

**AMERICAN CONFERENCE OF CANTORS RETIREMENT PLAN, A QUALIFIED 403B PLAN**

**SUMMARY OF PLAN PROVISIONS**

**TABLE OF CONTENTS**

**INTRODUCTION TO YOUR PLAN**

**ARTICLE I  
PARTICIPATION IN THE PLAN**

How do I participate in the Plan?.....1  
What happens if I'm a Participant, terminate employment and then I'm rehired?.....2

**ARTICLE II  
EMPLOYEE CONTRIBUTIONS**

What are elective deferrals and how do I contribute them to the Plan?.....2  
What are Employee (after-tax) contributions?.....3  
What are rollover contributions? .....3

**ARTICLE III  
EMPLOYER CONTRIBUTIONS**

What is the Employer nonelective contribution and how is it allocated? .....3

**ARTICLE IV  
COMPENSATION AND ACCOUNT BALANCE**

What compensation is used to determine my Plan benefits? .....4  
Is there a limit on the amount of compensation which can be considered?.....4  
Is there a limit on how much can be contributed to my account each year? .....4  
How is the money in the Plan invested? .....5  
Will Plan expenses be deducted from my account balance?.....5

**ARTICLE V  
VESTING**

What is my vested interest in my account? .....5

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

Can I withdraw money from my account while working?.....6  
Can I withdraw money from my account in the event of financial hardship? .....6

**ARTICLE VII  
DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

When can I get money out of the Plan? .....7  
What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age? .....7  
What is Early Retirement Age?.....7  
When am I considered to be disabled under the Plan?.....7  
How will my benefits be paid to me? .....7

**ARTICLE VIII  
DISTRIBUTIONS UPON DEATH**

What happens if I die while working for the Employer? .....8  
Who is the beneficiary of my death benefit?.....8  
How will the death benefit be paid to my beneficiary? .....8  
When must payments be made to my beneficiary (required minimum distributions)?.....8  
What happens if I terminate employment, commence required minimum distribution payments and then die before receiving all of my benefits? .....8

**ARTICLE IX  
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan? .....9  
Can I elect a rollover to reduce or defer tax on my distribution? .....9

**ARTICLE X  
LOANS**

Is it possible to borrow money from the Plan? .....9

**ARTICLE XI  
CLAIMS PROCEDURES**

Can the Employer amend the Plan? .....9  
What happens if the Plan is discontinued or terminated? .....9  
How do I submit a claim for Plan benefits? .....10  
What if my benefits are denied? .....10

**ARTICLE XII  
GENERAL INFORMATION ABOUT THE PLAN**

Plan Name .....10  
Plan Effective Dates.....10  
Other Plan Information .....10  
Employer Information .....10  
Plan Administrator Information.....10

## AMERICAN CONFERENCE OF CANTORS RETIREMENT PLAN, A QUALIFIED 403B PLAN

### SUMMARY OF PLAN PROVISIONS

#### INTRODUCTION TO YOUR PLAN

American Conference of Cantors Retirement Plan, a Qualified 403b 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
- Employer nonelective contributions
- Employee (after-tax) contributions
- Employee rollover contributions

#### ARTICLE I PARTICIPATION IN THE PLAN

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

Provided you are not an Excluded Employee, you can begin participating under 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.

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The employees who are excluded are:

- certain nonresident aliens who have no earned income from sources within the United States;
- employees who are not employed by a Participating Employer;
- employees who are not residents of the United States;
- employees who are not Members in good standing of the American Conference of Cantors or the Guild of Temple Musicians; and
- employees who do not satisfy such other criteria established by the Executive Board in a uniform, non-discriminatory manner.

Individuals who are treated as self-employed for purposes of the Federal Insurance Contribution Act (FICA) will not fail to be eligible Employees provided they are not Excluded Employees.

A Participating Employer is an Employer that has adopted this Plan. An Employer is any temple or other eligible organization employing employees, limited to synagogues or temples or associations of synagogues and/or temples, or elementary or secondary schools which are controlled, operated, or principally supported by a synagogue, temple, or an association of synagogues and/or temples, or qualified church-controlled organizations (within the meaning of Code Section 3121(w)(3)(B)); provided, however, the term Employer shall only include organizations exempt from federal income tax pursuant to Code Section 501(c)(3) and those organizations that permit the Plan to maintain its status as a "church plan." Notwithstanding anything contained herein to the contrary, the American Conference of Cantors shall be considered an Employer eligible to participate in the Plan, but only with respect to Elective Deferrals.

Contact the Plan Administrator for additional information if you are not sure if this affects you.

**Eligibility Conditions and Entry Date.** You will be eligible to participate in the Plan when you and your Employer have completed and returned the appropriate enrollment forms. Your participation will begin as soon as administratively possible following submission of the completed enrollment forms.

### **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 amount and have that amount contributed to the Plan on a pre-tax basis as an elective deferral. Your taxable income is reduced by the elective deferral contribution so you pay less in federal income taxes (however, the amount you defer is still counted as compensation for purposes of Social Security taxes). Later, when the Plan distributes the elective deferrals and earnings, you will pay the taxes on those elective deferrals and the earnings. Therefore, 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.

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 not apply to irregular pay (e.g., bonuses) unless you make a separate election to have a deferral from the irregular pay.

**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 least once a year 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 2020 and 2021 is \$19,500. After 2021, 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 2020 and 2021 is \$6,500. After 2021, the maximum might increase for cost-of-living adjustments.

**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 Employee (after-tax) contributions?**

**Employee (after-tax) contributions.** As a Participant under the Plan, you may make contributions to the Plan on an after-tax basis. Employee (after-tax) contributions are subject to current taxation even though they are contributed to the Plan. However, any earnings you receive on your after-tax contributions made to the Plan will generally not be taxed until you withdraw those amounts from the Plan. When you retire or otherwise become eligible for Plan benefits, the value of your Employee Contribution Account will be used to provide additional benefits for you or your beneficiaries.

You will always be 100% vested in your after-tax contributions (see the Article in this summary entitled "Vesting").

**Limitations.** There are certain limitations imposed by law on the amount of Employee (after-tax) contributions you can contribute to the Plan. These limitations will change from year to year depending upon the level of such contributions made by other Participants during the year. If your after-tax contributions exceed these limitations, the Plan Administrator will return the excess contributions to you.

**Withdrawal of Employee (after-tax) contributions.** You may withdraw amounts in your Employee Contribution Account at any time.

#### **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 a Participant who is currently employed, 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.

**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 nonelective contribution and how is it allocated?**

**Nonelective contribution.** Each year, the Employer might make a discretionary nonelective contribution to the Plan. Your share of any contribution is determined below.

**Nonelective contribution for Former Employees.** Your Employer might make to the Plan a contribution with respect to all former Employees who are no longer employed and have Deemed Includible Compensation. Your Employer will determine the amount and the timing of the Contribution in its discretion. This contribution cannot be made for more than 5 years after you terminate employment, or if earlier, the year of your death.

The allocation conditions will not apply to these contributions and the former Employee will be fully Vested in such contributions. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the employee has terminated.

**Allocation conditions.** You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

**Your share of the contribution.** The nonelective contribution will be "allocated" or divided among Participants eligible to share in the contribution for the Plan Year.

Your share of the nonelective contribution will be determined by your Employer each year.

**Participating Employers.** The nonelective contributions will be allocated only to participants directly employed by contributing Participating Employers.

## 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 and paid to you by your Employer for the Plan Year.

**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 while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- 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.

### 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 2020 is \$285,000. The limit for the Plan Year beginning in 2021 is \$290,000. After 2021, 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 2020, this total cannot exceed the lesser of \$57,000 (for 2021, \$58,000) or 100% of your includible compensation (generally your compensation for any 12-month period, as limited under the previous question). After 2021, 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.

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

**Expenses allocated to all accounts.** Subject to the terms of the investment arrangements funding the plan, the Plan might pay some or all Plan related expenses except for a limited category of expenses which the law requires your Employer to pay. The category of expenses which your Employer must pay are known as "settlor expenses." Generally, settlor expenses relate to the design, establishment or termination of the Plan. The expenses charged to the Plan might be charged pro rata to each Participant in relation to the size of each Participant's account balance or might be charged equally to each Participant. In addition, some types of expenses might be charged only to some Participants based upon their use of a Plan feature or receipt of a Plan distribution. Finally, the Plan might charge expenses in a different manner as to Participants who have terminated employment with your Employer versus those Participants who remain employed with your Employer.

**Terminated employee.** After you terminate employment, subject to the terms of the investment arrangements funding the Plan, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

**Expenses allocated to individual accounts.** There are certain other expenses that might be paid just from your account subject to the terms of the investment arrangements funding the Plan. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan might incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses might be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Plan Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer might, from time to time, change the manner in which expenses are allocated.

## **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 incurred a financial hardship as described below.

**Withdrawal of Employee (after-tax) contributions and rollover contributions.** You may withdraw amounts in your Employee Contribution Account and your "rollover account" at any time.

### **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. You may not receive a hardship distribution from your qualified nonelective contribution accounts, if any.

**Qualifying expenses.** A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you or your beneficiary may 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 or your dependents.
- 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 or your dependents.
- 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 or your dependents.
- Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165).

**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.

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

- elective deferrals
- accounts attributable to Employer nonelective contributions

**Restricted Amounts.** There are additional restrictions placed on hardship distributions from certain accounts (referred to as "Restricted Accounts"). Restricted Accounts include elective deferrals, 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, 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.)

**Earlier distribution.** If you have terminated employment and you incur a financial hardship, you may be able to receive a distribution of your account even though your account is not yet distributable to you based on your termination of employment. See the question "What happens if I terminate employment due to disability?" for further information.

**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 become 100% vested in all of your accounts under the Plan (assuming you are not already fully vested) 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 ½ (age 72 if you attain age 70 ½ after December 31, 2019). (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

### **What is Early Retirement Age?**

**Early Retirement Age.** Your Early Retirement Age is the date you attain age 59 1/2 and permanently retire from full-time employment as a professional cantor or temple musician (as determined by the Trustees). For this purpose, "full-time" means regularly scheduled to work 30 or more hours per week.

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

**Definition of disability.** Under the Plan, disability is defined as the inability 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 which has lasted or can be expected to last for a continuous period of not less than twelve months. The permanence and degree of such impairment must be supported by medical evidence. The Plan Administrator may require that your disability be determined by a licensed physician.

### **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 any method permitted under your investment arrangements, including the following:

- 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)

- designated distributions for parsonage

**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 ½ (age 72 if you attain age 70 ½ after December 31, 2019) 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?

**Beneficiary designation.** 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 under any method permitted under your investment arrangements, including the methods described above under "How will my benefits be paid to me?". 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 ½ (age 72 if you attain age 70 ½ after December 31, 2019). Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 70 ½ (age 72 if you attain age 70 ½ after December 31, 2019) 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.

### 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 your Employee (after-tax) contributions to the Plan when they are distributed from the Plan. You will, however, be taxed on income attributable to those contributions.

**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?**

Your Employer 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 your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer 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. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

**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 American Conference of Cantors Retirement Plan, a Qualified 403b Plan.

**Plan Effective Dates**

This Plan was originally effective on December 1955. The amended and restated provisions of the Plan become effective on January 1, 2010. This summary describes the Plan provisions in effect on and after June 29, 2020.

**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 the Employer. Service of legal process may also be made upon the Employer's chief executive officer or Plan Administrator.

**Employer Information**

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

American Conference of Cantors, Inc.  
1375 Remington Road, Suite M  
Schaumburg, Illinois 60173  
847-781-7800  
13-2666627

**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:

American Conference of Cantors Executive Board  
1375 Remington Road, Suite M  
Schaumburg, Illinois 60173  
847-781-7800