

Information Sharing Agreement

THIS AGREEMENT is entered into as of January 1, 2009 (or such later date as is entered at the end hereof) by and between the General Board of Pension and Health Benefits of The United Methodist Church, Incorporated in Illinois (Wespath) and the plan sponsor listed at the end of this Agreement (Plan Sponsor), which is the sponsor of one or more Internal Revenue Code (Code) §403(b) tax-deferred annuity plans administered by Wespath (such as the United Methodist Personal Investment Plan, the Clergy Retirement Security Program, and/or the Retirement Security Program for General Agencies) and one or more other 403(b) vendors.

1. Purpose

The purpose of this Agreement is to set out the terms for sharing information between Wespath and the Plan Sponsor necessary for compliance with:

- (a) Wespath-administered §403(b) retirement plans and other Code §403(b) plans or contracts when a participant has an account with both:
 - (i) one or more such Wespath-administered plans (Wespath Plans); and
 - (ii) another Code §403(b) plan or contract not administered by Wespath (Non-Wespath §403(b) Plan); and
 - (b) Treasury Regulation §1.403(b)-10(b), relating to tax-free contract exchanges (formerly known as 90-24 transfers) by Plan Sponsor employees or participants into a Wespath Plan after September 24, 2007.
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2. Plan Sponsor Provides Information

- (a) The Plan Sponsor will notify Wespath in writing of every Plan Sponsor participant in a Wespath Plan who also has an account balance in a Non-Wespath §403(b) Plan.
- (b) Upon request by Wespath, the Plan Sponsor will provide written notice of the following information to Wespath concerning each of the Plan Sponsor's employees or participants who has an account or accrued benefit under both a Wespath Plan and a Non-Wespath §403(b) Plan:
 - (i) **For loans from a Non-Wespath §403(b) Plan:**
 - (A) current loan balance; and
 - (B) highest loan balance during the last 12 months.

3. Wespath Provides Information

Upon request, Wespath will provide written notice of the following information to the Plan Sponsor concerning such employees or participants:

(a) For loans from a Wespath Plan:

- (i) current loan balance; and
- (ii) highest loan balance during the last 12 months.

(b) For Required Minimum Distributions (RMDs) from a Wespath Plan:

- (i) the amount of the RMD from each Wespath Plan.
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4. Information Coordination

Upon request by the Plan Sponsor, Wespath will coordinate with the Plan Sponsor to make sure that the limitations of Code §§401(m), 402(g), 414(v) and 415(c) are met across all Wespath Plans and Non-Wespath §403(b) Plans and will make appropriate refunds from Wespath Plans or take other action to assure compliance with such limitations.

5. Contract Exchanges

If a Wespath Plan receives a contract exchange (within the meaning of Treasury Regulation §1.403(b)-10(b)) after September 24, 2007, it will apply any distribution restrictions required under Treasury Regulation §1.403(b)-10(b)(2)(C) [restrictions required under Code §403(b)(1), (7), or (9)].

6. Confidentiality

Both Wespath and the Plan Sponsor will take all reasonable precautions to keep participant information confidential and will disclose participant information to each other only as required by law, regulations or plan provisions. The Plan Sponsor will not use any such information to make employment decisions with respect to any participant.

7. Miscellaneous

The following additional provisions are included in this Agreement:

- (a) **Costs:** Each party will bear its own costs of compliance with this Agreement.
- (b) **Assignment:** This Agreement may not be assigned by either party without the written consent of the other.
- (c) **Amendment:** This Agreement may be amended only by a written amendment signed by authorized representatives of both parties.
- (d) **Term and Termination:** This Agreement will remain in effect until it is terminated or until no Plan Sponsor employee or participant has any assets in both a Non-Wespath §403(b) Plan and a Wespath Plan. It may be terminated by either party upon at least 30 days' advance written notice to the other—provided, however, that §§2, 3 and 4 of this Agreement will survive any such termination for so long as any Plan Sponsor employee or participant has any assets in both a Non-Wespath §403(b) Plan and a Wespath Plan, and, provided further, that §5 of this Agreement will survive any such termination forever.
- (e) **Governing Law:** This Agreement will be governed under Illinois law to the extent it is not governed by the Code.

EXECUTED this _____, 20 ____ by and between the following parties:

The General Board of Pension and Health Benefits of The
United Methodist Church, Incorporated in Illinois (Wespath)

_____ Plan Sponsor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____