plan if you are employed on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Age, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

**When am I considered to be disabled under the Plan?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders such Participant incapable of continuing any gainful occupation and which condition constitutes total disability under the Federal Social Security Acts.

**How will my benefits be paid to me?**

**The following provisions apply to the extent permitted under the investment arrangements in which the plan assets are invested.**

**Lump-sum distributions.** If you terminate employment and your vested account balance does not exceed \$5,000, then your vested account balance might only be distributed to you in a single lump-sum payment.

**Distribution methods.** If you terminate employment and your vested account balance exceeds \$5,000 (or another amount as provided in your investment arrangement), then your vested account balance might be distributed to you under the following methods provided they are permitted under your investment arrangements:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- ad-hoc distributions. You may request a distribution of some or all of your Plan accounts, at any time following your termination of employment, subject to any reasonable limits regarding timing and amounts as the Plan Administrator or your investment arrangements may impose.

**Required beginning date.** There are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2 or terminate employment, whichever is later. Contact the Plan Administrator if you think you might be affected by these rules.

**ARTICLE VIII  
DISTRIBUTIONS UPON DEATH**

**What happens if I die while working for the Employer?**

If you die while still employed by the Employer, then your account balance will be used to provide your beneficiary with a death benefit.

**Who is the beneficiary of my death benefit?**

You may designate a beneficiary of your choosing.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit.

**No beneficiary designation.** Subject to the terms of the investment arrangements, at the time of your death, if you have not designated a beneficiary or your beneficiary is not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's living descendants)
- (c) your surviving parents, in equal shares
- (d) your estate

**How will the death benefit be paid to my beneficiary?**

**Lump-sum distribution.** If the death benefit payable to your beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump sum.

**Distribution method.** Except for special distributions described below, if the death benefit payable to your beneficiary exceeds \$5,000, the benefit may be paid in the methods described above under "How will my benefits be paid to me?" provided the methods are permitted under your investment arrangements. The beneficiary may choose among the then available distribution methods unless you elected the death benefit distribution method prior to your death.

**When must payments be made to my beneficiary (required minimum distributions)?**

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2. Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 70 1/2 or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five years after your death. Some investment products may allow a person to use this five-year rule.

Since a spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

**What happens if I terminate employment, commence required minimum distribution payments and then die before receiving all of my benefits?**

Your beneficiary will be entitled to your remaining vested interest in the Plan at the time of your death. Payments must generally come out at least as rapidly as the required minimum distributions. Contact the Plan Administrator for more information regarding the timing and method of payments that apply to your beneficiary.

**ARTICLE IX  
TAX TREATMENT OF DISTRIBUTIONS**

**What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional federal 10% penalty tax.

You will not be taxed on distributions of your Roth deferrals. In addition, a distribution of the earnings on the Roth deferrals will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning the calendar year in which you first make a Roth deferral to our Plan (or to a 401(k) plan or another 403(b) plan if such amount was rolled over into this Plan) and ending on the last day of the calendar year that is 5 years later.

**Qualified reservist distributions.** If you: (i) are a reservist or National Guardsman; (ii) were/are called to active duty after September 11, 2001; and (iii) were/are called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution federal penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

### **Can I elect a rollover to reduce or defer tax on my distribution?**

**Rollover or Direct Transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** You may roll over all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct rollover option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

## **ARTICLE X LOANS**

### **Is it possible to borrow money from the Plan?**

Yes, it is possible to borrow money from the Plan. Loans are permitted in accordance with the Plan Loan Policy and subject to the limitations of your investment arrangements. If you wish to receive a copy of the Loan Policy, please contact the Plan Administrator.

## **ARTICLE XI CLAIMS PROCEDURES**

### **Can the Employer amend the Plan?**

Michigan Catholic Conference has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

Although Michigan Catholic Conference intends to maintain the Plan indefinitely, it reserves the right to terminate the Plan or the participation in the Plan by any participating employer at any time. Upon termination of the Plan or your Employer's participation in the Plan, no further contributions will be made to the Plan for you and all amounts credited to your accounts will continue to be 100% vested.

The Plan Administrator will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated.

### **How do I submit a claim for Plan benefits?**

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits.

### **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination.

**ARTICLE XII  
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

**Plan Name**

The full name of the Plan is Michigan Catholic Conference 403(b) Plan.

**Plan Effective Dates**

This Plan was originally effective on January 1, 2009. The amended and restated provisions of the Plan become effective on January 1, 2010.

This Summary Plan Description is effective January 1, 2019 and July 1, 2019 (Roth).

**Other Plan Information**

**Plan Year.** The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on December 31st.

The Plan will be governed by the laws of the state of the Employer's principal place of business to the extent not governed by federal law.

Service of legal process may be made upon Michigan Catholic Conference. Service of legal process may also be made upon MCC's chief executive officer or the Plan Administrator.

**Employer Information**

The Lead Employer's name, address, business telephone number and identification number are:

Michigan Catholic Conference  
510 South Capital Avenue  
Lansing, Michigan 48933  
(800)395-5565  
38-1708700

The Plan allows other employers to adopt its provisions. Other Employers who have adopted the provisions of the Plan are:

Archdiocese of Detroit  
38-1359274

Diocese of Grand Rapids  
38-1368746

Diocese of Saginaw  
38-1358181

Diocese of Marquette  
38-1390524

Diocese of Lansing  
38-1360537

Michigan Catholic Conference  
38-1708700

Diocese of Gaylord  
38-1960458

Diocese of Kalamazoo  
38-1961750

Notre Dame Preparatory School and Marist Academy  
47-1174704

St. Francis Retreat Center  
38-2980474

St. Mary Parish Pinckney  
38-1359738

St. Augustine Parish Howell  
38-2561887

St. Agnes Parish Fowlerville  
23-7375133

St. Joseph Parish Howell  
38-1359737

St. Mary Magdalen Parish Brighton  
38-3134459

St. Patrick Parish Brighton  
38-1359078

St. John the Baptist Parish Howell  
38-2054255

Holy Spirit Parish Brighton  
38-2278614

St. Patrick Parish Ann Arbor  
38-1387883

St. Thomas the Apostle Parish Ann Arbor  
38-1359587

St. Mary Student Parish Ann Arbor  
38-1358228

Christ the King Parish Ann Arbor  
38-2801288

St. Francis of Assisi Parish Ann Arbor  
38-1404594

St. Mary Parish Chelsea  
38-1641322

St. Joseph Parish Dexter  
38-6006541

St. Mary Parish Manchester  
38-1368375

Immaculate Conception Parish Milan  
38-1368366

St. Andrew Parish Saline  
38-2412498

St. Joseph Parish Ypsilanti  
38-2000913

St. John the Baptist Parish Ypsilanti

**Plan Administrator Information**

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. If you have any questions about the Plan or your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The name, address and business telephone number of the Plan's Administrator are:

MCC 403(b) Plan Committee  
510 South Capital Avenue  
Lansing, Michigan 48933  
(800)395-5565

MICHIGAN CATHOLIC CONFERENCE 403(B) PLAN

PARTICIPANT LOAN POLICY

Effective January 1, 2019, Michigan Catholic Conference 403(b) Plan permits loans to be made to Participants, but not to Participants whose employment has terminated or who are Beneficiaries or an alternate payee under a Qualified Domestic Relations Order (QDRO), pursuant to a written loan policy. All references to Participants in this loan policy include Participants with respect to the Plan who are not Beneficiaries or an alternate payee under a Qualified Domestic Relations Order (QDRO), provided that the borrower must qualify as a "party in interest" as defined by ERISA Section 3(14), but not Participants whose employment has terminated. All current employees of the Employer and certain former Employees qualify as parties in interest.

The Plan Administrator is authorized to administer the Participant loan policy. A Participant must apply to the Plan Administrator for a loan in the manner set forth by the Plan Administrator.

1. LOAN APPLICATION/BORROWER QUALIFICATION. Any Participant may apply for a loan from the Plan.

All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant applies for the loan in accordance with elections made by the Plan Sponsor in the Administrative Services Agreement between the Plan Sponsor and the service provider ("Prudential") as follows:

If the Loan Initiation Outsourcing Service has been selected, a Participant may apply for a loan by submitting a loan application ("Application"), in a form prescribed by Prudential and consistent with the terms of this Loan Policy as authorized by the Plan Administrator, to Prudential by authorized electronic means. The date and time of receipt will be appropriately recorded.

If the Participant Transaction Center (PTC) Loan Service has been selected, a Participant may apply for a loan by submitting a loan application ("Application"), in a form prescribed by Prudential and consistent with the terms of this Loan Policy as authorized by the Plan Administrator, to Prudential by authorized electronic means. The request will be reviewed and approved and/or denied by an authorized representative of the Employer by electronic means. The date and time of receipt will be appropriately recorded.

If the Non-Automated Loan Service has been selected, a Participant may apply for a loan by submitting a duly completed loan application ("Application") to the Plan Administrator or authorized plan representative that has been signed by the Participant, within the 90-day period prior to the making of the loan. If spousal consent is required, the application must be signed by the spouse and witnessed by a notary public or an authorized plan representative. An authorized plan representative must approve the loan.

The Plan Administrator will not investigate the Participant's creditworthiness before making the loan as the loan will be treated as a directed investment of the borrower's Account.

An Employee may not make and the Plan will not accept a Direct Rollover of a loan note from the qualified plan of a Participant's former employer.

Please refer to the Administrative Services Agreement for applicable loan initiation and maintenance fees. The Plan Administrator, as to new loans, may increase these fees by notice to or agreement with the record keeper or other party administering loans and repayments.

2. LOAN LIMITATIONS. The Plan Administrator will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess of the Participant's highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant's current outstanding Participant loan balance on the date of the loan. With regard to any loan made pursuant to this loan policy, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

- No loan in an amount less than \$1,000 will be granted to any Participant.
- A Participant can only have 1 loan(s) currently outstanding from the Plan.
- No loan may be made to a Participant sooner than 7 days after the outstanding loan balance of the prior loan has been repaid.
- Loan refinancing is not permitted.
- Loans will be permitted for any general purpose.
- Loans will be permitted for the purchase of a primary residence.
- Loans will be made from the following accounts in the following order:

(a) As Plan Administrator determines. Effective July 1, 2019, Roth and Roth Rollover will be distributed once all other sources have been exhausted.

3. **EVIDENCE AND TERMS OF LOAN.** The Plan Administrator will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, together with a commercially reasonable rate of interest.

The interest rate will be set by reference to the "bank prime rate." In accordance with the Plan Sponsor's direction in the Administrative Service Agreement submitted to Prudential, Prudential will make any necessary rate changes based upon the "bank prime rate" plus 1% reported by the U.S. Federal Reserve on the last business day of a calendar quarter effective for loans made on and after the first business day of the subsequent quarter. The source for the rate will be [www.federalreserve.gov](http://www.federalreserve.gov) or other websites that may provide the same information.

- i. The interest rate on Participant loans will be declared quarterly; however, the Plan reserves the right to change the basis for determining the interest rate prospectively with thirty (30) days notice.
- ii. These rights will only apply to a loan issued after the change(s) takes effect.

The loan must provide at least monthly payments under a level amortization schedule. If the Participant is currently employed by the Employer, the Plan Administrator will require the Participant receiving a loan from the Plan repay the loan via coupon or ACH debit.

The Plan Administrator will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the Participant will use as a principal residence. The maximum term for a home loan will be 15 years.

All loans will be considered a directed investment from the account(s) of the Participant maintained under the Plan. As such, all payments of principal and interest made by the Participant will be credited only to the account(s) of such Participant.

The Plan will charge that portion of the Participant's account balances with expenses directly related to the loan set-up, annual maintenance, administrative charges, and collection of the note. See the Administrative Services Agreement for more details.

A Participant may not request a Direct Rollover of a loan note to another qualified plan.

After termination of employment, a Participant may continue repayments via coupon/ACH debit. Whether the Participant chooses to continue to repay the loan or chooses not to repay the loan, the remaining loan balance will be offset against the participant's account upon the earlier of (1) a total distribution of the account to the Participant, or (2) expiration of the grace period.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a Participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the Participant.

Loans may be paid in full at any time without penalty. Participants may contact the record keeper in order to obtain a payoff quote that is valid for 14 business days.

Partial prepayments of principal only will not change the amount or timing of subsequent payments due prior to pay-off of the loan, but will simply reduce the total number of payments to be made. In order to be processed as a prepayment of principal only, the Participant or Plan Administrator must notify Prudential that the payment needs to be processed as a principal only payment, and the amount should be sent as a separate payment, not with payments made in accordance with the amortization schedule. Unless otherwise directed by the Participant or an authorized representative of the Employer as of the trade date of receipt, payments made as required by the loan amortization schedule will be allocated to principal and interest in accordance with the amortization schedule.

4. **SECURITY FOR LOAN.** The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan (account balance) to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. Generally, it will be the policy of the Plan not to make loans which require security other than the Participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.

5. **SPOUSAL CONSENT.** This plan is not subject to the Qualified Joint and Survivor Annuity requirements. The Participant is not required to obtain his/her spouse's consent to use the account balance as security for the loan regardless of the value of the Participant's account balance.

6. **FORM OF PLEDGE.** The pledge and assignment of a Participant's account balances will be in the form prescribed by the Plan Administrator.
7. **MILITARY SERVICE.** If a Participant separates from service (or takes a leave of absence) from the Employer because of service in the military and does not receive a distribution of his or her account balances, the Plan will allow a Participant to suspend loan repayments until the Participant's completion of military service. The Employer will provide the Participant with a written explanation of the effect of the Participant's military service upon his or her Plan loan. While the Participant is on active duty in the United States military, the interest rate on the loan will not exceed six percent (6%), compounded annually.
8. **LEAVE OF ABSENCE/SUSPENSION OF PAYMENT.** The Plan Administrator will not suspend loan repayments during an approved leave of absence. The Plan Administrator will provide the Participant with a written explanation of the effect of the leave of absence upon his or her Plan loan.
9. **PAYMENTS AFTER LEAVE OF ABSENCE.** When payments resume following a payment suspension in connection with a leave of absence authorized in 7 above, the Plan Administrator will select one of the following methods to repay the loan, plus accumulated interest:
- The Participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.
  - The Participant may extend the maturity of the loan and re-amortize the payments over the remaining term of the loan. In no event will the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a non-military leave of absence, the revised term of the loan will not exceed the maximum term permitted under item 3 above. In the case of a military leave of absence, the revised term of the loan will not exceed the maximum term permitted under item 3 above, augmented by the time the Participant was actually in United States military service.
10. **DEFAULT.** The Plan Administrator will treat a loan as in default if:
- any scheduled payment remains unpaid beyond 90 days after each due date (but the grace period may extend the default date to the end of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment).

The Participant may pay any missed loan payments before any applicable grace period expires for the specific loan payment not paid on time, or repay the loan in full, or, if distribution is available under the Plan, request distribution of the note. If none of these options are exercised, the Plan Administrator will offset the loan to the vested account balances by the outstanding balance of the loan to the extent permitted by law. The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

If the Participant is currently in default on a loan from this Plan, the Participant may have an additional loan from this Plan; however, any new or subsequent loan can be allowed only if the following occurs:

- the defaulted loan deemed distribution is either paid in full or offset prior to the new loan initiation.