Chicago Theological Seminary

Section 125 Flexible Benefits Plan

Effective: November 11, 2000

ARTICLE 1: The Plan

Establishment. It is the intention of CTS ("CTS") to create and administer this plan of flexible compensation for the benefit of eligible Employees of CTS, which shall be known as the CTS FLEXIBLE BENEFITS PLAN (the "Plan").

Purpose. The purpose of the Plan is to provide eligible Employees with a choice among direct cash compensation and the payment of medical/dental premiums to cover the Employee's share of the cost of providing group dependent medical and dental insurance coverage under CTS' Benefits Plan, dependent care reimbursement coverage, and health care reimbursement coverage. CTS' Benefits Plan is described in separate written documents and is incorporated herein by reference. The Plan is intended to comply with the provisions of Section 105, 106, 125, and 129 of the Internal Revenue Code of 1986, as amended.

ARTICLE 2: Definitions

Whenever used in the Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning, and when the defined meaning is intended, the term is capitalized:

"*Affiliate*" means an entity (other than CTS) which is part of a group of entities which includes CTS and which constitutes: (a) a controlled group of corporations (as defined in Code Section 414(b)); (b) a group of trades or businesses, whether or not incorporated, under common control (as defined in Code Section 414(c)); or (c) an affiliated service group (within the meaning of Code Sections 414(m) and (o)).

"*COBRA*" means Code Section 4980B, as from time to time amended.

"*Code*" means the Internal Revenue Code of 1986, as from time to time amended.

"*CTS*" means the Chicago Theological Seminary.

"*Administrator*" means the Vice President, Finance & Administration, who shall be the plan administrator and named fiduciary with respect to the Plan.

"*Compensation*" of a Participant means total salary, wages, bonuses, pay for overtime, vacation pay, sick pay, pay for shift differentials, and other cash compensation paid by an Employer to a Participant (without regard to any salary reduction under this Plan), but excluding reimbursed expenses, credits and benefits under any plan of deferred compensation to which an Employer contributes, and any additional compensation payable in a form other than cash.

"*Contribution*" means the portion of a Participant's Compensation which he has elected to reduce in order to provide the benefits described herein.

"*Dependent*" shall mean a person who qualifies as a dependent of a Participant under Code Section 152. Notwithstanding the foregoing, for purposes of Article 5 (Dependent Care Assistance Plan), "Dependent" shall mean a person who:

a) is under age 13 and for whom a Participant is entitled to a deduction under Code Section 151(c) or
b) is a dependent of a Participant within the meaning of Code Section 152 or the Spouse of a Participant, if such dependent or Spouse is physically or mentally incapable of caring for himself; provided; however, if paragraph (2) or (4) of Code Section 152(e) (entitling a noncustodial parent to a deduction under Code Section 151(c)) applies to any child of a Participant for any Plan Year, and if such child is under the age of 13 or is physically or mentally incapable of caring for himself, then such child shall be treated as a dependent of the custodial parent (within the meaning of Code Section 152(e)(1)), and shall not be treated as a dependent of the noncustodial parent.

"*Dependent Care Expense*" means an amount paid for expenses of a Participant for household services or for the care of a Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed by an Employer for any period during which the Participant has one or more Dependents; provided, however, that (a) if such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Dependent Care Expenses only if incurred for a Dependent under the age of 13 for whom the Participant is entitled to an exemption under Code Section 151(c) or for any other Dependent who regularly spends at least 8 hours per day in the Participant's household; (b) if the expense is incurred outside the Participant's home at a facility that provides care for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; (c) Dependent Care Expenses of a Participant shall not include expenses paid or incurred for services provided by (i) a child of such Participant who is under the age of 19 or (ii) an individual who is a Dependent of such Participant or such Participant's Spouse; and (d) Dependent Care Expenses shall not include expenses incurred outside the Participant's household at a camp where the Dependent stays overnight. In no event shall Dependent Care Expenses for any Period of Coverage exceed $5,000 ($2,500 for married Participants filing separate income tax returns).

"*Earned Income*" shall mean all income derived from wages, salaries, and other employee compensation received by a Participant or his Spouse, plus the net earnings from self-employment (within the meaning of Code Section 1402(a)), but determined with regard to the deduction allowed by Code Section 164(f), received by a Participant or his Spouse. Earned Income shall be determined without regard to any community property laws, and shall not include any amounts received as a pension or annuity, any amounts paid or incurred by an Employer for Dependent Care Expenses, or any amounts to which Code Section 871(a) applies. In the case of a Spouse who is a student or who is physically or mentally incapable of caring for himself, such Spouse shall be deemed for each month during which such Spouse is a full-time student at an educational institution,

or is physically or mentally incapable of caring for himself, to have Earned Income of not less than $200 if the Participant has one Dependent for the Plan Year, or $400 if the Participant has two or more Dependents for the Plan Year.

"*Effective Date*" means November 11, 2000.

"*Employee*" means an individual employed by an Employer other than (a) an individual who is employed on a part-time, temporary or seasonal basis, and (b) an individual providing services to an Employer in the capacity of, or who is designated by CTS as, an independent contractor.

"*Employer*" means the CTS and any Affiliate which adopts the Plan as authorized by the CTS.

"*Health Care Expenses*" means expenses for the medical care of a Participant, his/her Spouse or Dependents, as defined in Code Section 213(d), and shall include, but not be limited to, payments for the purpose of the diagnosis, care, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body, for any hospital or nursing charges, optometrical, ophthalmological, or auditory care, dental care, psychiatric care, prescription drugs, insulin, eyeglasses, hearing aid appliances, prosthetic devices, and medical-related transportation expenses. "Health Care Expenses" does not include cosmetic surgery or similar procedures unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease.

"*Participant*" means a person who is an Employee on or after the Effective Date and who satisfies the participation conditions of Article 3. A person who becomes a Participant shall remain a Participant until all benefits due him under the provisions of the Plan have been paid to him or otherwise have been satisfied.

"*Period of Coverage*" means with respect to any Plan Year, that Plan Year; provided that, for any Employee who becomes a Participant after the start of a Plan Year, the Period of Coverage shall mean the period commencing on the effective date of such Participant's participation and extending through the remainder of the Plan Year.

"*Plan*" means the Chicago Theological Seminary Flexible Benefits Plan as set forth herein and as amended or restated from time to time.

"*Plan Year*" means the 12-month period ending December 31 except that for the first year of the Plan's operation, the plan year is the 11-month period beginning February 1, 2001 and ending December 31, 2001.

"*Spouse*" shall mean the person to whom a Participant is legally married; provided, that such term shall not include a person legally separated from the Participant under a decree of divorce or legal separation.

Gender and Number.

Whenever the context requires or permits, the gender and number of words shall be interchangeable.

ARTICLE 3: Participation

Commencement of Participation.

Each Employee may become a Participant only on the first day of the first calendar month following his employment by an Employer.

Participation Conditions

As a condition of participation and receipt of benefits under this Plan, each Participant must:

1. Agree to furnish to the Administrator the application to participate provided for in Section 3;
2. Designate a portion of his Compensation for benefits hereunder in accordance with the provisions of Article 4;
3. Observe all Plan rules and regulations; and
4. Consent to inquiries by the Administrator with respect to any health care provider involved in a claim for reimbursement of Health Care Expenses under the Plan;
5. Submit to the Administrator all reports, bills, and other information which CTS may reasonably require, including written substantiation by a third party of the amount of any Dependent Care Expense or Health Care Expense to be reimbursed and a written statement by the Participant that such expense is not reimbursable through other sources.

Application to Participate

Each Employee who is eligible to be a Participant shall execute and deliver to the Administrator, prior to his first day of participation, a written application in which he makes a benefit election with respect to his Compensation for the applicable Plan Year, and supplies any other information that the Administrator reasonably requires. The application shall be delivered to the Administrator in accordance with the procedures established by the Administrator from time to time.

Termination of Participation

A Participant shall cease to be a Participant (subject to the definition of Participant in Article 2) on the earliest of: (a) the date he ceases to be an Employee, provided, however, that if a Participant, a Participant's Spouse or a Dependent child of a Participant

elects COBRA continuation coverage under Section 3.5, such individual's participation under the Health Care Reimbursement Plan shall terminate at the end of such period of continuation coverage; (b) the first day of the Plan Year following his election not to participate in the Plan; or (c) the date the Plan terminates. Participation may thereafter be renewed upon satisfaction of the requirements of this Article 3.

COBRA Continuation Coverage

Each Participant, his Spouse or Dependent child may elect continuation coverage under the Health Care Reimbursement Plan by making after-tax contributions in the event coverage under the Health Care Reimbursement Plan would terminate on account of a "Qualifying Event" as defined in subsections (b), (c) and (d) below. For purposes of this Section 3.5, the term "Dependent" shall also include a child who is born or placed for adoption with a Participant during the period of continuation coverage.

The Participant, his Spouse and Dependent child may elect continuation coverage for the following Qualifying Events:

1. Termination of the Participant's employment for any reason other than gross misconduct; or
2. Reduction of the Participant's hours of employment.

The Participant's Spouse and Dependent child may elect continuation coverage for the following Qualifying Events:

1. Death of the Participant; or
2. Divorce or legal separation of the Participant from his Spouse, provided CTS is given notice of such Qualifying Event within 60 days after its occurrence; or
3. The Participant becomes entitled to Medicare benefits while his participation in the Plan is being continued pursuant to subsection 3.5(b).

The Participant's Dependent child may elect continuation coverage for the following Qualifying Event: the Dependent child ceases to be a Dependent, provided CTS is given notice of such Qualifying Event within 60 days after its occurrence.

For purposes of this Article 3, continuation coverage shall be the same coverage as in effect on the date of the Qualifying Event, as such coverage may from time to time be modified or terminated.

Upon the occurrence of a Qualifying Event, CTS shall notify each affected Participant, Spouse or Dependent child of the opportunity to elect continuation coverage hereunder. In order to elect continuation coverage, the Participant, Spouse or Dependent child:

1. Must appropriately complete the prescribed form and deliver it to CTS within 60 days of receipt of such notice or, if later, within 60 days of the date the coverage under the Plan would otherwise terminate on account of the Qualifying Event; and

2. Pay on an after-tax basis the amount per month that would otherwise be contributed to the Participant's Medical Expense Account pursuant to the Participant's current election plus a 5% administrative charge. Such amounts shall be paid within 45 days of election for the period from the date on which coverage under the Plan would otherwise terminate through the month in which the election to maintain continuation coverage is received by CTS.

Each Participant, Spouse and Dependent child may make separate elections regarding continuation of coverage. Failure to elect continuation coverage within the 60-day period described in subsection (f)(i) and to pay on a timely basis the amount per month that would otherwise be contributed to a Participant's Medical Expense Account pursuant to the Participant's current election, shall terminate the right to elect continuation coverage.

Continuation coverage shall terminate upon the earliest of the following dates:

1. Termination of the Plan and all other health plans maintained by CTS; or
2. The end of the month for which the last full contribution has been made by the Participant, Spouse or Dependent child; or
3. The date the Participant, Spouse or Dependent child first becomes, after the date of the Qualifying Event, covered under any other group health plan as an employee or otherwise, unless such group health plan limits such person's coverage or benefits on the basis of a pre-existing condition; or
4. Except as provided in subsection 3.5(c)(iii), the Participant, Spouse or Dependent child first becomes, after the date of the Qualifying Event, entitled to Medicare; or
5. 18 months from the date of a Qualifying Event described in Article 3; provided, however, that if the Social Security Administration determines that the Participant, Spouse or Dependent child was or became totally disabled under the Social Security Act at any time during the first 60 days of COBRA continuation coverage, and he so informs CTS of such determination prior to the end of the first 18 months of continuation coverage and within 60 days of such determination, such individual shall be entitled to up to 11 months (for a total of 29 months) of additional continuation coverage, which shall terminate on the earlier of:
    a. The date he is no longer determined to be so disabled; or
    b. 29 months after the date of such Qualifying Event; or
    c. 36 months from the date of a Qualifying Event as described in Article 3.

If, during the period that continuation coverage is in effect pursuant to Article 3, a Qualifying Event occurs, then each affected Spouse or Dependent child shall again be entitled to extend their continuation coverage. The period of such continuation coverage shall not, however, extend beyond 36 months after the date of the first Qualifying Event.

ARTICLE 4: Benefit Elections and Benefits Provided

Benefit Elections

For the Period of Coverage, each Participant shall be entitled to elect, in accordance with Article 4, to reduce his Compensation by (i) the specific amount to cover his required contributions to provide dependent coverage under the group medical and dental portion of CTS' Welfare Benefit Plan, (ii) such amount as the Participant may elect for dependent care assistance, and/or (iii) beginning January 1, 2001, such amount as the Participant may elect for health care reimbursement coverage. These amounts shall be referred to as the "Contribution" and such Contribution shall be allocated between the benefits described in Article 4. In no event may the amount elected for such dependent care assistance exceed $5,000 for the Plan Year (or $2,500 for a Married Participant if he and his wife are filing separate returns). In no event may the amount elected for such health care reimbursement coverage exceed $3,000 per year.

The amount of the Contribution required to provide dependent coverage under the group medical and dental portion of CTS' Benefits Plan shall be determined by CTS in its sole discretion and may not exceed the amount required to provide such benefit.

In no event shall a Participant's Contribution be refunded or otherwise paid to the Participant directly or indirectly, or carried over or applied to provide benefits in any subsequent Period of Coverage.

Contributions shall reduce the Participant's Compensation ratably on each pay day during the Period of Coverage and shall be (i) used to pay dependent medical and dental premiums, (ii) credited to his Dependent Care Reimbursement Account and Health Care Reimbursement Account in accordance with Article 4.

In its discretion in administering the Plan, the Administrator may utilize benefit election forms that do not require an initial reduction of Compensation, so long as the end result comports with the requirements of the Plan.

Time of Election

A Participant's initial benefit election under Article 4 shall be made as part of his application to participate. Thereafter, a Participant may change his benefit election for a subsequent Period of Coverage by providing written notice thereof to the Administrator prior to the first day of the Period of Coverage for which such change is to be effective, at such time and in such form as is acceptable to the Administrator.

Irrevocability of Election

An election for any Period of Coverage shall be revocable at any time prior to the last day on which such election may be filed pursuant to Article 4. Once in effect, an election for any Period of Coverage shall be deemed to continue in effect for all subsequent Periods of Coverage unless the Participant timely files a revised election for any such Period of Coverage.

A Participant's benefit election for any Period of Coverage shall be irrevocable during the Period of Coverage, except that (i) the Administrator may limit a Participant's Contribution in accordance with Article 8 in the event that there is a change in a Participant's marital status or number of Dependents, a change in the employment status of the Participant's Spouse, a significant change in the health coverage of the Participant or the Participant's Spouse attributable to the Spouse's employment, a switch from part-time to full-time or full-time to part-time employment status by the Participant or the Participant's Spouse, or any other change in the Participant's family status and under such other circumstances as the Administrator may determine in its sole discretion, consistent with applicable Code regulations, a Participant shall be entitled to change his benefit election for the remainder of the Period of Coverage in a manner that is consistent with such change in status, by providing written notice thereof to the Administrator, in a form acceptable to the Administrator. Any such change shall be effective as of the later of (A) the first day of the first calendar month beginning not less than 30 days (or such shorter period as the Administrator may permit) after the date such Participant's written notice is received by the Administrator or (B) the first day of the first calendar month in which such change occurs.

Benefits Provided

For the Period of Coverage, each Participant's Contribution, if any, shall be treated as follows:

1. The portion of the Participant's Contribution (as elected by the Participant under Article 4 which is required to provide the Participant with dependent coverage under the medical and dental portions of CTS' Benefits Plan shall be determined by the CTS in its sole discretion and applied by the Administrator to the payment of premiums for that purpose.
2. The balance (or all, if no portion is applied) of the Participant's Contribution shall be allocated, as elected by the Participant under Article 4, to the Participant's Dependent Care Reimbursement Account for that Plan Year in accordance with Article 5 and/or to the Participant's Health Care Reimbursement for that Plan Year in accordance with Article 6.

ARTICLE 5: Dependent Care Assistance Plan

Dependent Care Reimbursement Accounts

CTS shall establish for each Participant who elects to participate in the Dependent Care Assistance Plan a Dependent Care Reimbursement Account for each Plan Year.

Increases in Dependent Care Reimbursement Accounts

A Participant's Dependent Care Reimbursement Account for a Plan Year shall be credited at such time as provided in Article 4 with the portion of the Participant's Contribution for that Plan Year that he has elected to apply toward his Dependent Care Reimbursement Account pursuant to Article 4.

Decreases in Dependent Care Reimbursement Accounts

A Participant's Dependent Care Reimbursement Account for a Plan Year shall be reduced by the amount of any benefits paid to or on behalf of a Participant pursuant to Article 5.

Dependent Care Benefits

Subject to limitations contained in other provisions of this Plan, a Participant who incurs Dependent Care Expenses during his Period of Coverage with respect to a Plan Year shall be entitled to receive during the Plan Year from CTS reimbursement for the amount of such expenses to the extent of the amount then credited to the Participant's Dependent Care Reimbursement Account for that Plan Year. CTS shall reimburse the Participant for Dependent Care Expenses incurred upon the presentation to the Administrator of a claim for reimbursement, which shall include such form(s) and documentation of expenses in a form satisfactory to the Administrator, and the acceptance of such claim (or a portion thereof) by the Administrator. Participants shall be reimbursed for such expenses monthly on the basis of accepted claims filed with CTS during the preceding month. Notwithstanding anything herein to the contrary, a claim with respect to a Plan Year must be filed before the April 1 of the following Plan Year to be eligible for reimbursement.

If a Participant submits an acceptable claim which exceeds the amount credited to his Dependent Care Reimbursement Account as of the last day of the month when received, such claim shall be treated as accepted to the extent of the balance of his Account on such last day and the remainder shall be treated as an accepted claim in subsequent months until fully paid or the Participant's Account for the Plan Year has been fully exhausted.

If a Participant ceases to be an Employee, such Participant shall be entitled to continue receiving benefits pursuant to this Article to the extent of the amount remaining in the Participant's Dependent Care Reimbursement Account for the Plan Year of the termination of his employment.

Limitation on Benefits

Amounts paid to a Participant pursuant to Article 5 during any Plan Year shall not exceed the least of:

1. The amounts from time to time credited to the Participant's Dependent Care Reimbursement Account for such Plan Year; or
2. In the case of a Participant who is not married at the close of the Plan Year, such Participant's Earned Income for such Plan Year; or
3. In the case of a Participant who is married at the close of the Plan Year, the lesser of such Participant's Earned Income or the Earned Income of such Participant's Spouse for such Plan Year; or
4. The amount excludable from income under Code Section 129.

Exclusions

A Participant shall not be reimbursed for any expense that would otherwise be a Dependent Care Expense if:

1. The Participant or his Spouse has claimed a credit or deduction for such expense under any section of the Code;
2. Such expense was incurred at a time before the Participant became a Participant in the Plan; or
3. A claim for reimbursement of such expense has not been filed in accordance with the provisions of Article 5

Forfeiture of Unused Benefits

If, following the final payment of reimbursement benefits for eligible expenses incurred during the Period of Coverage for any Plan Year, any amount remains in a Participant's Dependent Care Reimbursement Account for that Plan Year, the Participant shall forfeit such amount and have no further claim thereto.

Annual Statement of Benefits

On or before January 31 of each calendar year, CTS shall furnish to each individual who was a Participant and who received benefits under Article 5 during the prior calendar year a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year.

Separate Written Plan

For purposes of the Code, this Article 5 shall constitute a separate written plan providing a program of dependent care assistance. To the extent necessary, other provisions of the Plan are deemed incorporated by reference in this Article 5.

ARTICLE 6: Health Care Reimbursement Plan

Health Care Reimbursement Accounts

Beginning January 1, 2001, and for Plan Years thereafter, CTS shall establish a Health Care Reimbursement Account for each Participant who is eligible to elect and does elect to allocate a portion of his Contribution to a Health Care Reimbursement Account for such Plan Year.

Increases in Health Care Reimbursement Accounts

A Participant's Health Care Reimbursement Account for a Plan Year shall be credited at the beginning of each Plan Year with the Participant's Contribution for that Plan Year that he has elected to apply toward his Health Care Reimbursement Account pursuant to Article 4..

Decreases in Health Care Reimbursement Accounts

A Participant's Health Care Reimbursement Account for a Plan Year shall be reduced by the amount of any benefits paid to or on behalf of a Participant pursuant to Article 6.

Health Care Reimbursement Benefits

Subject to limitations contained in other provisions of this Plan, a Participant who incurs Health Care Expenses during his Period of Coverage shall be entitled to receive from the Plan reimbursement for the amount of such expenses to the extent of the amount of his Contribution for the Plan Year which the Participant had elected to be allocated to his Medical Expense Account for that Plan Year, reduced for any prior reimbursements for such Plan Year.

The Plan shall reimburse the Participant for Health Care Expenses incurred after the acceptance by the Administrator of a claim (or a portion thereof) for reimbursement which shall include such form(s) and documentation of expenses as may be required by the Code and the regulations promulgated by the Internal Revenue Service thereunder, and as shall be satisfactory to the Administrator. Such documentation shall include a written statement by a third party substantiating the amount of the Health Care Expense and the date such expense was incurred, and a written statement by the Participant that the item for which a claim is made is not subject to reimbursement under any policy described in Article 6 or from any other source.

During the Plan Year, Participants shall be reimbursed monthly on the basis of accepted claims filed with CTS during the preceding month. Notwithstanding anything herein to the contrary, any claim with respect to a Plan Year must be filed before the April 1 of the following Plan Year to be eligible for reimbursement. For purposes of this paragraph,

claims for expenses submitted for reimbursement under the group medical and dental portions of CTS' Benefit Plan but not reimbursed thereunder shall not be considered filed with CTS prior to such time as a benefit determination has been made under the medical or dental portion, as applicable, or CTS' Benefit Plan; provided, however, that such claim shall be considered as filed for purposes of the April 1 of the following year deadline.

If a Participant ceases to be an Employee, such Participant shall be entitled to continue receiving benefits pursuant to this Article only to the extent the expenses were incurred prior to the date the Participant ceased to be an Employee, unless he elects and maintains COBRA continuation coverage pursuant to Article 3.

Limitations on Health Care Reimbursement Benefits

Anything herein to the contrary notwithstanding, no benefits shall be paid under this Article 6:

1. In the event and to the extent that such reimbursement or payment is covered under any insurance policy or policies, whether paid for by CTS or the Participant, or under any other health and accident plan by whomever maintained. In the event that there is such a policy or plan in effect providing for such reimbursement or payment, in whole or in part, then to the extent of the coverage under such policy or plan, CTS shall be relieved of any liability hereunder; or
2. To the extent that an expense has been submitted for reimbursement from a Participant's Dependent Care Expense Account.

Forfeiture of Unused Benefits

If, following the final payment of reimbursement benefits for Health Care Expenses incurred during the Period of Coverage, any amount remains in a Participant's Health Care Reimbursement Account for that Plan Year, the Participant shall forfeit such amount and have no further claim thereto.

Separate Written Plan

For purposes of the Code, this Article 6 shall constitute a separate written plan providing for the reimbursement of Health Care Expenses. To the extent necessary, other provisions of the Plan are incorporated by reference in this Article 6.

ARTICLE 7: Claims Procedure

Claims Procedure

Any person who believes that he is then entitled to receive a benefit under the Plan, including one greater than that initially determined by the Administrator, may file a claim in writing with the Administrator.

The Administrator shall within 90 days of the receipt of a claim either allow or deny the claim in writing. A denial of a claim shall be written in a manner calculated to be understood by the claimant and shall include:

1. The specific reason or reasons for the denial;
2. Specific references to pertinent Plan provisions on which the denial is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. An explanation of the Plan's claim review procedure.

A claimant whose claim is denied (or his duly authorized representative) may, within 60 days after receipt of denial of his claim:

1. Submit a written request for review to the Administrator;
2. Review pertinent documents; and
3. Submit issues and comments in writing.

The Administrator shall notify the claimant of its decision on review within 60 days of receipt of a request for review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

The 90-day and 60-day periods described in subsections (b) and (d), respectively, may be extended at the discretion of the Administrator for a second 90- or 60-day period, as the case may be, provided that written notice of the extension is furnished to the claimant prior to the termination of the initial period, indicating the special circumstances requiring such extension of time and the date by which a final decision is expected.

Participants and beneficiaries shall not be entitled to challenge the Administrator's determinations in judicial or administrative proceedings without first complying with the procedures in this Article. The Administrator's decisions made pursuant to this Article are intended to be final and binding on Participants, beneficiaries and others.

ARTICLE 8: Administration and Payment of Benefits and Expenses

Administration

The Plan shall be administered by Administrator of not less than one person appointed by the Executive Group of the CTS. The Administrator shall acknowledge in writing that it is a fiduciary with respect to the Plan.

Powers of Administrator

The Administrator shall have all powers necessary to administer the Plan, including, without limitations, powers:

1. To construe and interpret the provisions of the Plan, decide all questions of eligibility and determine the amount, manner and time of all payments hereunder;
2. To prescribe rules and procedures to be followed by Participants with respect to benefit elections under Article 4 or benefit claims under Articles 5, 6 or 7;
3. To prepare and distribute, in such manner as determined to be appropriate, information explaining the Plan;
4. To receive from an Employer and from Participants such information as shall be necessary for the proper administration of the Plan; and
5. To reduce the amount of Participants' Contributions in order to satisfy any non-discrimination tests imposed by the Code on the benefits provided hereunder.

Actions of the Administrator

Subject to Article 6, all determinations, interpretations, rules, and decisions of the Administrator shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

Delegation

The Administrator shall have the power to delegate specific duties and responsibilities to officers or employees of an Employer or other individuals or entities. Any delegation by the Administrator may allow further delegations by the individual or entity to whom the delegation is made. Any delegation may be rescinded by the Administrator at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for the exercise of such duty or responsibility and shall not be responsible for any act or failure to act of any other person or entity.

Reports and Records

The Administrator and those to whom the Administrator has delegated duties under the Plan shall keep records of all their proceedings and actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan in compliance with applicable law.

Payment of Benefit and Expenses

All payments under the Plan will be made directly by the Participant's Employer from its general assets. All expenses incurred by an Employer relative to the administration of the Plan shall be paid by an Employer.

ARTICLE 9: Amendments and Termination

Amendments

The CTS may amend the Plan, in full or in part, at any time and from time to time.

Benefits Provided Through Third Parties

In the case of any benefit provided pursuant to an insurance policy or other contract with a third party, the CTS may amend the Plan by changing insurers, policies, or contracts without changing the language of this Plan document, provided that copies of the contracts or policies are filed with the Plan documents and the Participants are informed as to the effects of any such changes.

Termination

The CTS may terminate the Plan at any time. Thereafter, neither any Employer nor any of its Employees shall have any further financial obligations hereunder except such that have accrued up to the date of termination and have not been satisfied.

ARTICLE 10: Miscellaneous

No Guarantee of Employment

The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between any Employer and any Employee. Nothing contained herein shall give any Employee the right to be retained in the employ of any Employer or to interfere with the right of any Employer to discharge an Employee at any time, nor shall it give any Employer the right to require an Employee to remain in its employ or to interfere with the Employee's right to terminate his employment at any time.

Non-Alienation

No benefit payable at any time under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind.

Exclusive Benefit of Participants

This Plan is for the exclusive benefit of Participants and their beneficiaries and shall be administered in a manner consistent with the requirements of law which govern cafeteria plans.

Facility of Payment

Whenever, in the opinion of the Administrator, a person entitled to receive any payment, or installment thereof, is under a legal disability or is unable to manage his financial affairs, the Administrator may direct payments to his benefit, or may apply the payment for the benefit of such person in such manner as the Administrator considers advisable. Any payment or application in accordance with the provisions of this section shall be a complete discharge of any liability for the making of such payment.

Applicable Law

The Plan and all rights hereunder shall be governed by and construed according to the laws of the State of Illinois, except to the extent such laws are preempted by the laws of the United States of America.

IN WITNESS WHEREOF, the Chicago Theological Seminary has caused this Plan, as established effective November 11, 2000, to be executed by a duly authorized officer.

CHICAGO THEOLOGICAL SEMINARY

By: /s/ Lynn N. Stegner

Its: Assistant Treasurer Date: November 11, 2000