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SUMMARY OF PLAN PROVISIONS

NINTH FARM CREDIT DISTRICT PENSION PLAN

This Summary of Plan Provisions (“SPP”) is intended to highlight and explain some of the more important provisions of the Ninth Farm Credit District Pension Plan. This SPP, however, is not intended to be a complete summary of every provision of the Plan. If there is a conflict or any inconsistency between this SPP and the terms and provisions of the Plan, the terms and provisions of the Plan will control. If you have any questions after reading this SPP, or if you would like to review a copy of the Plan document itself, please contact Farm Credit Foundations.

PREFACE

The Ninth Farm Credit District Pension Plan (the “Plan”) provides benefits to Participants under either its Traditional Pension provisions (also known as “Final Average Pay” provisions) or its Account Balance provisions. Plan Participants should refer to Part IV to determine whether their benefit will be calculated under the Traditional Pension provisions or the Account Balance provisions.

Part I – General Information

1.1 Name of Plan. The formal name of the Plan is the Ninth Farm Credit District Pension Plan.

1.2 Plan Sponsor. The Plan is sponsored by those associations and service corporations that are part of the former Ninth Farm Credit District (either initially or through merger). A list of these Participating Employers is attached to this SPP as Appendix A.

1.3 Governmental Plan Status. Because all of the Participating Employers in the Plan are members of the federal Farm Credit System and are federally chartered “instrumentalities of the United States,” the Plan is considered to be a “governmental plan.” As a governmental plan, the Plan is not subject to the provisions of Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”) or the regulations issued by the Department of Labor. Although the Plan is subject to the provisions of the Internal Revenue Code (the “Code”), the application of certain Code provisions to governmental plans may differ from their application to plans maintained by nongovernmental employers.

1.4 Single Employer Plan. In light of the close relationship that exists between the various Participating Employers in the Plan, and their status as “instrumentalities of the United States,” the Plan is considered to be a “single-employer” plan. In other words, all of the Participating Employers in the Plan are treated as if they were a single employer – the “Employer” – for purposes of administering the Plan.

1.5 Type of Plan. The Plan is a defined benefit pension plan. Under this type of plan, a Participant who retires at normal or early retirement age will receive a fixed and determinable pension. The benefit a Participant may receive under the Plan is summarized in Parts V and VI of this SPP.
1.6 **History of Plan.** The Plan was originally established on November 1, 1948. The Plan was amended in 1998 to add a cash balance (i.e., “account balance”) feature under which certain Participants' benefits would be predicated on a hypothetical account balance. The account balance provisions generally applied only to Participants who entered the Plan after June 30, 1998, or who were not vested as of that date. The 1998 amendments also provided that those Participants who were employed and vested in the Plan on June 30, 1998, would receive the greater of (a) benefits calculated under the “final average pay” provisions or (b) benefits calculated under the “account balance” provisions.

On September 30, 2007, a portion of this Plan was spun off into a separate plan called the Ninth Farm Credit District Spinoff Pension Plan (the “Spinoff Plan”). The spinoff affected only those Participants who were entitled to benefits determined solely under the “account balance” provisions of the Plan as of September 30, 2007. The spinoff did not, however, affect those participants – commonly referred to as “Best of Either” participants – who were entitled to benefits determined under the greater of either the Plan’s “account balance” provisions or its “final average pay” provisions. Immediately after the spinoff, the Spinoff Plan was terminated.

The Plan was amended again effective January 1, 2012, as a result of the merger of U.S. AgBank, FCB (“AgBank”) with CoBank, ACB (“CoBank”). Following the merger, U.S. AgBank ceased to be a Participating Employer in the Plan and the benefits to which those Participants who were associated with AgBank were entitled were transferred to the CoBank, ACB Retirement Plan.

1.7 **Plan Administrator.** The Plan Administrator is the Farm Credit Foundations Trust Committee (the “Trust Committee”). In carrying out its responsibilities as Plan Administrator, the Trust Committee is assisted by both Farm Credit Foundations and the Plan’s recordkeeper.

The Plan Administrator may be reached for purposes of legal process at the following address:

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Farm Credit Foundations Trust Committee
c/o Farm Credit Foundations
Attn: Vice-President, Employee Benefits
30 East 7th Street, Suite 3000
St. Paul, MN  55101
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1.8 **Recordkeeper – John Hancock.** The Plan’s recordkeeper is John Hancock Retirement Services (“John Hancock”), which primarily assists with matters related to benefit calculations, distribution requests, and beneficiary designations. John Hancock can provide you with information about the Plan’s features as well as your pension benefit under the Plan. This information can be accessed in two separate ways: through the Internet at [www.mylife.jhrps.com](http://www.mylife.jhrps.com) or by calling John Hancock’s toll-free telephone number at 1-800-294-3575.

Most of the telephone services are available 24 hours a day, 7 days a week, through an automated voice response system. Participant Services Representatives are also available from 9:00 a.m. to 10:00 p.m. Eastern time on every business day (i.e., days on which the New York Stock Exchange is open) for help with other services. The Internet features are available 24 hours a day, 7 days a week.
1.9 **Trustee.** The Trust Committee serves as the Trustee of the Plan. After receiving annual funding contributions from the Participating Employers in the Plan, the Trustee places the contributions in a Trust account. The contributions and any earnings thereon are then used to provide benefits to Participants and their beneficiaries and to pay Plan expenses. The Trustee is legally responsible for the administration, management, and investment of the Trust account.

1.10 **Funding of Benefits.** The Participating Employers pay the full cost of pension benefits under the Plan. Participating Employers make contributions to a special Trust established to fund benefits under the Plan. The amount of the contribution is determined based on calculations by the Plan’s actuary as to the amount that is necessary to cover the benefits provided by the Plan.

1.11 **Employee Contributions.** The Plan does not require or permit Employees to contribute to the Plan.

1.12 **No PBGC Coverage.** A governmental agency known as the Pension Benefit Guaranty Corporation (the “PBGC”) insures the benefits payable under most defined benefit plans. The PBGC does not, however, provide coverage for governmental plans. Because the Plan is considered to be a governmental plan, it is not eligible for coverage by the PBGC.

**Part II – Eligibility, Credited Service, and Vesting**

2.1 **Closure of Plan.** The Plan has been closed to new Participants since January 1, 2007. Accordingly, you are eligible to participate in the Plan only if you became a Participant prior to that date.

2.2 **Eligibility to Accrue Benefits under the Plan.** Regardless of when you were hired, you are not eligible to accrue a benefit (or, as may be applicable, to accrue an additional benefit) under the Plan if:

- You are earning benefits under the U.S. Civil Service Retirement System;
- You are covered by a collective bargaining agreement;
- You are a non-resident alien who receives no U.S. source income from the Employer;
- You are classified by a Participating Employer as a “temporary employee”;
- You are employed by an entity that is acquired by a Participating Employer pursuant to a foreclosure on an obligation; and/or
- You are classified as being ineligible to participate in the Plan, even if it is later determined that the classification was incorrect.

2.3 **Rehired Participants.** In general, if you terminate your employment after becoming a Participant in the Plan and you are rehired on or after January 1, 2007, you will not be eligible to accrue an additional benefit under the Plan after becoming rehired unless you became reemployed as a full-time or part-time employee pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) following the completion of your military service.
If, however, you were employed by either AgBank or AgVantis, Inc. ("AgVantis") on the date of the merger between AgBank and CoBank, you may be eligible to accrue additional benefits in the Plan in the event you terminate employment and are later reemployed by a Participating Employer in the Plan. Sections 2.4 and 2.5 of this SPP set forth the conditions that must be satisfied in order for a former employee of AgBank or AgVantis to accrue additional benefits in the Plan upon his/her rehire by a Participating Employer.

Note: If you were rehired prior to January 1, 2007, your eligibility to accrue an additional benefit under the Plan will be determined under the provisions of the Plan as those provisions were in effect at the time you became reemployed. More detailed information on the pension benefits of Participants rehired prior to January 1, 2007, may be obtained by calling John Hancock at 1-800-294-3575 or by accessing John Hancock’s website at www.mylife.jhrps.com.

2.4 Former U.S. AgBank Participants. Upon the merger of AgBank and CoBank, the Plan’s benefit obligations to Participants who were actively employed by AgBank at the time of the merger and certain other individuals who were previously affiliated with AgBank were transferred to the CoBank, ACB Retirement Plan. These individuals generally include former employees who were Participants in the Plan as of the date of the merger and whose last employer was AgBank, beneficiaries of a deceased Participant if the Participant’s last employer was AgBank, and alternate payees under a qualified domestic relations order (“QDRO”) if the last employer of the Participant to whom the QDRO relates was AgBank.

If you were participating in the Plan and were actively employed by AgBank at the time of its merger with CoBank, you may be eligible to accrue additional benefits in this Plan if you are subsequently rehired by a Participating Employer in this Plan. The right to accrue additional benefits requires that each of the following conditions be satisfied:

(A) You were actively employed by AgBank immediately prior to the AgBank-CoBank merger;

(B) You were an Active Participant in the Plan immediately prior to the AgBank-CoBank merger;

(C) You became a participant in the CoBank, ACB Retirement Plan immediately following the AgBank-CoBank merger;

(D) You subsequently transferred your employment directly from CoBank to a Participating Employer in this Plan; and

(E) At the time of the transfer, you were eligible to accrue additional benefits under the CoBank, ACB Retirement Plan.

If you satisfy each of the conditions set forth above and are thus able to accrue additional benefits in this Plan upon transferring back from CoBank to a Participating Employer in the Plan, you will be credited with Years of Vesting Service and Years of Benefit Service for your service with CoBank following the AgBank-CoBank merger. Upon commencing your pension benefit under this Plan, however, any benefits to which you are entitled under this Plan will be reduced by the benefits to which you are entitled under the CoBank, ACB Retirement Plan in order to ensure that no duplicate benefits are paid.
2.5 **Former AgVantis Participants.** If you were actively employed by AgVantis on the date of the AgBank-CoBank merger, you also may be eligible to accrue additional benefits in the Plan in the event you later transfer employment to CoBank and then subsequently become reemployed by a Participating Employer in this Plan. Your right to accrue additional benefits in this Plan upon being rehired by a by a Participating Employer in this Plan requires that each of the following conditions be satisfied:

(A) You were actively employed by AgVantis immediately prior to the AgBank-CoBank merger

(B) You transferred your employment *directly from* AgVantis to CoBank on or after the date of the AgBank-CoBank merger;

(C) At the time you transferred your employment to CoBank, you were an Active Participant in the Plan;

(D) After transferring employment to CoBank, you became a participant in the CoBank, ACB Retirement Plan;

(E) You subsequently transferred your employment *directly* from CoBank to a Participating Employer in this Plan;

(F) At the time of the transfer from CoBank to a Participating Employer in this Plan, you were a participant in and were eligible to accrue additional benefits under the CoBank, ACB Retirement Plan; and

(G) At the time of the transfer from CoBank to a Participating Employer in this Plan, you had not yet commenced a benefit in this Plan.

If you satisfy each of the conditions set forth above and are thus able to accrue additional benefits in this Plan upon transferring back from CoBank to a Participating Employer in the Plan, you will be credited with Years of Vesting Service and Years of Benefit Service for service with CoBank following the AgBank-CoBank merger. Upon commencing your pension benefit under this Plan, however, any benefits to which you are entitled under this Plan will be reduced by the benefits to which you are entitled under the CoBank, ACB Retirement Plan in order to ensure that no duplicate benefits are paid.

2.6 **Credited Service.** Generally, you will receive credit for Years of Vesting Service and Years of Benefit Service under the Plan for all periods of time during which you have worked as a full-time or part-time Employee for a Participating Employer.

(A) You receive credit for both a Year of Vesting Service and a Year of Benefit Service for each completed full 12 months of service you complete with the Employer.

(B) Fractions of years in excess of completed full years are counted to the nearest 1/12 of a year.

(C) You will receive credit for Years of Vesting Service and Years of Benefit Service during any period in which you are receiving long-term disability payments from any other benefit plan maintained by the Employer.
(D) You will receive credit for Years of Vesting Service and Years of Benefit Service during any period of military service with the armed forces of the United States, but only if you return to employment within the period of time required under USERRA, the law pertaining to veterans’ reemployment rights.

(E) Under the Traditional Pension provisions of the Plan (see Part V), your Years of Benefit Service will be increased for any unused sick leave that you have accumulated at the time your employment was terminated.

2.7 Service with Other Participating Employers. As noted in Section 1.4, the Plan covers a related group of business organizations and treats them all as a single Employer for purposes of crediting service. If you work for more than one member of the related group, you will receive Years of Vesting Service and Years of Benefit Service under the Plan to the same extent as if you had worked all of your hours for only one member of the related group.

2.8 Service with Omega Management Corporation Service. The Plan takes into account service of all former employees of the Wichita office of Omega Development Corporation for purposes of determining Years of Vesting Service and Years of Benefit Service.

2.9 Service with Other Farm Credit System Employers. You will receive Years of Vesting Service for your service as a full-time or part-time employee with other Farm Credit System employers that are not participating in this Plan. If your pension benefit is being determined under the Account Balance Provisions of the Plan (see Section 4.1 and Part VI), you will also receive Years of Benefit Service for your service with Farm Credit System employers that are not participating in this Plan. If your pension benefit is being determined under the Traditional Pension provisions of the Plan (see Section 4.1 and Part V), your right to receive Years of Benefit Service for your service with Farm Credit System employers that are not participating in this Plan is dependent upon your date of hire and certain actions taken by your former employer. See Section 5.4 for more details.

2.10 Military Service (USERRA). If you are absent from work due to military service and later become reemployed pursuant to USERRA, you will receive Years of Vesting Service and Years of Benefit Service for the entire period of your military service as long as you are re-employed by a Participating Employer within the period of time required by USERRA.

2.11 Vesting. You will be fully vested – i.e., you will be entitled to receive a benefit under the Plan – after completing five (5) full Years of Vesting Service. If you terminate employment before you are fully vested, you will have no right to any benefit under the Plan.

Part III – Commencement of Your Pension Benefit

3.1 Normal Retirement Age. The Normal Retirement Age under the Plan is the date on which you turn 65 if you have already completed at least five (5) Years of Vesting Service. Otherwise, your Normal Retirement Age will be the date on which you complete five (5) Years of Vesting Service after having attained age 65.
3.2 **Early Retirement Age.** The Early Retirement Age under the Plan is the date on which you turn 55 if you have already completed at least five (5) Years of Vesting Service. Otherwise, your Early Retirement Age will be the date on which you complete five (5) Years of Vesting Service after having attained age 55.

3.3 **Commencement of Pension Benefit.** As a general rule, you may begin to commence distribution of your pension benefit at any of the following times:

(A) **Upon Separating from Service After Attaining Early Retirement Age.** You may commence your pension benefit at any time after you have separated from service and attained your Early Retirement Age. However, as described in Part IV below, your pension benefit may be reduced if you commence distribution prior to attaining your Normal Retirement Age.

(B) **Upon Separating from Service Prior to Attaining Early Retirement Age if Lump-Sum Distribution is Timely Elected.** You may commence your pension benefit prior to attaining your Early Retirement Age if you have separated from service with at least five (5) Years of Vesting Service and, within one year of your separation from service, you elect to take your pension benefit in a lump-sum distribution. However, as described in Part IV below, your pension benefit will be reduced based on the fact that you commenced distribution prior to attaining your Normal Retirement Age.

(C) **Upon Attaining Early Retirement Age if Separation from Service Occurred Prior to Attainment of Early Retirement Age and Pension is Distributed in Form Other than Lump-Sum Distribution.** If you have separated from service with at least five (5) Years of Vesting Service but prior to attaining your Early Retirement Age, and you wish to receive your pension benefit in some form other than a lump-sum distribution, you must wait until you have attained your Early Retirement Age before commencing the benefit. If you commence your benefit prior to attaining your Normal Retirement Age, it may be reduced as described in Part IV below. (See Section 3.5 below for more details on the Plan’s deferred vested pension Benefit.)

(D) **Upon Attaining Age 62.** You may commence your pension benefit at any time after attaining age 62, even if you have not separated from service. However, as described in Part IV, your pension benefit may be reduced if you commence distribution prior to attaining your Normal Retirement Age. (See Section 3.7 below for more details on the “age 62 in-service distribution option.”)

3.4 **Service Following Normal Retirement Age.** If you choose to work beyond your Normal Retirement Age, you will continue to receive Years of Benefit Service and you will continue to accrue an additional pension benefit. When you do separate from service, your pension benefit will commence on the first day of the month following your separation from service.

3.5 **Deferred Vested Pension Benefit.** If you separate from service with the Employer prior to your Normal Retirement Age for any reason other than death or eligibility for an early retirement pension benefit, and you have at least five (5) Years of Vesting Service, you are entitled to a deferred vested pension benefit. In general, you may commence distribution of your deferred vested pension benefit at any time after you have attained your Early Retirement Age. However, if you have not attained your Early Retirement Age and you elect
to do so within one year after your separation from service, you may elect to have your
defered vested pension benefit paid to you in the form of a lump-sum. If you do not make
such an election during the one-year period following your separation from service, then you
will not be able to commence distribution of your deferred vested pension benefit until such
time as you have attained your Early Retirement Age.

3.6 **Mandatory Commencement of Retirement Benefit.** If you have retired and have not
commenced your pension benefit by the time you reach age 70½, you will generally be
required to do so under the “required minimum distribution” provisions in the Internal
Revenue Code.

3.7 **Age 62 In-Service Distribution Option.** If you are age 62 or older, you may elect to
commence distribution of your vested accrued pension benefit even if you are still employed.
This represents an exception to the normal rule that benefits cannot be commenced while a
Participant is still employed. Such an election is subject to the following terms and
conditions:

(A) **Must Commence Distribution of Entire Benefit.** If you elect to commence your
pension benefit under the “age 62 in-service distribution option,” you must
commence distribution of your entire vested accrued pension benefit. You are not
permitted to commence distribution of only some (but not all) of your vested accrued
pension benefit.

(B) **Form of Benefit.** You may elect any form of benefit that would be available to you if
you had terminated your employment before commencing your benefit.

(C) **No Further Accrual of Benefit.** If you elect to commence your pension benefit
under the Age 62 In-Service Distribution Option, you will not accrue any additional
benefit under the Plan.

If you would like to commence your pension benefit under the “age 62 in-service distribution
option,” you must begin the distribution process by contacting John Hancock via telephone
at 1-800-294-3575 or through John Hancock’s website at www.mylife.jhrps.com.

3.8 **Suspension of Benefit Payments.** If you become reemployed with a participating
Employer after you have begun to receive your accrued pension benefit, your benefit
payments will be subject to being suspended during your period of reemployment unless (a)
you are age 62 or older at the time of your reemployment or (b) at least one year has
elapsed between the date you separated from service and the date that you became
reemployed.

**Part IV – Calculating Your Pension Benefit**

4.1 **Calculation of Pension Benefit.** The pension benefit of most Participants in the Plan will
be determined under the Traditional Pension provisions (also known as the “Final Average
Pay” provisions). Certain Participants will, however, receive benefits determined under the
Account Balance provisions of the Plan if those benefits are greater than the benefits they
would have received under the Plan’s Traditional Pension Provisions. These Participants are
sometimes referred to as “Best of Either” Participants.
(A) **Traditional Pension Provisions Only.** Your pension benefit will generally be calculated solely under the Traditional Pension provisions of the Plan (see Part V of this SPP) if you separated from service on or before June 30, 1998, with at least five (5) Years of Vesting Service.

(B) **“Best of Either” Benefit.** Your pension benefit will be calculated under both the Traditional Pension provisions of the Plan (see Part V of this SPP) and the Account Balance provisions of the Plan (see Part VI of this SPP), and you will receive a pension benefit equal to the greater of these two calculations if each of the following conditions is met:

1. You were employed by the Employer on June 30, 1998; and
2. You were a Participant in the Plan on June 30, 1998; and
3. You had completed five (5) Years of Vesting Service as of June 30, 1998.

**Note:** Please note that, if your pension benefit is calculated under the “Best of Either,” you will receive a benefit under either the Account Balance provisions of the Plan or the Traditional Pension provisions of the Plan. You will not, however, receive a benefit under both. Please also note that, if you do not meet the requirements summarized in Section 4.1(A) or (B), then you are not participating in and are not entitled to any pension benefit under the Plan.

**Part V – Calculating Your Pension Benefit under the Traditional Pension Provisions of the Plan**

**5.1 Normal Pension Benefit – Final Average Pay Formula.** Your normal pension benefit (i.e., the full amount of your accrued pension benefit) under the Traditional Pension provisions of the Plan (also known as the Final Average Pay formula) is calculated using the following formula:

\[
(1.5\% \text{ of your Final Average Pay multiplied by Your Years of Benefit Service})
\]

-- plus --

\[
(0.25\% \text{ of Your Excess Compensation multiplied by Your Years of Benefit Service})
\]

**Note:** The calculation of your Years of Benefit Service is summarized in Section 2.6 above. The terms Final Average Pay and Excess Compensation are summarized in Sections 5.2 and 5.3 below.

**5.2 Final Average Pay.** Your Final Average Pay is the average of your eligible earnings during the sixty (60) consecutive month period of your service with the Employer in which you had the highest earnings. (Because the Final Average Pay formula in the Plan is designed to yield a monthly benefit, your Final Average Pay is calculated by dividing by 60 the sum of your eligible earnings during the 60 consecutive months of your service in which you had the highest earnings.)
Subject to the exceptions listed below, your eligible earnings include all wages that are reportable as income for federal income tax purposes (e.g., base salary, incentive payments, bonuses, commissions, overtime, and shift differentials). Eligible earnings also include any amounts you have contributed on a pre-tax basis to a cafeteria plan and/or a 401(k) plan.

Eligible earnings do not include:

- Non-cash awards;
- Expense reimbursements;
- Severance pay;
- Post-termination incentive and post-termination bonus payments;
- Hiring bonuses;
- Retention pay (if paid after you terminate employment with the Employer);
- Employer contributions to any pension plan or deferred compensation plan;
- Employer contributions (including Employee elective deferrals) to any nonqualified deferred compensation plan;
- Contributions (other than Employee elective deferrals) made by an Employer to the Farm Credit Foundations Defined Contribution / 401(k) Plan, or any predecessor or successor plan;
- Payments for unused vacation time;
- The value of fringe benefits (e.g., health and welfare benefits, group life insurance benefits, etc.);
- Payments made pursuant to an employer-sponsored employee wellness program;
- Distributions from any deferred compensation plan; and/or
- Amounts includible in income based on Section 409A of the Internal Revenue Code, which governs nonqualified deferred compensation plans.

The total amount of eligible earnings that may be taken into account in calculating your Final Average Pay is also limited by the Internal Revenue Code. See Sections 5.8 and 6.6 for more information.

5.3 **Excess Compensation.** “Excess Compensation” is the amount by which your Final Average Pay exceeds your “Covered Compensation.” Your “Covered Compensation” is the average of the Social Security Wage Base for the 35 years prior to the age at which you are eligible to receive unreduced Social Security benefits. Depending on when you were born, your eligibility for unreduced Social Security benefits may be as early as age 65 or as late as age 67.
While you are working, you contribute to Social Security through payroll taxes (i.e., a FICA tax), and your Employer makes an equal Social Security contribution on your behalf. The contributions that you and your Employer make, however, are based only on the portion of your earnings that do not exceed the Social Security Wage Base. (This figure is adjusted every year by the Internal Revenue Service; you may obtain current information by calling John Hancock at 1-800-294-3575 or by accessing John Hancock’s website at www.mylife.jhrps.com.)

If your 60-month Final Average Pay is greater than the average wages on which you have paid Social Security (FICA) tax, then your benefit will include a benefit calculated under the “excess benefit” portion of the Final Average Pay Formula (i.e., a benefit based on your Excess Compensation). This excess benefit helps replace some of the benefit that you will not receive from Social Security due to wages on which you did not pay Social Security (FICA) tax.

5.4 Credit for Years of Benefit Service for Service with other Farm Credit System Employers. Your ability to receive Years of Benefit Service under this Plan for your service with another Farm Credit System employer that is not participating in this Plan (referred to here as your “Prior Employer”) will be dependent on (a) the date you were hired by a Participating Employer in this Plan and (b) whether certain actions were taken by your Prior Employer, as summarized below:

(A) Hired Before February 28, 1992. If you were hired before February 28, 1992, you will receive credit under the Plan for Years of Benefit Service spent with your Prior Employer based upon the greater of the following two alternatives (i.e., whichever alternative results in a greater pension benefit to you):

(1) Alternative One. You will receive credit for Years of Benefit Service with the Prior Employer. However, if the Prior Employer did not transfer assets to the Plan in an amount equal to at least 100% of the present value of your vested benefits accrued under the Prior Employer’s defined benefit pension plan, the benefit payable to you under this Plan will be offset by any benefits payable to you under the provisions of the defined benefit pension plan of the Prior Employer. This offset will occur whether or not such benefits have been actually paid to you from the Prior Employer’s plan.

(2) Alternative Two. You will not receive credit for Years of Benefit Service with the Prior Employer. You will only receive credit for Years of Benefit Service with the Employer participating in this Plan.

(B) Hired After February 28, 1992, but Before June 30, 1998. If you were hired after February 28, 1992, but before June 30, 1998, you will receive credit under the Plan for Years of Benefit Service spent with your Prior Employer based upon the greater of the following two alternatives (i.e., whichever alternative results in a greater pension benefit to you).

(1) Alternative One. You will receive credit for Years of Benefit Service with the Prior Employer. However, if the Prior Employer did not transfer assets to the Plan in an amount equal to at least 100% of the present value of your vested benefits accrued under the Prior Employer’s defined benefit pension plan, the benefits payable to you under this Plan will be offset by the following:
(a) **Offset One:** The Actuarial Equivalent, computed as of January 1, 1999, of any benefits payable to you under the provisions of that Prior Employer’s plan; and/or

(b) **Offset Two:** The Actuarial Equivalent, computed as of January 1, 1999, of the amount in your account under that Prior Employer’s money purchase pension plan (which includes a target benefit plan), converted to an age 65 joint and 50% survivor annuity.

(2) **Alternative Two.** You will **not** receive credit for Years of Benefit Service with the Prior employer. You will only receive credit for Years of Benefit Service with the Employer participating in this Plan.

For the special rules applicable to former employees of AgBank and AgVantis who transferred to CoBank upon the merger of AgBank and CoBank, see Sections 2.4 and 2.5 above.

5.5 **Early Retirement Pension Benefit – Final Average Pay Formula.** As noted in Sections 3.2 and 3.3 above, you may begin receiving a reduced pension benefit in the form of any distribution option available under the Plan (see Section 8.1) as early as age 55 if you terminate your employment (through some form of termination of employment other than death) and have at least five (5) Years of Vesting Service. Your early retirement benefit will be calculated using the same formula that is used to calculate a normal retirement benefit (as summarized in Section 5.1), but it will be reduced to reflect that you will be receiving payments over a longer period of time. The specific amount of any reduction for commencing your pension benefit prior to your Normal Retirement Age is based on the date and your age at the time of your separation from service:

(A) **General Rule.**

(1) **Employment Terminated Before 2007 or After Age 55.** If you separated from service either before 2007 or after you had already attained age 55, your pension benefit will be reduced by 0.25% for each month that your pension benefit is paid before you reach your Normal Retirement Age.

The reduction that will be made for early commencement is illustrated in the examples below:

<table>
<thead>
<tr>
<th>Months Prior to Normal Retirement Age</th>
<th>Reduction Calculation</th>
<th>Percentage Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months</td>
<td>0.25% times 12 months</td>
<td>3%</td>
</tr>
<tr>
<td>24 months</td>
<td>0.25% times 24 months</td>
<td>6%</td>
</tr>
<tr>
<td>60 months</td>
<td>0.25% times 60 months</td>
<td>15%</td>
</tr>
<tr>
<td>120 months</td>
<td>0.25% times 60 months</td>
<td>30%</td>
</tr>
</tbody>
</table>
The exact amount of the reduction that will be made if you retire early will depend on how many months before your Normal Retirement Date your benefits are commenced. You may obtain information on the reduction that will apply if you retire early by calling John Hancock at 1-800-294-3575 or accessing John Hancock’s website at www.bcomplete.com.

(2) Employment Terminated After 2006 But Before Age 55. If you separated from service after 2006 but before you had attained age 55, your pension benefit will be reduced based on the interest rate and mortality table used for determining “actuarial equivalence” under the Plan.

(B) Special “Points” Rule for Employees Terminating On or After Age 55. If you have attained age 55 when you separate from service, your early retirement pension benefit will also be calculated using a “Points” formula. If you separate from service after attaining age 55 and have received credit for at least 90 Points, you must elect to receive an unreduced early retirement pension benefit (lump sum or annuity) on the first of the month following the last day of employment. For each Point below 90 Points credited, the benefit will be reduced by 3%.

John Hancock will also calculate your benefit in accordance with the General Rule in Paragraph (A) above. If the benefit calculated under the General Rule in Paragraph (A) is greater than the benefit calculated under the Special Rule summarized in this Paragraph (B), then the benefit calculated using the General Rule summarized in Paragraph (A) will be your early retirement pension benefit. If you separate from service prior to attaining age 55, you are not eligible for your pension benefit to be calculated using the Points method.

(1) Points Definition. For purposes of this Paragraph (B), the “Points” are awarded for age and service as follows:

(a) Age.

(i) One Point for each whole year of age as of the date you separate from service; and

(ii) One-twelfth (1/12) of one Point for each month (or partial month of 15 days or more) of age between your birthday immediately prior to the date of your separation from service and the date of your separation from service.

(b) Service.

(i) One Point for each Year of Benefit Service with the Employer; and

(ii) One-twelfth (1/12) of one Point for each month (or partial month of 15 days or more) of Benefit Service with the Employer.
(2) **Examples.** The following examples illustrate the calculation of your early retirement pension benefit using the Special “Points” Rule summarized in this Paragraph (B):

Assume you would reach your Normal Retirement Age on December 31, 2019. Assume further that your monthly normal pension benefit would be $812.50 based upon your Final Average Pay of $2,166.67 per month. However, you terminate employment on December 31, 2008, at age 55 after completing 25 years of Benefit Service in the Plan. Your early retirement pension benefit would be calculated as follows:

\[
\begin{align*}
1.5\% \times \$2,166.67 \times 25 \text{ years} &= \$812.50 \\
0.25\% \times (\$2,166.67 - \$6,550) \times 25 \text{ years} &= +0 \\
\text{Monthly Normal Retirement Pension} &= \$812.50 \\
\text{Reduction Points below 90} &= 10^*
\end{align*}
\]

\[
\begin{align*}
3\% \times 10 \text{ Points} &= 30\% \\
-\$243.75 \\
\text{Monthly Early Retirement Pension Benefit} &= \$568.75
\end{align*}
\]

**age 55 plus 25 Years of Benefit Service equals 80 Points

Note that, in the above example, the reduction for early retirement under the Special “Points” Rule is less than the reduction that would apply under the General Rule summarized in Paragraph (A) above. Accordingly, the reduction for early retirement would be made using the Special “Points” Rule and not the General Rule. Also note that, in this example, you would have to wait until you attain your Normal Retirement Age in order to be eligible to receive a full normal pension benefit.

Assume the same facts as in the example above except that now, you separate from service on December 31, 2008, with 30 Years of Benefit Service at age 60 and elect to immediately begin receiving your early retirement pension benefit. Your early retirement pension benefit would be calculated as follows:

\[
\begin{align*}
1.5\% \times \$2,166.67 \times 30 \text{ years} &= \$975.00 \\
0.25\% \times (\$2,166.67 - \$4,786) \times 30 \text{ years} &= +0 \\
\text{Monthly Normal Retirement Pension} &= \$975.00 \\
\text{Reduction Points below 90} &= 0^*
\end{align*}
\]

\[
\begin{align*}
\text{Monthly Early Retirement Pension Benefit} &= \$975.00
\end{align*}
\]

**age 60 plus 30 Years of Benefit Service equals 90 Points

\*
(C) **Special Rule for Employees Separating from Service Before Age 55 and Prior to 2007 With At Least 30 Years of Benefit Service.** If you separated from service before you attained age 55, your separation from service occurred before 2007, and you had at least 30 Years of Benefit Service at the time you separated from service, you may elect to receive an unreduced early retirement pension benefit upon attaining age 62.

5.6 **Enhanced Benefits for Certain Participants Whose Positions are Lost as a Result of Restructuring.** The benefit to which you would otherwise be entitled under the Plan will be enhanced if each of the following conditions is met:

- Your Participating Employer adopts a resolution electing to provide these enhanced benefits, and the resolution is adopted prior to a “triggering event;”
- A “triggering event” takes place. This condition is summarized in more detail in Paragraph (C) below;
- You will be receiving your pension benefit pursuant to the Traditional Pension provisions of the Plan;
- You are at least 50 years old and have completed at least 15 Years of Vesting Service (not including any unused, accrued sick leave) as of the date that you separate from service; and
- You experience an “involuntary Separation from Service.” This condition is summarized in more detail in Paragraph (D) below.

(A) **Benefit Enhancement.** If each of the conditions specified above for receiving enhanced benefits is met, the benefit to which you would otherwise be entitled will be enhanced as follows:

1. **General Rule.**
   
   (a) **Age and Service.** In calculating your normal pension benefit, 5 years will be added to your age and an additional 5 years will be added to your Years of Benefit Service. If adding 5 years to your age would cause your age to exceed 65, the portion of the 5 years that would cause your age to exceed 65 will be added to your Years of Benefit Service instead.

   **Example 1:** Assume that on the final date of employment established by your Employer, you are age 57 and have 25 Years of Benefit Service. Your normal pension benefit will be calculated as if you are 62 years old and have 30 Years of Benefit Service.

   **Example 2:** Assume, instead, that on the final date of employment established by your Employer, you are age 64 and have 25 Years of Benefit Service. Your normal pension benefit will be calculated as if you are 65 years old and have 34 Years of Benefit Service.
(b) **Early Retirement Reduction Factor.** The amount by which your normal pension benefit is reduced if you separate from service and commence distribution of your pension benefit before your Normal Retirement Age will be lessened as follows:

(i) **General Rule for Calculation of Early Retirement Pension.** If, after taking into account any additional years added to your age under this general rule, your pension benefit is calculated under the general rule for calculation of early retirement pension benefits summarized in Section 5.5(A)(1) of this SPP, the early retirement reduction factor will be reduced from 3% per year (or 0.25% for each month) to 2% per year (or around 0.16% for each month).

*Example:* Assume that, on the final date of employment established by your Employer, you are 57 years old and that 5 additional years have been added to your age so that your normal pension benefit is being calculated as if you are 62 years old. Assume further that your age plus the additional 5 years is 36 months short of age 65. Your normal pension benefit will be reduced by 6%.

(ii) **Special Rule for Retirement On or After Age 55.** If, after taking into account any additional years added to your age under this general rule, your benefit is calculated under the rule summarized in Section 5.5(B) of this SPP, the early retirement reduction factor will be reduced from 3% to 2% for each Point below 90.

*Example:* Assume that, on the final date of employment established by your employer, you are age 57 with 25 Years of Benefit Service, and that 5 years has been added to your age and 5 years to your Years of Benefit Service. Your normal pension benefit is thus being calculated as if you are 62 years old with 30 years of Benefit Service. In this situation, you will have more than 90 points (62 + 30), and your normal pension benefit will not be reduced.

(2) **Special Rule.** If it would result in a higher Present Value for your Accrued Benefit, the following calculation will be used in place of the calculations under the General Rule:

(a) Your normal pension benefit will be calculated under the Traditional Pension Provisions of the Plan, as summarized in Part V of this SPP, but without regard to the additional 5 years of age and the additional 5 years of service that would otherwise be added under the enhanced benefit rules summarized in this Section 5.6. The amount of your Compensation for the 12 months immediately preceding your separation from service will then be added to your Accrued Benefit.
(b) **Example:** Assume that, as of your final date of employment, the Present Value of your Accrued Benefit calculated under the General Rule is $200,000, your normal pension benefit calculated without any enhanced benefit (but including any reduction for age) is $160,000, and your Compensation for your last 12 months of employment was $50,000. Because the total of your normal pension benefit, plus your last 12 months of Compensation, is greater than the Present Value of your Accrued Benefit, the higher number will be substituted for your Accrued Benefit.

(B) **Commencement of Benefit.** If you wish to receive an enhanced benefit under this provision and are otherwise entitled to this benefit, you must commence your pension benefit immediately following your separation from service.

(C) **Triggering Event.** A “triggering event” will be considered to have taken place if any one of the following occurs:

1. Your employer completes a merger with another Farm Credit System employer;
2. Your employer completes a consolidation with another Farm Credit System employer;
3. A joint management agreement between your employer and another Farm Credit System employer takes effect;
4. The territory in which you regularly perform the responsibilities of your position is realigned between two or more Farm Credit System employers;
5. An Agricultural Credit Association is formed as a result of a charter amendment adopted by your employer; or
6. Your employer enters into an “outsourcing agreement” with another entity that results in your job function being outsourced to the other entity.

(D) **Involuntary Separation from Service.** An “involuntary separation from service” exists if you are separated from service as a result of a “triggering event.” A separation from service will be deemed to have resulted from a “triggering event” if any one of the following occurs:

1. You were not offered a position in the new organization following (a) the date of a merger or consolidation, (b) the effective date of a joint management agreement, or (c) the effective date of an outsourcing agreement;
2. After the date a merger agreement, consolidation agreement, joint management agreement, or outsourcing agreement was entered into it is determined that you will not be offered a position in the new organization;
(3) You regularly performed the responsibilities of your position in a territory that is being realigned between two or more Affiliates but (a) you were not offered a position with any of the Participating Employers, or (b) it is determined, after the agreement to realign territory has been entered into, that you will not be offered a position with any of the Participating Employers that have entered into the agreement to realign territory;

(4) You were offered and declined a position paying less than 85% of your current base pay as of the date of the “triggering event.” “Base pay” for this purpose refers to the annual salary or hourly rate of pay for a bonus, but does not include any incentive pay or other forms of bonuses or other types of pay that an employee might have received in the past or might be eligible to receive in the future;

(5) You were offered and declined a position that: (a) would have required you to report to work more than 50 miles from where you reported to work as of the date of the “triggering event;” or (b) would, in the business judgment of your employer, have required you to relocate your residence from the place where your residence existed as of the date of the “triggering event;”

(6) You were offered and accepted a position with the new employer following the effective date of the “triggering event,” but you will not be able to accrue an additional benefit under this Plan due to the fact that the new employer is not a Participating Employer in this Plan; or

(7) You accepted a position but were involuntarily separated from service (other than for gross misconduct in violation of the established policies of your employer) within 365 calendar days after the date you became employed by the new employer.

Additionally, for an “involuntary separation from service” to exist, you must work through the final date of employment established by your employer. This will normally be within 365 calendar days of the “triggering event;” however, it can be extended by your employer for up to another 365 calendar days if your position is necessary to the continued effective functioning of the organization. Your employer may also change your final date of employment to an earlier date than that originally established. If you voluntarily separate from service prior to the final date of employment established by your employer, you will not be entitled to an enhanced benefit, even if the conditions for receiving enhanced benefits are otherwise met.

**Important Note:** You will not be eligible to receive the enhanced benefit summarized above unless: (a) your employer has adopted a resolution electing to provide enhanced benefits for participants whose positions are lost due to a restructuring; (b) the resolution is adopted prior to a “triggering event;” and (c) all of the conditions for receiving an enhanced benefit have been satisfied.
5.7 **Deferred Vested Pension Benefit – Final Average Pay Formula.** Your deferred vested pension benefit is calculated using the same formula that is used to calculate an early retirement pension benefit (as summarized in Section 5.5). As noted in Sections 3.3(B) and 3.5, however, if you elect to commence your deferred vested pension benefit prior to attaining age 55, you may do so only by requesting a lump-sum distribution and only if you do so within twelve months of your separation from service. Otherwise, you will not be able to commence your pension benefit until you reach your Early Retirement Age.

5.8 **Benefit Limitations for Highly Paid Employees.** The Internal Revenue Code limits the amount of annual compensation that may be taken into account in calculating your benefit under the Plan. This limit is often referred to as the “401(a)(17) limit.” Participants who first became a Participant in the Plan (or one of the plans which was subsequently merged with the Plan) prior to December 31, 1995, are subject to a higher limit than other Participants. The Internal Revenue Service periodically adjusts the 401(a)(17) limit to reflect changes in the cost of living.

The Internal Revenue Code also limits the amount of the benefit that may be paid each year from a defined benefit plan. This limit is often referred to as the “415 limit.” The Internal Revenue Service periodically adjusts the 415 limit to reflect changes in the cost of living.

You may obtain information on the latest year’s 401(a)(17) and 415 limits by calling John Hancock at 1-800-294-3575 or by accessing John Hancock’s website at www.mylife.jhrps.com. If your pension benefit is affected by either the 401(a)(17) limit or the 415 limit, the Plan will notify you individually of the applicable limitation.

**Part VI – Calculating Your Pension Benefit under the Account Balance Provisions of the Plan**

6.1 **Account Balance Benefit.** As noted in Part IV of this SPP, certain Participants will be entitled to receive a pension benefit calculated under the Account Balance provisions of the Plan if that benefit would be greater than their benefit calculated under the Plan's Traditional Pension Provisions.

If you are entitled to a benefit under the Account Balance provisions of the Plan, your pension benefit will be based on the balance in your “Account” at the time you commence your pension benefit. This is true regardless of when you commence the distribution of your pension benefit.

Your “Account” is a hypothetical account maintained on your behalf by the Plan, which the Plan uses to determine your pension benefit. The Account is comprised of an “Initial Account Balance” as well as annual “Contribution Credits” and “Interest Credits.” The definitions of these terms are summarized below.

6.2 **Initial Account Balance.** If you were actively employed on June 30, 1998, your Account was credited with an initial Account balance equal to the present value of your normal pension benefit under the Traditional Pension provisions of the Plan (calculated as of June 30, 1998), or $100, whichever was greater.
6.3 Contribution Credits. Prior to October 1, 2007, each Participant who was entitled to a benefit under the Plan’s Account Balance provisions received a “Contribution Credit” on the last day of each quarter. The amount of the “Contribution Credit” was based on the Participant’s “eligible earnings”.

Contribution Credits were discontinued following the end of the third quarter of 2007. No Contribution Credits will be provided for any quarters beginning on or after October 1, 2007 (subject to the special rule summarized in Section 6.5 below).

6.4 Interest Credits. For each calendar quarter, you will receive an allocation of “Interest Credits” based on your Account balance on the first day of such calendar quarter. Prior to January 1, 2007, Interest Credits were allocated using a rate of 1.75% per quarter (or 7% per annum). Beginning January 1, 2007, Interest Credits have been allocated using a rate of 1.25% per quarter (or 5% per annum). Interest Credits will continue to be allocated to your Account until the first day of the calendar quarter in which your pension benefit is distributed (or begins to be distributed, as applicable).

6.5 Special Rule for “Best of Either” Participants Who Are Terminated Due to Job Elimination. If your pension benefit will be calculated under the “Best of Either” provisions that are summarized in Section 4.1(B) of this SPP, and your employment is terminated due to the elimination of your position, the amount of your pension benefit under the Account Balance provisions of the Plan will be increased as follows:

(A) Calculation of Additional Contribution Credits. The Plan will calculate the amount of additional Contribution Credits that would have been credited to your Account for quarters beginning on or after October 1, 2007, if the Plan had not been amended to provide that no such Contribution Credits would be provided for quarters beginning on or after October 1, 2007. Any such “Contribution Credits” will be made according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Benefit Service (as of the first day of the quarter)</th>
<th>Amount of Contribution Credit (as a percentage of “eligible earnings”)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3</td>
<td>3%</td>
</tr>
<tr>
<td>3 to less than 6</td>
<td>4%</td>
</tr>
<tr>
<td>6 to less than 10</td>
<td>5%</td>
</tr>
<tr>
<td>10 to less than 15</td>
<td>6%</td>
</tr>
<tr>
<td>15 to less than 20</td>
<td>7%</td>
</tr>
<tr>
<td>20 to less than 25</td>
<td>8%</td>
</tr>
<tr>
<td>More than 25</td>
<td>9%</td>
</tr>
</tbody>
</table>

(B) Calculation of Additional Interest Credits. The Plan will calculate the amount of additional Interest Credits that would have been credited to your Account if the additional Contribution Credits (as summarized above) had been credited to your Account as of the last day of each such quarter.

(C) Added to Account Balance. The additional Contribution Credits calculated pursuant to Section 6.5(A) and the additional Interest Credits calculated pursuant to Section 6.5(B) will then be added to your Account balance.
6.6 **Benefit Limitations for Highly Paid Employees.** As noted in Section 5.8 above, the Internal Revenue Code limits the amount of annual compensation that may be taken into account in calculating your benefit under the Plan (the 401(a)(17) limit), and also limits the amount of the benefit that may be paid each year from a defined benefit plan (the 415 limit). These limits, which are referenced in Section 5.8 in the context of Traditional Pension benefits, apply equally to the Account Balance provisions of the Plan. You may obtain information on the latest year’s 401(a)(17) and 415 limits by calling John Hancock at 1-800-294-3575 or by accessing John Hancock’s website at www.mylife.jhrps.com. If your pension benefit is affected by either the 401(a)(17) limit or the 415 limit, the Plan will notify you individually of the applicable limitation.

**Part VII – Supplemental Pension Benefit**

7.1 **Supplemental Pension Benefit.** In addition to the pension benefits summarized above, certain individuals are also entitled to receive a supplemental pension benefit (the calculation of which is summarized in Section 7.2 below).

(A) **General Rule.** You will be entitled to receive a supplemental pension benefit if you satisfy each of the conditions listed below:

1. You were actively employed by a Participating Employer as of September 30, 2007;
2. You began your employment with a Participating Employer on or before December 31, 2003;
3. Your pension benefit will be calculated under this Plan under the “Best of Either” provisions that are summarized in Section 4.1(B) of this SPP; and
4. You did not commence your pension benefit on or before September 30, 2007.

(B) **Special Rule for Certain Participants in the Eleventh District Retirement Plan.** If you are not entitled to receive a pension benefit calculated under the “Best of Either” provisions of this Plan, but you are entitled to receive a pension benefit under the provisions of The Eleventh Farm Credit District Employees’ Retirement Plan, you will still be entitled to receive a supplemental pension benefit under this Plan if you satisfy each of the conditions listed below:

1. You were actively employed by a Participating Employer as of September 30, 2007;
2. You began your employment with a Participating Employer on or after March 1, 2003, but prior to January 1, 2007;
3. You continued to accrue benefits in The Eleventh Farm Credit District Employees’ Retirement Plan after you became employed by a Participating Employer;
(4) You did not become a Participant in this Plan except for the limited purpose of receiving the supplemental pension benefit as summarized in Part VII of this SPP; and

(5) You did not commence your pension benefit under The Eleventh Farm Credit District Employees’ Retirement Plan on or before September 30, 2007.

7.2 Calculation of Supplemental Pension Benefit. If you satisfy each of the conditions summarized in Section 7.1(A) or Section 7.1(B), your supplemental pension benefit will be calculated and distributed as set forth below:

(A) Hypothetical Account. The Plan will establish a hypothetical account (the “Account”) for you. The Account will be comprised of an initial Contribution Credit and quarterly Interest Credits, as summarized below.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount for Full Years</th>
<th>Amount for Partial Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 20 years</td>
<td>$1,000 for each year</td>
<td>$83.33 for each month</td>
</tr>
<tr>
<td>21 to 30 years</td>
<td>$1,800 for each year</td>
<td>$150.00 for each month</td>
</tr>
<tr>
<td>31 or more years</td>
<td>$2,100 for each year</td>
<td>$175.00 for each month</td>
</tr>
</tbody>
</table>

Example: A Participant who will have 21 Years of Service plus an additional 4 months of Service as of December 31, 2007, would be credited on September 30, 2007, with a Contribution Credit in the amount of $22,400, computed as follows:

\[
\begin{align*}
20 \text{ Years of Service at } $1,000 \text{ per year} &= $20,000 \\
1 \text{ Year of Service at } $1,800 \text{ per year} &= $1,800 \\
4 \text{ months of Service at } $150 \text{ per month} &= $600 \\
\end{align*}
\]

\[\text{Total} = $22,400\]

(C) Special Rules in Calculating Your Initial Contribution Credit. In calculating your initial Contribution Credit as summarized in Paragraph (B) above, the Plan will make the following assumptions:

(1) The Plan will assume that, if you were actively employed on September 30, 2007, you remained continuously employed through December 31, 2007, and thus will calculate your Years of Benefit Service as of December 31, 2007;
(2) For purposes of determining your partial Years of Benefit Service as of December 31, 2007, a partial month of service will be rounded up and counted as if it were a full month if the partial month consists of at least fifteen (15) days. If this condition is not met, a partial month will be rounded down and will not be counted as a month of service;

(3) If you were credited, as of September 30, 2007, with additional Years of Benefit Service because your job was lost due restructuring (and you satisfied each of the conditions summarized in Section 5.6 above), those additional Years of Benefit Service will be taken into account for purposes of calculating your initial Contribution Credit;

(4) The Plan will reduce the amount of your initial Contribution Credit to its present value as of December 31, 2007, using a 7% discount rate, subject, however, to the following provisions:

(a) A reduction to present value will not be made if you had attained age 60 no later than December 31, 2007 (without regard to any additional years that may have been added to your age pursuant to Section 5.6 above);

(b) In discounting the amount of the initial Contribution Credit to its present value, the Plan will assume that the amount will become payable to you as of the first day of the month in which you would have attained age 60.

(D) **Interest Credit on Account.** An interest credit will be provided on the balance in your Account in the amount of 1.25% per quarter (which is 5% per year, compounded quarterly). The interest credit will be provided as of the last day of each quarter. No interest credit will be provided for the quarter in which a distribution is made if you received a distribution prior to the last day of that quarter.

(E) **Distribution of Supplemental Pension Benefit.** The distribution of your supplemental pension benefit will commence at the same time and in the same form as your traditional pension benefit under the Plan. However, you may elect (with spousal consent, if applicable) to receive your supplemental pension benefit in the form of a lump sum or in any other form permitted under the Plan (see Part VIII) without regard to the form you elected for your traditional pension benefit.

(F) **Death Prior to Distribution of Supplemental Pension Benefit.** In the event that you die prior to commencing your traditional pension benefit, your supplemental pension benefit will be paid in the form of a lump sum to your surviving Spouse. If you die prior to commencing your traditional pension benefit and you do not have a surviving Spouse, no supplemental pension benefit will be paid to you.

(G) **Supplemental Pension Benefit Part of Overall Pension Benefit Limitation.** If you receive a supplemental pension benefit under the provisions summarized above, such benefit will be included in the benefit limitations for highly paid employees that are summarized in Sections 5.8 and 6.6.
Part VIII – Distribution of Your Pension Benefit

8.1 Form of Payment of Your Pension Benefit. You can choose how your pension benefit will be paid from a variety of options.

(A) Default Payment Methods. If you do not choose a payment option, the Plan will automatically pay a pension benefit to you based on your marital status, as explained below:

(1) Married Participant. If you are married at the time you commence your pension benefit, you will receive a joint and 50% survivor life annuity. That is, you will receive monthly payments during your lifetime and, if you die before your Spouse, he/she will then receive 50% of the amount of your benefit for the remainder of his/her life. If your Spouse dies before you, all payments will stop upon your death.

(2) Unmarried Participant. If you are not married at the time you commence your pension benefit, you will receive a single life annuity with 60 months of guaranteed payments. That is, you will receive monthly payments during your lifetime, and those payments will be guaranteed – regardless of when you die – for 60 months. After you die (or, if later, after 60 monthly pension benefit payments have been made), the payments will stop. (The life annuity for an unmarried participant is calculated in the same manner as the joint and 50% survivor life annuity in the sense that the single participant is assumed to be married with a Spouse of the same age.)

(B) Waiver of Joint and 50% Survivor Life Annuity for Married Participant. If you are married at the time you commence your pension benefit and wish to receive your benefit in any form other than a 50% joint and survivor life annuity, you may elect one of the alternative forms of payment specified below. However, your election will generally be valid only if your Spouse consents in writing to the alternative form of payment before your benefit payments are scheduled to commence.

(C) Optional Payment Methods. You may choose from any of the following optional payment methods by completing a distribution election form at the time of your retirement:

(1) Single Life Annuity. Under a single life annuity, you will receive equal monthly payments for the remainder of your lifetime. When you die, the payments will stop.

(2) Joint and 2/3 Spousal Survivor Annuity Option. Under this option, you will receive monthly payments for the remainder of your lifetime. When you die, if your Spouse survives you, he/she will receive monthly payments for the remainder of his/her life in an amount equal to two-thirds of your monthly benefit. (Note that your monthly payments under this option will be less during your lifetime than they would under a joint and 50% survivor annuity because of the greater benefit for your surviving Spouse upon your death.)
(3) **Joint and 100% Spousal Survivor Annuity Option.** Under this option, you will receive monthly payments for the remainder of your lifetime. When you die, if your Spouse survives you, he/she will receive monthly payments for the remainder of his/her life in an amount equal to your monthly benefit. (Note that your monthly payments under this option will be less than they would under a joint and 50% survivor annuity or a joint and 2/3 survivor annuity because of the greater benefit for your surviving Spouse upon your death.)

(4) **Single Life Annuity with a Fixed Number of Payments Guaranteed.** This form of benefit provides you monthly benefit payments for the remainder of your lifetime, and those payments will be guaranteed – regardless of when you die – for either 60 months or 120 months, depending on which amount of time you select. As you might expect, the monthly benefit in a single life annuity with 120 months guaranteed will be less than the monthly benefit in a single life annuity with 60 months guaranteed to account for the fact that payments are guaranteed to be made over a longer period of time.

If you select this option, you will be required to designate your beneficiary – i.e., the individual or entity that will receive monthly payments for the remainder of the guaranteed period (if any) following your death – when you commence your benefit. However, you will be able to change your beneficiary designation at any time after your pension benefit payments have commenced.

(5) **Lump-Sum Payment.** If the actuarial equivalent present value of your vested accrued benefit under the Plan exceeds $5,000 on the first day of the month following your separation from service, then you may elect, within the 12-consecutive month period following your separation from service, to receive distribution of your pension benefit in a lump sum, but only if you do so within the 12-consecutive month period following your separation from service and only if you have not already commenced benefit payments.

**Note:** Once you commence distribution of your pension benefit, you may not later change the form of your distribution.

(D) **Mandatory Lump-Sum Distribution for Amounts of $5,000 or Less.** If, at the time of your separation from service, the actuarial equivalent present value of your vested accrued benefit is $5,000 or less, your benefit must be paid in a lump-sum distribution, to be made as soon as practicable following your separation from service. In such circumstances, any other form of distribution that you may have elected will be disregarded.

(E) **Mandatory IRA Rollover for Amounts of More than $1,000, but not More than $5,000.** If the Plan makes a lump-sum distribution to you without your consent, the amount of that distribution is more than $1,000 but not more than $5,000, and you do not provide instructions as to how the distribution should be paid, the Plan Administrator will establish an Individual Retirement Account in your name and your distribution will be deposited into that IRA. The IRA provider will invest the amount that has been “rolled over” into the IRA in a type of investment that is
designed to preserve principal and provide a reasonable rate of return and liquidity. The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and the IRA investments. You may transfer the funds in the IRA, at any time and without cost, to any other IRA provider you choose.

(F) **IRA Rollover Distribution Option.** If you elect to receive a lump-sum distribution of all or part of your pension benefit, you may elect to have your lump-sum benefit directly “rolled over” by the Plan into an eligible retirement plan (e.g., an Individual Retirement Account (“IRA”), the Farm Credit Foundations Defined Contribution/401(k) Plan, or another employer’s qualified plan that accepts rollovers). This direct rollover option may not be available if you already are, or will turn, age 70½ in the year of the lump-sum distribution. For more information on this rollover option, call John Hancock at 1-800-294-3575 or access John Hancock’s website at [www.mylife.jhrps.com](http://www.mylife.jhrps.com).

(G) **Issues to Consider in Selecting a Form of Payment.** There are a number of issues that you should bear in mind before you elect the form of payment of your pension benefit. Among the more important considerations are the following:

1. **Death Before Benefit Commences.** If you die before your pension benefit payments commence, your benefit election will be disregarded. Survivor benefits will be payable only to a surviving Spouse, as summarized in Section 9.1 below. If you are not married, no benefit will be paid following your death.

2. **Adjustment for Optional Form of Payment.** If you receive a benefit in any form other than the single life annuity, the amount of your monthly benefit will be reduced to reflect that the payments may be made over two lifetimes and/or for a guaranteed period of time.

3. **Change in Form of Payment.** You may elect (and change) the form of payment of your pension benefit at any time before your benefit begins. Once you start receiving payments, however, your form of payment cannot be changed.

4. **Death of Beneficiary Before Benefit Commences.** If you select any of the annuity forms of payment options other than a single life annuity option and the joint annuitant that you designated dies before you commence your pension benefit, your form of payment election will be disregarded. Under such circumstances, unless you timely elect a different form of payment, your pension benefit will be paid using the default form of payment as summarized in Section 8.1(A) above.

5. **Designation of Beneficiary.** If you elected a distribution option involving a single life annuity with a fixed number of guaranteed payments, you may change the designation of your beneficiary at any time before or after your pension benefit payments have commenced. However, for all other forms of payment, once the distribution of your pension benefit begins, you may not change your designated beneficiary.
(6) **Divorce.** If you elect a joint and survivor annuity option and you become divorced after you retire and have commenced your pension benefit, you will continue to receive the same amount of monthly payment for the remainder of your lifetime (subject to the provisions of any applicable Qualified Domestic Relations Order, see Part XI) and, if your former Spouse survives you, he/she will receive the monthly survivor benefit.

8.2 **Important Tax Considerations.** You should be aware that the pension benefit you receive from the Plan is considered to be taxable income under federal law. If you receive a lump-sum form of distribution from the Plan and do not elect to have such payment paid directly to an IRA or to another eligible retirement plan, the payment will be subject to a mandatory 20% federal income tax withholding and may also be subject to any applicable state income withholding.

If you receive any other form of distribution, taxes will automatically be withheld on your benefit payments unless you specifically request otherwise in writing. The amount withheld will depend on your filing status and the number of exemptions you claim.

You can change your tax withholding at any time. To do so, you must request the appropriate forms by calling John Hancock at 1-800-294-3575 or by accessing John Hancock's website at www.mylife.jhrps.com. These forms must then be completed and returned to John Hancock so that your revised withholding instructions may be put into effect.

If you choose not to have taxes withheld from your benefit, you must pay them when you file your tax return. You may be required to pay estimated taxes – and possibly tax penalties – if you decide not to have taxes withheld, or if the amount withheld is not enough to cover the actual taxes due.

Please also note that if your pension benefit is distributed to you in a lump sum and you have not attained age 59½ at the time of the distribution, federal tax laws may impose a 10% penalty on the amount of the payment you receive.

In light of the complexity and constantly changing nature of many federal and state tax laws, you may wish to consult with a qualified tax adviser before you begin receiving your pension benefit under the Plan.

**Part IX – Pre-Retirement Death Benefit**

9.1 **Death Benefit Eligibility for Surviving Spouse.** If you die prior to the time you begin receiving your pension benefit under the Plan, your surviving Spouse may be eligible for a death benefit from the Plan. In order for your surviving Spouse to receive such a death benefit, each of the following conditions must be satisfied:

(A) You must have either (i) had at least five (5) Years of Vesting Service at the time of your death, or (ii) died while performing qualified military service under USERRA and, but for your death, have been eligible to become re-employed by the Employer following your military service under the provisions of USERRA; and
(B) You must have been married to your surviving Spouse during the entire 12-consecutive month period immediately preceding your death; and

(C) You must have died prior to the date of your first pension benefit payment.

Note: If, at the time of your death, you were not married or had not been married to your surviving Spouse for at least one year, no death benefit will be paid under the Plan.

9.2 Amount and Form of Death Benefit Payment. The amount of death benefit payable to your surviving Spouse is determined based on (a) whether or not, you had attained your Early Retirement Age (see Section 3.2) at the time of your death, and (b) whether your pension benefit is being calculated under the Traditional Pension provisions of the Plan or the Account Balance provisions of the Plan.

(A) Traditional Pension Provisions. If your pension benefit is being calculated under the Traditional Pension provisions of the Plan, the pre-retirement death benefit payable to your surviving Spouse is summarized as follows:

(1) If you die after attaining your Early Retirement Age, the death benefit that your surviving Spouse will receive will be equivalent to the survivor portion of a Joint and 50% Survivor Life Annuity that would have been paid to your surviving Spouse if you had commenced receiving a pension benefit the day before your death. For example, if you die at age 56 after having completed 20 years of service, and your monthly pension benefit would have been $2,200 had you commenced your pension benefit on the day before your death, your surviving Spouse would receive a death benefit in the form of monthly payments in the amount of $1,100 for the remainder of his/her life.

(2) If you die on or before the day you have attained your Early Retirement Age, the death benefit that your surviving Spouse will receive will be equivalent to the survivor portion of a Joint and 50% Survivor Life Annuity that would have been paid to your surviving Spouse if you had lived to your Early Retirement Age and commenced receiving your pension benefit on the day after you attained your Early Retirement Age.

(3) The actual amount of the death benefit will be actuarially adjusted based on the exact date that the distribution is made (or, in the case of an annuity, commenced).

(B) Account Balance Provisions. If your pension benefit is being calculated under the Account Balance provisions of the Plan, the pre-retirement death benefit payable to your surviving Spouse will be equal to 50% of the balance of your Account at the time of your death.

9.3 Time and Payment of Death Benefit. Unless otherwise required, or elected by your surviving Spouse, under the provisions summarized below, the death benefit payable to your surviving Spouse will commence on the date you would have attained your Normal Retirement Age under the Plan.
(A) **Mandatory Lump-Sum Distribution for Amounts of $5,000 or Less.** If the Present Value of the death benefit payable to your surviving Spouse is $5,000 or less on the first day of the month following your death, then the death benefit will be paid in a lump-sum distribution as soon as administratively practicable following your death (or upon the Plan’s notification of your death).

(B) **Distribution Options for Amounts Greater than $5,000.** If the Present Value of the death benefit payable to your surviving Spouse is greater than $5,000 on the first day of the month following your death, then your surviving Spouse may elect to have the death benefit paid in either of the following forms at the specified times:

1. **Lump-Sum Distribution.** Your surviving Spouse may elect, within the 12-consecutive month period following your death, to receive the death benefit in the form of a lump-sum distribution.

2. **Survivor Annuity.** If a lump sum is not elected, the death benefit will be paid to your surviving Spouse in the form of a survivor portion of a Joint and 50% Survivor Life Annuity (as summarized in Section 8.1(A) above). Your surviving Spouse may elect to commence such annuity at any time after your death, but no earlier than the date you would have attained your Early Retirement Age and no later than the date that the Internal Revenue Code would require him/her to commence such distributions. For more details on these distribution requirements, contact John Hancock at 1-800-294-3575 or access John Hancock’s website at www.mylife.jhrps.com.

(C) **IRA Rollover Distribution Option.** If your surviving Spouse elects, or is required, to receive a death benefit in a lump-sum distribution, he/she may elect to have the distribution directly “rolled over” by the Plan into an eligible retirement plan (e.g., an Individual Retirement Account, the Farm Credit Foundations Defined Contribution / 401(k) Plan, or another employer’s qualified plan that accepts rollovers). This direct rollover option may not be available if your surviving spouse already is, or will turn, age 70½ in the year of the lump-sum distribution. More information on this rollover option is available by calling John Hancock at 1-800-294-3575 or by accessing John Hancock’s website at www.mylife.jhrps.com.

**Part X – Procedures for Applying for a Pension Benefit**

10.1 **Application for Benefit.** If you are entitled to a pension benefit under the Plan at the time you terminate your employment, you must complete an election form and submit it to John Hancock before your benefit can begin. If you are retiring, you generally should contact John Hancock prior to your retirement date in order to request a retirement application. After receiving your completed application, and once your Final Average Pay formula benefit is definitively determined, a benefit election package will be sent to your address of record. This election package will offer you a choice of payment methods for your pension benefit, the option to have your benefit directly deposited into your bank or other financial institution, and the ability to have federal and/or state income taxes withheld from your benefit payments.
In the event that you did not commence your pension benefit immediately after terminating employment but later decide to do so, you may initiate the process of commencing your benefit by calling John Hancock at 1-800-294-3575 or by accessing John Hancock’s website at www.mylife.jhrps.com.

10.2 **Valid Address.** It is important that you keep your address and other contact information completely up to date at all times with John Hancock. If you do not keep your current address on file, the Plan may have difficulty locating you and your benefit payments may be delayed.

### Part XI – Assignment of Pension Benefit / Qualified Domestic Relations Orders

#### 11.1 **Limited Assignment of Benefit.** Your pension benefit belongs to you and may not be sold, assigned, transferred, pledged, or garnished except pursuant to a Qualified Domestic Relations Order (“QDRO”), as summarized in Section 11.2 below.

#### 11.2 **Qualified Domestic Relations Order Procedure.** If you and your Spouse become divorced or legally separated, a court may enter a “domestic relations order” requiring the payment of all or part of your pension benefit under the Plan to your Spouse, former Spouse, child(ren), or other dependent(s). If the “domestic relations order” meets certain requirements under the Internal Revenue Code and satisfies the Plan’s rules regarding the time and form of pension benefit payments, the order will be considered a QDRO. Only after the QDRO determination has been made will the Plan be required to give effect to the order.

The Plan Administrator has delegated to John Hancock the responsibility for determining whether a domestic relations order is a QDRO. If you are involved in a divorce or action for a legal separation and it appears that a “domestic relations order” might be entered, you or your attorney should contact John Hancock before the order is submitted to a judge for the judge’s signature. John Hancock can provide information about the Plan’s QDRO procedures and model language for your attorney to use. This will help to avoid situations in which an order has to be revised after it has already been approved by a court in order to satisfy the requirements for QDROs that are set forth in the Code. John Hancock can also provide information about the fee that will be charged for reviewing a “domestic relations order,” including when the fee will be charged and the amount of the fee. You may reach a John Hancock representative by calling John Hancock at 1-800-294-3575 or by accessing John Hancock’s website at www.mylife.jhrps.com.

The Plan Administrator may deduct the cost of reviewing and approving the QDRO from your account.

### Part XII – Claims Procedures

#### 12.1 **Claims Procedures.** The claims procedures for the Plan are contained in Appendix B, which is attached hereto.
Part XIII – Plan Amendments / Termination

13.1 **Amendment of Plan.** The Plan may be amended at any time by a majority vote of the participating Employers or, depending on the nature of the amendment, by the Farm Credit Foundations Plan Sponsor Committee. An amendment will not reduce your vested accrued benefit except to the extent that a reduction may be required or permitted by law.

13.2 **Termination of Plan.** The Plan is intended to remain in existence for the foreseeable future. However, the participating Employers have the right to terminate the Plan at any time. If the Plan is ever terminated, or if there is a partial termination that affects you, any benefit that you have accrued will become 100% vested as of the termination date. Your pension benefit in such an eventuality will be based on your Years of Benefit Service and Final Average Pay only to the date of the termination of the Plan.

In the event of a complete termination of the Plan, the benefit that you have earned will be paid from the assets of the Plan.

13.3 **Merger of Plan.** If the Plan is merged with another plan, or if assets from the Plan are transferred to another plan, the benefit that you have already accrued will be protected. Your benefit under the new (merged) plan will be just as great as the amount to which you would have been entitled if the Plan had been terminated immediately prior to the merger.
### APPENDIX A

**NINTH FARM CREDIT DISTRICT PENSION PLAN**

**PARTICIPATING EMPLOYERS**

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<tr>
<th>Company Name</th>
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BACKGROUND

- The Farm Credit Foundations Trust Committee (the “Trust Committee”) serves as the Plan Administrator of the Ninth Farm Credit District Pension (the “Plan”).

- The Plan Administrator has full discretionary authority to administer the Plan. Among other things, this authority includes the power to:
  - Determine the eligibility of Employees to participate in the Plan;
  - Resolve any factual questions that might arise in the course of administering the Plan;
  - Adopt any procedures and regulations necessary for the proper and efficient administration of the Plan;
  - Construe and enforce the terms of the Plan; and
  - Adjudicate claims for benefits under the Plan.

PURPOSE OF THIS PROCEDURE

- The purpose of this Procedure is to provide a framework for the handling of claims for eligibility and/or benefits under the Plan, and appeals from the denial of such claims.

- In adopting this Procedure, the Trust Committee has attempted to balance the desire for prompt resolution of eligibility and/or benefit claim requests (and the appeals from the denials thereof) with the need for sufficient time to render thorough and thoughtful claim determinations.

GENERAL FRAMEWORK FOR THE HANDLING OF CLAIMS FOR BENEFITS

- **Eligibility Issues.** In most circumstances where an Employee is or may be eligible to participate in the Plan, such individual will be notified of his/her eligibility to participate. If, for some reason, such notification does not occur and the Employee believes he/she is eligible to participate in the Plan, the Employee should immediately contact his/her Employer. If, following such a request, the Employee is advised that he/she is not eligible to participate in the Plan, the Employee may challenge that decision by filing a claim pursuant to the Procedure set forth below.
• **Benefits Issues.** In most circumstances where a Participant or Beneficiary is, or may be, entitled to commence distribution of benefits under the Plan, he/she will be notified of his/her right to benefits and will be provided with a pension letter detailing benefit options available to him/her and instructions for requesting commencement of benefits. If, following such notification, the Participant or Beneficiary disputes the amount of benefits to be paid, the timing of such payments, or the conditions under which such benefits will be paid, he/she may file a claim pursuant to the Procedure set forth below.

  o In limited circumstances (e.g., death or disability), the Plan may be unaware that a Participant has experienced a distribution event. In those situations, the Participant (or his/her Beneficiary) should promptly notify the Plan of the applicable distribution event, at which time he/she will be provided with relevant distribution information. If, following this notification, the Participant (or his/her Beneficiary) disputes the amount of benefits to be paid, the timing of such payments, or the conditions under which such benefits will be paid, he/she may file a claim pursuant to the Procedure set forth below.

• Responsibility for the initial handling of all claims for eligibility and/or benefits under the Plan, and the initial appeal from the denial of any such claims, is delegated to a “Claims Reviewer.” The Trust Committee then adjudicates any appeals from the Claims Reviewer’s denial of a claim for benefits.

• For purposes of this Procedure, the Trust Committee has appointed the Farm Credit Foundations Benefits Department to serve as “Claims Reviewer.”

**PROCEDURE**

1. **Form of Claims.** Claims under the Plan must be made in writing and must include, at a minimum, the following information:

   a. The nature of the claim (e.g., dispute over amount of pension benefit, individual’s alleged entitlement to benefit, etc.);

   b. The name of the Plan (i.e., the Ninth Farm Credit District Pension Plan);

   c. The name of the individual(s) claiming benefits and the relationship of such individual(s) to the Participant (or former Participant); and

   d. An explanation of why such individual(s) believes he/she is eligible for benefits under the Plan.

   **Note 1:** A claim for benefits will be considered to have been submitted under this Procedure only if it is in writing and contains all the information set forth in this Paragraph 1. Casual inquiries regarding eligibility and/or benefits will not be considered a “claim” under this Procedure.

   **Note 2:** Claims may be submitted via mail/express delivery or electronically to the relevant address below. If the claim is submitted via e-mail, the...
claimant should include in the subject line a statement describing the nature of the claim (e.g., “Claim for Benefits under the Ninth Farm Credit District Pension Plan”):

Ninth Farm Credit District Pension Plan Claims Reviewer  
c/o Farm Credit Foundations  
Attn: Vice-President, Employee Benefits  
30 East 7th Street, Suite 3000  
St. Paul, MN 55101  

OR  
Benefits@farmcreditfoundations.com  

2. Initial Decision by Claims Reviewer. The Claims Reviewer shall issue its decision on any claim that is submitted in accordance with Paragraph 1 above within ninety (90) days after receipt of the claim. If the Claims Reviewer, in its sole discretion, determines that the claim information is incomplete, the Claims Reviewer may request any additional information necessary to finalize the claim. The 90-day time limit shall be tolled – i.e., will temporarily stop running – during the pendency of any information request. If the claim is denied in whole or in part, the Claims Reviewer shall issue its decision in writing, and include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

3. Appeal from Initial Decision by Claims Reviewer. A claimant whose claim has been denied in whole or in part by the Claims Reviewer may (but is not required to) appeal (i.e., request reconsideration of) that decision to the Claims Reviewer. Any such appeal must be submitted by the claimant (or his/her duly authorized representative) to the Claims Reviewer at the address referenced in Paragraph 1, in writing, no more than sixty (60) days from the date of the initial denial. In pursuing his/her claim, the claimant shall be entitled to review pertinent documents and submit any issues and/or comments in writing.

4. Decision on Review by the Claims Reviewer. A decision shall be made by the Claims Reviewer, in writing, no more than ninety (90) days after receipt of the request for review (i.e., the initial appeal of the denied claim in accordance with Paragraph 3 above). If the Claims Reviewer, in its sole discretion, determines that the claim information is incomplete, the Claims Reviewer may request any additional information necessary to finalize the claim. The 90-day time limit shall be tolled during the pendency of any information request. If the claim is denied in whole or in part, the Claims Reviewer shall issue its decision in writing, and include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

5. Appeal of Claims Reviewer’s Decision to Trust Committee. Following the initial denial of any claim under the Plan by the Claims Reviewer, or, if the claimant has appealed the initial denial of the claim to the Claims Reviewer pursuant to Paragraph 3 above, following an unsuccessful appeal to the Claims Reviewer on a denied claim, a claimant (or his/her duly authorized representative) may appeal to the Trust Committee for a full review of the denied claim. The claimant (or his/her duly authorized representative) must submit to the Trust Committee, in writing, any and all
information necessary to evaluate the claim – including references to the specific terms of the Plan and any applicable provisions of the Internal Revenue Code or Treasury Regulations – relating to the denial of the claim. Such submission must be made within sixty (60) days of the denial of the appeal by the Claims Reviewer. If the claim information is incomplete, the Trust Committee may request any additional information that it deems necessary to finalize the claim. In pursuing this stage of the appeal, the claimant is entitled to review pertinent documents and submit any issues and/or comments in writing.

Appeals to the Trust Committee should be sent via U.S. mail or express delivery. No e-mails. The following address should be used

Farm Credit Foundations Trust Committee  
c/o Farm Credit Foundations  
Attn: Vice-President, Employee Benefits  
30 East 7th Street, Suite 3000  
St. Paul, MN 55101

6. Decision on Review by the Trust Committee. The Trust Committee shall issue its decision on any denied claim appeal within 180 days after receipt of the request for review. If the Trust Committee, in its sole discretion, determines that the claim information is incomplete, the Trust Committee may request any additional information necessary to finalize the claim. The 180-day time limit shall be tolled during the pendency of any information request. If the claim is denied in whole or in part, the Trust Committee shall issue its decision in writing, and include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

7. Litigation of Claim. Prior to initiating legal action concerning a claim in any court – state or federal – against the Plan, any trust used in conjunction with the Plan, the Employer, and/or the Plan Administrator, a claimant must first exhaust the administrative remedies set forth in this Procedure. Failure to exhaust the administrative remedies set forth in this Procedure shall serve as a bar to any civil action concerning a claim under the Plan. If the Trust Committee, acting pursuant to the claims Procedure set forth herein, makes a final written determination denying a claim, the claimant, to preserve the claim, must file an action with respect to the denied claim no more than 180 days following the date of the Trust Committee’s final determination.