MENNONITE
RETIREMENT 403(b) PLAN

Amended and Restated Effective January 1, 2018

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INTRODUCTION

The Mennonite Church USA, acting through the Mennonite Church USA Executive Board, adopted the Mennonite Retirement 403(b) Plan ("Plan"), effective June 26, 2004, in order to provide retirement benefits to employees of a Church, as defined herein. Effective January 1, 2009, the Plan was amended and restated to reflect the requirements of the Treasury Regulations under section 403(b) of the Internal Revenue Code of 1986, as amended ("Code"). Effective January 1, 2018, the Plan is hereby amended and restated as provided herein, such amendment and restatement incorporating in this single document all Plan amendments previously made hereto, as well as effectuating other desired changes to the Plan.

This Plan is intended to be used by eligible Employers to establish a retirement income account program described in Code section 403(b)(9). Each Adopting Employer adopts this Plan as a separate plan, independent from the plan of any other Adopting Employer.

The Plan is intended to be a "church plan" within the meaning of section 414(e) of the Code and section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA") and, as such, is exempt from the requirements of ERISA. The Plan shall be interpreted, wherever possible, to comply with the applicable terms of the Code and all applicable regulations and rulings issued under the Code.

This Plan document reflects the terms and conditions that apply with respect to assets held in the Code section 403(b)(9) retirement income account program administered by the Trustees identified in Article XI. To the extent that an Employer enters into agreements with providers of annuity contracts (as defined in Code section 403(b)(1)) issued by an insurance company qualified to issue annuities in a state, or custodial accounts (as defined in Code section 403(b)(7)) issued by a regulated investment company, or with providers of other retirement income accounts (as defined in Code section 403(b)(9)) that are not administered by the Trustees, the terms of such other agreements shall not affect or apply to the terms of this Plan document or to assets held by the Trustees under this Plan.

ARTICLE I

DEFINITIONS

Wherever used in this Plan, the following terms shall have the respective meanings set forth below unless expressly provided herein. When the defined meaning is intended, the particular term is capitalized.

1.01 Account. The term "Account" shall mean the bookkeeping account or accounts established for the purpose of separately accounting for a Participant's or Beneficiary's interest in the Trust Fund in the commingled assets of the Plan. A Participant's Account may include any of the following sub-accounts:

(a) A Salary Reduction Contributions Account which includes any Salary Reduction Contributions made pursuant to Section 3.01 and any earnings thereon.

(b) A Roth Contributions Account which includes any Roth Contributions made pursuant to Section 3.02 and any earnings thereon.

(c) An Employer Contributions Account which includes any Employer Contributions made pursuant to Section 3.03 and any earnings thereon.

(d) A Matching Contributions Account which includes any Employer Matching Contributions made pursuant to Section 3.04 and any earnings thereon.

(e) A Foreign Missionary Contributions Account which includes any contributions made pursuant to Section 3.05 and any earnings thereon.

(f) A Rollover Contributions Account which includes any Rollover Contributions made pursuant to Section 3.06 and any earnings thereon.

(g) A Roth Rollover Contributions Account which includes any Roth Rollover Contributions made pursuant to Section 3.06 and any earnings thereon.

(h) A Transfer Contributions Account which includes any Transfer Contributions made pursuant to Section 3.07 and any earnings thereon.

(i) A Roth Transfer Contributions Account which includes any Roth Transfer Contributions made pursuant to Section 3.07 and any earnings thereon.

The Trustees reserve the right, in their sole discretion, to establish additional sub-accounts as they may deem necessary or appropriate.

1.02 Actuarial Equivalent. The term "Actuarial Equivalent" shall mean the equality in value of the aggregate amounts expected to be received under different forms of payment based on actuarial assumptions that are specified in the Plan from time to time and are based on the Annuity 2000 Table for Individual Annuity Valuation with a one-year age setback, unisex rates, and an interest assumption of four percent (4%). The Trustees shall have the authority to change the basis for calculating Actuarial Equivalent; provided, however, that any change in the definition of

Actuarial Equivalent shall apply only with respect to Participants who have not yet begun to receive benefits from the Plan.

1.03 Adoption Agreement. The term "Adoption Agreement" shall mean the agreement under which any Employer adopts this Plan for the benefit of its Employees and which contains provisions unique to such Employer, or such other form of document that may be acceptable to the Trustees. The Adoption Agreement is hereby incorporated by reference and made part of the Plan.

1.04 Beneficiary. The term "Beneficiary" shall mean the individual(s) or entity(ies), including a trust, charitable organization or estate, designated by a Participant pursuant to, and in accordance with, the rules and procedures established by the Plan Administrator. Participants shall have the right to change, delete from or add to their designated Beneficiaries at any time; provided, however, that any such change, deletion or addition shall become effective only when the written designation thereof is received by the Plan Administrator. A designation of the Participant's spouse as a Beneficiary shall automatically become ineffective upon the divorce of the Participant from such spouse and a new Beneficiary designation must be executed; provided, however, that the Participant is permitted to re-designate a former spouse as a Beneficiary following divorce. A Beneficiary and an alternate payee under a qualified domestic relations order (as defined in Code Section 414(p)) may also designate a Beneficiary to receive any benefits to which the Participant may be entitled under the Plan.

1.05 Church. The term "Church" means a Mennonite denomination or any board, division or auxiliary of a Mennonite denomination, whether a civil law corporation or otherwise, and any congregation that is affiliated with a Mennonite denomination, and any other organization that (a) is exempt from tax under Code section 501, (b) shares common religious bonds and convictions and historical ties with a Mennonite denomination, and (c) is eligible to participate in a "church plan" as defined under Section 3(33) of ERISA and Code section 414(e), as amended from time to time.

1.06 Code. The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.07 Compensation. The term "Compensation" shall mean the total amount of base salary, wages or other payments paid to an Employee by the Employer for personal services rendered, but excluding reimbursement for direct expenses or other non-taxable allowances. Notwithstanding the foregoing, the Employer may select a different definition of "Compensation" in its Adoption Agreement. In the case of a Participant who is a minister of a Church, Compensation shall include clergy housing allowance which is excludable from income pursuant to Code section 107. In the case of a self-employed minister, "Compensation" shall mean such minister's net earnings from self-employment. The annual Compensation of each Employee taken into account for any year under the Plan shall not exceed $275,000, as adjusted for the cost of living in accordance with Code section 401(a)(17)(B).

1.08 Disabled or Disability. The term "Disabled" or "Disability" shall mean a total and presumably permanent disability such that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. The Plan

Administrator will make a determination of disability based on medical evidence provided by the Participant.

1.09 Early Retirement Age. The term "Early Retirement Age" shall mean age fifty-five (55) or such later age as may be provided in the Adoption Agreement.

1.10 Effective Date. The term "Effective Date" shall mean the date the Plan was, is or will be effective with respect to an Employer as set forth in the Adoption Agreement.

1.11 Elective Deferrals. The term "Elective Deferrals" shall mean the contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation pursuant to a Salary Reduction Agreement described in Section 1.31. Elective Deferrals include both Salary Reduction Contributions and Roth Contributions. Elective Deferrals also includes any additional elective contributions made by a Participant who is or will be age 50 or older in a taxable year, in accordance with, and subject to, Code section 414(v).

1.12 Employee. The term "Employee" shall mean the following individuals:

(a) Any common law employee of an Employer; and

(b) A minister of the Church who is (i) self-employed within the meaning of Code section 414(e)(5)(A)(I)(i) or (ii) performing services in the exercise of ministry for an organization that is unrelated to the Church within the meaning of Code section 414(e)(5)(A)(I)(ii).

1.13 Employer. The term "Employer" means any Church which has adopted this Plan by execution of an Adoption Agreement. Subject to the approval of the Plan Administrator, the term "Employer" shall also include an organization paying a salary to a minister of the Church who is performing services in the exercise of ministry, but only with respect to the participation in this Plan by such minister. The term "Employer" shall also include a self-employed minister of the Church who has adopted this Plan by execution of an Adoption Agreement. The term "Employer" shall also include church-related organizations that are permissively aggregated and treated as a single employer by the Church or its designee, pursuant to the provisions of section 415(c)(2)(C) of the Internal Revenue Code of 1986, as amended.

1.14 Employer Contributions. The term "Employer Contributions" shall mean those contributions paid by the Employer to the Plan pursuant to Section 3.03.

1.15 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.16 Foreign Missionary Contributions. The term "Foreign Missionary Contributions" shall mean those contributions made pursuant to Section 3.05 of this Plan by or on behalf of a Participant who is a foreign missionary.

1.17 Highly Compensated Employee. The term "Highly Compensated Employee" includes highly compensated active Employees and highly compensated former Employees.

A highly compensated active Employee includes any Employee who performs service for the Employer during the Plan Year and who, during the calendar year immediately preceding the Plan Year received compensation from the Employer in excess of $120,000 (as adjusted pursuant to Code section 415(d)) and was in the top-paid group of employees for such year.

For purposes of determining who is a Highly Compensated Employee, the term compensation shall mean compensation within the meaning of section 415(c)(3) of the Code.

A highly compensated former Employee includes any Employee who terminated employment (or was deemed to have terminated employment) prior to the Plan Year, performs no service for the Employer during the Plan Year, and was a highly compensated active Employee for either the service termination year or any Plan Year ending on or after the Employee's fifty-fifth (55th) birthday.

The determination of who is a Highly Compensated Employee, including the determination of the number and identity of employees in the top-paid group, will be made in accordance with Code section 414(q) and the regulations thereunder.

1.18 Investment Fund. The term "Investment Fund" shall mean any investment fund selected by the Trustees as an investment option for the Plan. The Trustees shall have the discretion to select and eliminate any Investment Fund as they shall deem appropriate.

1.19 Matching Contributions. The term "Matching Contributions" shall mean those contributions paid by the Employer to the Plan pursuant to Section 3.04.

1.20 Mortality Gains or Losses. The term "Mortality Gains or Losses" shall mean the amount to be subtracted from or added to an Account on the last Valuation Date of a calendar year to maintain the required retirement benefit payment under the annuity option chosen. The Mortality Gains or Losses will be determined on the last Valuation Date of a calendar year by the Plan's actuary on the basis of the payment being received under this Plan and on the basis of actuarial assumptions adopted by the Trustees.

1.21 Non-Highly Compensated Employee. The term "Non-Highly Compensated Employee" shall mean any Employee who is not a Highly Compensated Employee.

1.22 One-Year Break in Service. The term "One-Year Break in Service" shall mean the twelve-month period beginning on the date the Employee terminates employment with the Employer and ending on the anniversary date of such termination, unless the Employee resumes employment with the Employer prior to that date; provided, however, that a Participant who has been granted an approved leave of absence shall not be considered to have terminated employment during such leave of absence.

1.23 Participant.

(a) The term "Participant" shall mean an Employee who has satisfied the requirements for participation under Section 2.01 or who has made Elective Deferrals to the Plan pursuant to Section 2.02. A Participant shall continue to be a Participant until all Plan benefits payable on the Participant's behalf have been paid.

(b) A Participant shall also include a Former Participant who has made Rollover Contributions to the Plan pursuant to Section 3.06. For purposes of this subsection (b), a Former Participant shall mean an individual who has previously been a Participant in this Plan but who has received a distribution of the entire Account balance.

1.24 Plan. The term "Plan" shall mean the Mennonite Retirement 403(b) Plan as set forth herein and as from time to time amended. However, each Adopting Employer adopts this Plan as a separate plan, independent from the plan of any other Adopting Employer.

1.25 Plan Administrator. The term "Plan Administrator" means the Trustees of the Plan. The duties of the Plan Administrator shall be as from time to time set out in the Plan.

1.26 Plan Year. The term "Plan Year" shall mean the calendar year.

1.27 Rollover Contributions. The term "Rollover Contributions" shall mean the amount directly transferred to the Plan in an eligible rollover distribution made pursuant to Section 3.06 but shall not include any Roth Rollover Contributions.

1.28 Roth Contributions. The term "Roth Contributions" shall mean those elective deferrals paid by the Employer to the Plan pursuant to Section 3.02. All Roth Contributions shall be made pursuant to a Salary Reduction Agreement that meets the requirements of Section 3.01(b) and shall be treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not executed such Salary Reduction Agreement.

1.29 Roth Rollover Contributions. The term "Roth Rollover Contributions" shall mean the amount of Roth elective deferrals, within the meaning of Code section 402A, which are directly transferred to the Plan in an eligible rollover distribution made pursuant to Section 3.06.

1.30 Roth Transfer Contributions. The term "Roth Transfer Contributions" shall mean the amount of Roth elective deferrals, within the meaning of Code section 402A, which are contributed to the Plan pursuant to Section 3.07 by means of a transfer that meets the requirements of Treasury Regulation section 1.403(b)-10(b)(3).

1.31 Salary Reduction Agreement. The term "Salary Reduction Agreement" shall mean a written, legally binding agreement between an Employee and the Employer, made in accordance with the requirements of Section 3.01(b). The effective date of a Salary Reduction Agreement must be on or after the first day of employment for such Employee.

1.32 Salary Reduction Contributions. The term "Salary Reduction Contributions" shall mean those voluntary salary deferrals paid by the Employer to the Plan at the election of a Participant pursuant to Section 3.01(b). Any contribution made pursuant to a one-time, irrevocable election to reduce Compensation made by an Employee at the time of initial eligibility to participate in the Plan shall not be regarded as a Salary Reduction Contribution.

1.33 Severance from Employment. The term "Severance from Employment" shall mean that an Employee no longer has an employment relationship with the Employer or with any employer participating either in this Plan or in the Mennonite Retirement Plan. "Severance from Employment"

shall also be deemed to occur if any Employee terminates employment with an Employer participating in this Plan and is subsequently employed by another Employer participating in this Plan but at no time has been eligible for Employer Contributions from the subsequent Employer.

1.34 Sponsor. The term "Sponsor" shall mean the Mennonite Church acting through Mennonite Church USA Executive Board.

1.35 Transfer Contributions. The term "Transfer Contributions" shall mean those amounts contributed to the Plan pursuant to Section 3.07 by means of a transfer that meets the requirements of Treasury Regulation section 1.403(b)-10(b)(3), but shall not include any Roth Transfer Contributions.

1.36 Trust. The Trust established to hold and invest contributions made under the Plan, and from which benefits will be distributed.

1.37 Trustees. The persons appointed pursuant to Section 11.01 to administer the Trust Fund.

1.38 Trust Fund. All assets of whatever kind and nature from time to time held by the Trustees pursuant to the Trust.

1.39 Valuation Date. The term "Valuation Date" shall mean the last business day of each month or such other date as may be selected by the Trustees in their discretion.

1.40 Year of Service.

(a) For purposes of the vesting provisions in Article IV, unless the Employer's Adoption Agreement provides otherwise, the term "Year of Service" shall mean the twelve-month period ending on the anniversary date of the Employee's first day of employment.

(b) If permitted under the Employer's Adoption Agreement, a Year of Service shall mean a Plan Year during which the Employee is employed by the Employer for at least twelve calendar months. Notwithstanding the foregoing, in the case of a newly hired Employee, such Employee shall be credited with one Year of Service for vesting purposes on the anniversary date of the first day of employment; and such Employee shall receive additional Years of Service for each Plan Year during which the Employee is employed by the Employer for at least twelve calendar months, beginning with the Plan Year in which occurs the Employee's one year anniversary date of such Employee's first day of employment.

Use of Terms. Words in the singular shall be read and construed as though used in the plural in all cases where they would so apply.

ARTICLE II

ELIGIBILITY AND PARTICIPATION

2.01 Participation.

(a) On and after the Effective Date, any Employee who meets the eligibility requirements in the Employer's Adoption Agreement shall become a Participant in the Plan on the next Plan entry date. Unless otherwise provided in the Employer's Adoption Agreement, the Plan entry date is the day the Employee meets the eligibility requirements.

(b) A Former Participant who makes Rollover Contributions to the Plan pursuant to the provisions in Section 3.06 shall become a Participant in the Plan effective with the receipt of such contributions; provided, however, that no Elective Deferrals, Employer Contributions, Matching Contributions or Foreign Missionary Contributions shall be made on behalf of any such individual who does not meet the requirements of Section 2.01(a).

2.02 Salary Reduction Contributions by Ineligible Employees. If permitted under the Adoption Agreement, an Employee who is not eligible to participate under Section 2.01 of this Plan shall be eligible to make Salary Reduction Contributions to the Plan pursuant to the provisions of Section 3.01 or Roth Contributions pursuant to Section 3.02; provided, however, that the amount of either Salary Reduction Contributions or Roth Contributions for such individual in any Plan Year must be at least $200. An individual who makes Salary Reduction Contributions or Roth Contributions pursuant to this Section 2.02 shall become a Participant in the Plan effective with the receipt of such contributions; provided, however, that no Employer Contributions or Matching Contributions shall be made on behalf of any such individual unless the Employee meets the participation requirements in Section 2.01 of the Plan.

2.03 Irrevocable Election Not to Participate. An Employee shall have the right to elect not to participate in the Plan; provided, however, that such election shall not affect an Employee's ability to make Elective Deferrals under either Section 3.01 or Section 3.02. An election made pursuant to this Section 2.03 shall be irrevocable.

ARTICLE III

CONTRIBUTIONS

3.01 Salary Reduction Contributions.

(a) Subject to the limitations in Article VI, an Employee may elect to defer a specified dollar amount or a percentage of Compensation which would have been received in the Plan Year except for the deferral election. An Employee who is age 50 or older may also elect to contribute any additional elective catch-up contributions in accordance with the requirements of Code section 414(v). Salary Reduction Contributions shall be made by the last day of the month following the month in which the deferral was made, or at such other time as the Plan Administrator may require, but in no event later than is reasonable for the proper administration of the Plan. Salary Reduction Contributions shall be credited to the Participant's Salary Reduction Contributions Account; provided, however, that Salary Reduction Contributions made by a Participant who is a foreign missionary shall be credited to such Participant's Foreign Missionary Account. All Salary Reduction Contributions, including those Salary Reduction Contributions credited to a Participant's Foreign Missionary Account, shall be fully vested at all times and shall not be subject to forfeiture for any reason.

(b) A Salary Reduction Contributions election shall be made pursuant to a Salary Reduction Agreement which satisfies the requirements of Code section 403(b). A Salary Reduction Agreement shall apply only with respect to Compensation for services rendered to the Employer by the Participant which is not currently available prior to the effective date of the Salary Reduction Agreement. Subject to the limitations in the preceding sentence, a Participant may enter into more than one Salary Reduction Agreement each year. A Salary Reduction Agreement may be terminated at any time with respect to future Compensation not currently available.

(c) Automatic Contribution Arrangement (ACA). Notwithstanding the provisions of Section 3.01, if the Employer has elected the ACA option in the Adoption Agreement, the provisions of this Section 3.01(c) shall apply and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section 3.01(c), the provisions of this Section shall apply. An Employer will automatically deduct a specified percentage of Compensation for each of its "non-contributing Employees" and automatically credit such amount to a Salary Reduction Contributions Account established for each such Employee. All such contributions must comply with any requirements that may be established by the Internal Revenue Service with respect thereto, and are also subject to the following requirements:

(1) An Employer who makes an election under this Section 3.01(c) must specify in its Adoption Agreement whether the automatic deduction applies to all non-contributing Employees, or to only those non-contributing Employees who are newly hired on or after a designated date. For purposes of this paragraph, a "non-

contributing Employee" is an Employee who is eligible to participate in the Plan pursuant to Section 2.01 but who is not making any Elective Deferrals to the Plan.

(2) This Section 3.01(c) shall not apply to the extent an Employee files an election for a different percentage reduction or elects to have no Elective Deferrals made to the Plan.

(3) The Employer must provide notice to all Employees subject to this Section 3.01(c), in accordance with applicable statutory and regulatory requirements. Such notice must describe the Employee's rights and obligations under this Section 3.01(c), and how the contributions under this Section will be invested absent any investment election by the Employee.

(d) Eligible Automatic Contribution Arrangement.

(1) Employer Election of EACA Option. If the Employer has elected the EACA option in the Adoption Agreement, the provisions of this Section 3.01(d) shall apply for the Plan Year and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section 3.01(d), the provisions of this Section shall govern.

(2) Default Salary Reduction Contributions. Default Salary Reduction Contributions will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals. The amount of Default Salary Reduction Contribution made for a Covered Employee each pay period is equal to the Default Percentage specified in the Adoption Agreement multiplied by the Covered Employee's Compensation for that pay period. If the adopting Employer has so elected in the Adoption Agreement, a Covered Employee's Default Percentage will increase by one percentage point each Plan Year, beginning with the second Plan Year that begins after the Default Percentage first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year or, if elected in the Adoption Agreement, the first pay period in such Plan Year that begins on or after the date specified in the Adoption Agreement.

(3) Right to Make Affirmative Election. A Covered Employee will have a reasonable opportunity after receipt of the notice described in Subsection 3.01(d)(6) to make an affirmative election regarding Salary Reduction Contributions (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Salary Reduction Contributions are made on the Covered Employee's behalf. Default Salary Reduction Contributions being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election to not have Salary Reduction Contributions made or to have a different amount of Salary Reduction or Roth Contributions made.

(4) Definitions.

(i) EACA. AN "EACA" is an Automatic Contribution Arrangement that satisfies the uniformity requirement in Subsection 3.01(d)(5) and the notice requirement in Subsection 3.01(d)(6).

(ii) Automatic Contribution Arrangement. An "Automatic Contribution Arrangement" is an arrangement under which, in the absence of an affirmative election by a Covered Employee, a certain percentage of the Covered Employee's Compensation will be contributed to the Plan as a Salary Reduction Contribution in lieu of being included in the Covered Employee's pay.

(iii) Covered Employee. A "Covered Employee" is a Participant identified in the Adoption Agreement as being covered under the EACA.

(iv) Default Salary Reduction Contribution. "Default Salary Reduction Contributions" are the Salary Reduction Contributions contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals

(v) Default Percentage. The "Default Percentage" is the percentage of a Covered Employee's Compensation contributed to the Plan as a Default Salary Reduction Contribution for the Plan Year. The Default Percentage is specified in the Adoption Agreement.

(5) Uniformity Requirement.

(i) Non-increasing Default Percentage. Except as provided in paragraph (ii) below, or if the Employer has elected an increasing Default Percentage in the Adoption Agreement, the same percentage of Compensation will be withheld as Default Salary Reduction Contributions from all Covered Employees subject to the Default Percentage.

(ii) Required Reduction or Cessation of Default Salary Reduction Contributions. Default Salary Reduction Contributions will be reduced or stopped to meet the limitations under Code sections 401(a)(17), 402(g), and 415 and to satisfy any suspension period required after a distribution.

(6) Notice Requirement.

(i) Timing of Notice. At least thirty (30) days but not more than ninety (90) days before the beginning of the Plan Year, the Employer will provide each Covered Employee with a notice of the Covered Employee's rights and obligations under the EACA as described in paragraph (ii) below,

written in a manner calculated to be understood by the average Covered Employee. If an Employee becomes a Covered Employee after the ninetieth (90th) day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee.

(ii) Content of Notice. The notice must accurately describe:

(A) The amount of Default Salary Reduction Contributions that will be made on the Covered Employee's behalf in the absence of an affirmative election;

(B) The Covered Employee's right to elect to have no Salary Reduction Contributions made or to have a different amount of Salary Reduction or Roth Contributions made;

(C) How the Default Salary Reduction Contributions will be invested in the absence of the Covered Employee's investment instructions; and

(D) The Covered Employee's right under Subsection 3.01(d)(7) below to make a withdrawal of Default Salary Reduction Contributions and the procedures for making such a withdrawal.

(7) Withdrawal of Default Salary Reduction Contributions.

(i) 90-Day Withdrawal Period. No later than ninety (90) days after a Covered Employee's pay is first reduced by Default Salary Reduction Contributions, the Covered Employee may request a distribution of Default Salary Reduction Contributions. No spousal consent is required for a withdrawal under this Subsection 3.01(d)(7).

(ii) Amount of Withdrawal. The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Salary Reduction Contributions made through the earlier of (A) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (B) the first pay date that occurs after thirty (30) days after the Covered Employee's request, plus attributable earnings and losses through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

(iii) Effect of Withdrawal on Salary Reduction Contributions. Unless the Covered Employee affirmatively elects otherwise, any withdrawal

request will be treated as an affirmative election to stop having Salary Reduction Contributions made on the Covered Employee's behalf as of the date specified in paragraph (ii) above.

(iv) Treatment of Withdrawn Amounts. Default Salary Reduction Contributions distributed pursuant to this Section (7) are not counted towards the dollar limitation on Salary Reduction Contributions contained in Code section 402(g). Matching Contributions that might otherwise be allocated to a Covered Employee's Account on behalf of Default Salary Reduction Contributions will not be allocated to the extent the Covered Employee withdraws such Salary Reduction Contributions pursuant to this Subsection 3.01(d)(7) and any optional Matching Contributions already made on account of Default Salary Reduction Contributions that are later withdrawn pursuant to this Subsection 3.01(d)(7) will be forfeited.

(8) Special Rule for Distribution of Excess Aggregate Contributions. If the adopting Employer has elected in the Adoption Agreement that all Participants are Covered Employees, then the Plan has until six (6) months (rather than 2½ months) after the end of the Plan Year to distribute Excess Aggregate Contributions and avoid the Code section 4979 ten percent (10%) excise tax.

3.02 Roth Contributions. If permitted under the Employer's Adoption Agreement, a Participant, including a Participant who is a foreign missionary, shall be permitted to defer a specified dollar amount or percentage of the Participant's Compensation as a Roth Contribution. Such elective deferrals must be designated irrevocably as Roth Contributions in a Salary Reduction Agreement that meets the requirements of Section 3.01(b). All such Roth Contributions shall be subject to the limitations in Article VI. Roth Contributions shall be made by the last day of the month following the month in which the deferral was made, or at such other time as the Plan Administrator may require, but in no event later than is reasonable for the proper administration of the Plan. All such deferrals shall be credited to the Participant's Roth Contributions Account and no contributions other than Roth elective deferrals and properly attributable earnings shall be credited to a Participant's Roth Account at any time. A Participant's Roth Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason. Roth Contributions shall be subject to the requirements of Code section 402A and shall further be subject to any regulatory guidance issued by the Internal Revenue Service with respect to Code section 402A.

3.03 Employer Contributions. Each Employer shall make Employer Contributions on behalf of any Employee who is eligible to receive such Employer Contributions under the terms of the Employer's Adoption Agreement. Such Employer Contributions shall be in such amount or such percentage of compensation as shall be provided in the Employer's Adoption Agreement. In its discretion, an Employer may elect to make Employer Contributions for a Participant who has terminated employment; provided, however, that no Employer Contributions may be made following the end of the fifth Plan Year which follows a Participant's termination from employment. The Employer shall forward Employer Contributions to the Plan within thirty (30) days following the end of each calendar quarter, or at such other time as the Plan Administrator may require and which is consistent with the requirements of the Code pertaining to such contributions. All Employer

Contributions shall be credited to the Participant's Employer Contributions Account and shall vest in accordance with the terms of the Employer's Adoption Agreement.

3.04 Matching Contributions. Each Employer shall make Matching Contributions on behalf of any Participant who is eligible to receive such Matching Contributions under the terms of the Employer's Adoption Agreement. The amount of any such Matching Contributions shall be established pursuant to the Employer's Adoption Agreement. The Employer shall forward any such Matching Contributions to the Plan within thirty (30) days following the end of each calendar quarter, or at such other time as the Plan Administrator may require and which is consistent with the requirements of the Code pertaining to such contributions. All Matching Contributions shall be credited to the Participant's Matching Contributions Account and shall vest in accordance with the terms of the Employer's Adoption Agreement.

3.05 Foreign Missionary Contributions. An Employer shall make Foreign Missionary Contributions on behalf of any Participant who is a foreign missionary and who is eligible to receive such Foreign Missionary Contributions under the terms of the Employer's Adoption Agreement. Such Foreign Missionary Contributions shall be credited to the Participant's Foreign Missionary Account and shall be treated in accordance with the provisions of Code section 72(f). The Employer shall forward any such Foreign Missionary Contributions to the Plan at such time as the Plan Administrator may require and which is consistent with the requirements of the Code pertaining to such contributions. For purposes of this Section 3.05, a foreign missionary shall mean an individual described in Code section 415(c)(7)(B), who is performing services outside the United States.

3.06 Rollover Contributions.

(a) A Participant or Former Participant may, in accordance with procedures established by the Plan Administrator and subject to any limitations imposed under the Code, roll over all or part of any distribution from an eligible retirement plan, provided the distribution is paid over to the Plan as a direct rollover or within sixty (60) days following receipt of the distribution by the Participant or Former Participant, or such later date as may be permitted under the Code.

(b) Notwithstanding the provisions of Section 3.06(a), any amounts that constitute Roth elective deferrals, within the meaning of Code section 402A, shall be accepted by the Plan Administrator as a Rollover Contribution only if such amounts are paid over to the Plan as a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c)

(c) To effect a Rollover Contribution or Roth Rollover Contribution, the Participant or Former Participant shall complete such forms as the Plan Administrator deems necessary to ensure that all applicable conditions of the Code are satisfied. All contributions made pursuant to Section 3.06(a) shall be credited to the Participant's Rollover Contributions Account. All contributions made pursuant to Section 3.06(b) shall be made to the Participant's Roth Rollover Contributions Account. The balance in a Participant's Rollover Contributions Account and Roth Rollover Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

(d) Definitions. For purposes of this Section 3.06, the term "eligible retirement plan" includes:

(1) A Code section 403(b)(1) annuity contract, a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account;

(2) An individual retirement account or annuity described in Code section 408(a) or 408(b);

(3) A qualified trust described in Code section 401(a);

(4) An annuity plan described in Code section 403(a); and

(5) An eligible deferred compensation plan described in Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

3.07 Transfer Contributions. Subject to the approval of the Plan Administrator, amounts may be transferred to the Plan on behalf of a Participant (with respect to amounts attributable to the Participant) directly from a Code section 403(b)(1) annuity contract, a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account.

To effect a Transfer Contribution or Roth Transfer Contribution, the Participant shall complete such forms as the Plan Administrator deems necessary to ensure that the applicable conditions of the Code or any other regulatory requirements are satisfied. Any such transfer must be made in accordance with rules and procedures established by the Plan Administrator. The Plan Administrator may require such documentation from the transferring plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulation section 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies Code section 403(b).

All contributions made pursuant to this Section 3.07, shall be credited as follows:

(a) Automatic Transfers. Automatic transfers made pursuant to Section 8.10(a) will be allocated to the same contributions accounts from which they were transferred.

(b) Discretionary Transfers. Except as provided in Section 3.07(a), all amounts transferred pursuant to Section 3.07, other than those amounts that constitute Roth elective deferrals, within the meaning of Code section 402A, shall be credited to the Participant's Transfer Contributions Account. Any amounts transferred pursuant to this Section 3.07(b) that constitute Roth elective deferrals, within the meaning of Code section 402A, shall be credited to the Participant's Roth Transfer Contributions Account. The balance in a Participant's Transfer Contributions Account and Roth Transfer Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

3.08 Correction of Errors. If, in any Plan Year, a contribution is made to the Plan through mistake of fact, then within one year of the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution shall be returned to the appropriate Employer. The Plan Administrator shall have the

right to reduce the amount of any contribution returned pursuant to this Section 3.08 to reflect any investment losses attributable to such contribution.

ARTICLE IV

VESTING

4.01 Vesting. All Elective Deferrals, Transfer Contributions, Rollover Contributions, Roth Transfer Contributions and Roth Rollover Contributions shall be fully vested at all times. Employer Contributions, Matching Contributions and Foreign Missionary Contributions made directly by the Participant's Employer shall become vested in accordance with the vesting provisions in the Employer's Adoption Agreement; provided, however, that all such contributions shall be fully vested if the Participant dies, becomes Disabled, or retires on or after attaining age sixty-five (65).

If the Employer elects to apply a vesting schedule, then at all times all contributions to the Plan that are subject to the vesting schedule shall be deemed to be subject to Code section 403(c) and not Code section 403(b) until such time as the contributions are vested.

4.02 Forfeitures.

(a) The interest of a Participant in the Employer Contributions Account, Foreign Missionary Account and Matching Contributions Account which is not vested shall be forfeited after the Participant terminates employment with the Employer.

(b) Any amounts that are forfeited pursuant to subsection 4.02(a) shall be held in a suspense account for one year; thereafter, such amounts shall first be used to reduce the Employer Contributions and then used to reduce the Matching Contributions of the Employer which had contributed to the Plan on behalf of such Participant.

(c) If an Employee returns to employment with an Employer prior to incurring a One-Year Break in Service, all amounts forfeited pursuant to subsection 4.02(b) shall be restored to such Employee's Account and allocated to the sub-account to which they were credited on the date of the forfeiture.

(d) If an Employee incurs a One-Year Break in Service and is subsequently reemployed by the Employer, the Employee shall be considered a newly-hired Employee for purposes of the Plan, and all service prior to the Employee's reemployment will be disregarded for purposes of vesting under this Article IV.

ARTICLE V

INVESTMENTS

5.01 Investment Options. The Trustees shall, in their sole discretion, select Investment Funds in which the Plan will purchase unit shares pursuant to Participant investment instructions provided in accordance with the provisions in this Article V. All Investment Funds will be administered and managed by the Trustees. The Trustees, at their discretion, may from time to time change the Investment Funds, delete Investment Funds or offer additional Investment Funds.

5.02 Investment of Future Contributions.

(a) Amount of Investment Election. A Participant may direct the Trustees, by submission of proper written or voice instructions, in such form as the Trustees, in its discretion, may require from time to time, to invest the Participant's future contributions in one or more of the Plan's Investment Funds. If a Participant fails to designate an Investment Fund or Funds as authorized above, the Trustees shall invest such Participant's contributions in the Plan's default Investment Fund, as selected by the Trustees in their sole discretion. If a Participant elects to invest contributions in more than one Investment Fund, the Participant must designate the percentage to be invested in each in whole multiples of one percent (1%), with a minimum of five percent (5%) of the Participant's total monthly contributions to be invested in any one Investment Fund.

(b) Effective Date of Investment Election. An investment election hereunder (or a change of such election) with respect to future contributions shall be effective as soon as administratively feasible following the date on which the Participant delivers proper written or voice instructions which the Trustees, in their discretion, may require.

(c) Change of Investment Election. A Participant may change the Investment Fund or Funds to which future contributions are to be credited at any time. The investment election of a Participant shall continue in effect, notwithstanding any change in the Participant's Compensation, contribution percentage or status as an active Participant, until the first Valuation Date immediately following the date a change of investment election is made.

5.03 Investment of Past Contributions.

(a) Amount of Conversion Election. A Participant may direct the Trustees, by providing the Trustees with the proper written or voice instructions required by the Trustees, in their discretion, to convert the investment of any portion of the Account into one or more of the Plan's Investment Funds. If a Participant elects to invest the Account in more than one Investment Fund, the Participant must designate in written or voice instructions the percentage to be invested in each in whole multiples of one percent (1%), provided that a minimum of five percent (5%) of the Participant's Account is converted to the selected Investment Fund or Funds after the conversion election.

(b) Effective Date of Conversion Election. A Participant may make a conversion election at any time. A conversion election shall be effective as soon as administratively feasible following the date on which a Participant delivers the proper written or voice instructions which the Trustees, in their discretion, may require. Notwithstanding the foregoing, the Trustees may, in their discretion, limit the number and frequency with which a Participant makes conversion elections.

5.04 Processing Investment Choices Subject to Rules, Regulations and Procedures. The processing of investment choices shall be subject to any rules, regulations or procedures which the Trustees, in their sole discretion, consider necessary or convenient for the efficient administration of the Plan. The Trustees may authorize alternative methods for making changes in investment elections, including electronic or telephonic communications. The availability of any such alternative investment election method (including all applicable rules, procedures, and limitations applicable thereto) shall be communicated to Participants.

ARTICLE VI

LIMITATIONS ON CONTRIBUTIONS

6.01 Maximum Contribution Limit.

(a) Except as provided in subsection 6.01(b) below, the contributions for any Plan Year on behalf of a Participant (not including any additional elective contributions described under Code section 414(v)) shall not exceed the Participant's Defined Contribution Limit. A Participant's Defined Contribution Limit for any Plan Year shall be an amount equal to the lesser of:

(1) 100% of the Participant's "includible compensation" as defined under Code section 403(b), or

(2) $40,000, or such greater amount as is permitted under Code section 415(c), as adjusted under Code section 415(d)(1)(B).

(b) The Participant's Defined Contribution Limit for any Plan Year shall not be treated as exceeding the limitation of subsection 6.01(a) if contributions on behalf of the Participant meet the requirements of Code section 415(c)(7)(A) and are not in excess of $10,000. The total amount of contributions with respect to any Participant which may be taken into account for purposes of this subsection (b) for all years may not exceed $40,000.

(c) In the case of Participant described in Code section 415(c)(7)(B), who is performing services outside the United States, the Defined Contribution Limit for any Plan Year shall not be treated as exceeding the limitation of subsection 6.01(a) if the contributions with respect to such Participant are not in excess of the greater of $3,000 or the Participant's includible compensation, as defined under Code section 403(b)(3).

6.02 Elective Deferral Limit.

(a) Basic Limit. A Participant's contributions under a Salary Reduction Agreement (not including any additional elective contributions described under Code section 414(v)) shall not exceed the applicable dollar limit under Code section 402(g)(1). This limitation shall be adjusted for cost-of-living in accordance with Code section 402(g)(4). To the extent that the contribution limitation under Code section 402(g) is violated, such violation will affect only the individual Participant with respect to whom the excess contribution is made and shall not affect any other Participant.

(b) Years of Service catch-up limit. Prior to January 1, 2019, a Participant's elective deferral limit under Section 6.02(a) for any taxable year could be increased to the extent permitted by Code section 402(g)(7) to permit an Employee with 15 or more completed Years of Service to make a special Code section 403(b) catch-up contribution equal to the least of:

(1) $3,000;

(2) The excess of (a) $15,000 over (b) the total special Code section 403(b) catch-up elective deferrals described in this Section 6.02(b) made for the Employee by any Employer for prior years; or

(3) The excess of (a) $5,000 multiplied by the number of Years of Service, over (b) the total elective deferrals made for the Employee by any Employer for prior years.

Elective deferrals made by Participants on or after January 1, 2019 shall no longer be eligible for this 15 Years of Service elective deferral limit.

(c) Age 50 catch-up limit. A Participant who is eligible to make Elective Deferrals under this Plan and who has attained age 50 before the close of the Employee's taxable year shall be eligible to make an additional catch-up contribution in accordance with and subject to the limitations of Code section 414(v). The sum of any elective contributions described under Code section 414(v) for a Plan Year may not exceed the contribution limit under Code section 414(v); provided, however, Code section 414(v) elective contributions are not subject to the annual addition limit under Code section 415(c) or the elective deferral limit under Code section 402(g).

(d) Coordination. Amounts in excess of the limitation under Section 6.02(a) shall be treated first as an amount contributed as a years of service catch-up limit under Section 6.02(b) and then as an amount contributed as an age 50 catch-up limit under Section 6.02(c).

6.03 Protection of Persons Who Serve in Uniformed Service. An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) is eligible for the following contributions:

(a) An Employee described in this Section 6.03 may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period of qualified military service if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Code section 414(u), this right applies for five years following the resumption of employment (or, if a lesser period of time, for a period equal to three times the period of the interruption or leave).

(b) An Employee described in this Section 6.03 shall be eligible to receive Employer Contributions upon resumption of employment with the Employer equal to the amount of Employer Contributions to which such Employee would have been entitled during that period of qualified military service if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Employer Contributions, if any, actually made for the Employee during the period or interruption of leave. In addition, to the extent the Employer in its Adoption Agreement

elects to make Matching Contributions, if the Employee makes up the contributions as described in Section 6.03(a), the Employer will make up any such Matching Contributions.

6.04 Distribution of Excess Contributions.

(a) Notwithstanding any other provisions of the Plan, the Plan Administrator will advise Participants of any limitation on contributions due to the applicability of Sections 6.01 and 6.02.

(b) To the extent that either or both of the contribution limitations under Section 6.01 or 6.02 are violated, the violation will affect only the individual Participant with respect to whom the excess contribution is made and will not affect any other Participant.

(c) Contributions for a Participant in excess of the limitations in Section 6.01 shall be maintained at all times in a separate account subject to Code section 403(c) and, while such amounts remain unallocated, the Participating Employer shall not be permitted to make additional Employer Contributions and/or Matching Contributions to the Plan for the Participant(s). The unallocated amounts will be credited to each affected Participant's Account as an Employer Contribution and/or Matching Contribution in the succeeding Plan Year. For purposes of determining the amounts subject to this Section 6.04(c), unallocated amounts held in the Code section 403(c) account shall first be taken from any Employer Contributions, and then from any Employer Matching Contributions.

(d) Elective Deferrals in excess of the limitations in Section 6.02 are subject to the following requirements:

(1) For purposes of this Section 6.04, Excess Deferrals means the amount of Elective Deferrals for a calendar year that exceed the dollar limitation imposed under Code section 402(g), calculated by taking into account Elective Deferrals under this Plan and elective deferrals under other plans or arrangements described in Code section 401(k), 403(b) or 408(k).

(2) A Participant shall notify the Plan Administrator of the amount of any Excess Deferrals for the preceding calendar year by submitting a written claim to the Plan Administrator no later than March 1. The claim shall include the individual's written statement that, if such amounts are not distributed, such Excess Deferrals, when added to amount deferred under other plans or arrangements described in Code section 401(k), 403(b) or 408(k), exceed the limit imposed on the individual by Code section 402(g) for the year in which the deferral occurred.

(3) A Participant who has Excess Deferrals and who has not notified the Plan Administrator pursuant to subsection (2) shall be deemed to have notified the Plan Administrator of the Excess Deferrals and to have requested a distribution, to the extent the Participant has Excess Deferrals for the taxable year.

(4) Excess Deferrals distributed to a Participant with respect to a calendar year shall be adjusted to include any income or loss up to the date of distribution, in accordance with the particular method for such adjustment permitted under the Code, as selected by the Plan Administrator.

ARTICLE VII

NONDISCRIMINATION

7.01 Nondiscrimination Requirements. Notwithstanding any provisions of the Plan to the contrary, contributions made on behalf of a Participant by an Employer that is not a "church" within the meaning of Code section 3121(w)(3)(A) and is not a "qualified church-controlled organization" within the meaning of Code section 3121(w)(3)(B) must meet the applicable nondiscrimination rules imposed by Code section 403(b)(12)(A).

7.02 Salary Reduction Contributions. To the extent required by applicable law and at least once during each Plan Year, each Employer described in Section 7.01 must provide each Employee with notice of the Employee's effective opportunity to enter into a Salary Reduction Agreement with the Employer.

7.03 Contribution Percentage.

(a) For each Plan Year, in the case of Employers described in Section 7.01, the Average Contribution Percentage ("ACP") of Highly Compensated Employees must bear a relationship to the ACP for Non-Highly Compensated Employees which satisfies either of the following tests for nondiscrimination:

(1) The ACP for Participants who are Highly Compensated Employees is not more than the ACP for Participants who are Non-Highly Compensated Employees multiplied by 1.25; or

(2) The ACP for Participants who are Highly Compensated Employees is not more than the ACP for Participants who are Non-Highly Compensated Employees multiplied by 2, and the ACP for Participants who are Highly Compensated Employees does not exceed the ACP for Participants who are Non-Highly Compensated Employees by more than two (2) percentage points.

(b) If neither of the requirements of subsection (a)(1) or (a)(2) is satisfied, then the Excess Contributions with respect to Highly Compensated Employees shall be distributed, notwithstanding any other provisions of the Plan. Such Excess Contributions, including any income allocable thereto, shall be distributed beginning with the contributions made on behalf of Participants with the highest dollar amount of contributions, to the extent necessary to meet the requirements of subsections (a)(1) or (a)(2), whichever is met first. Any reduction in contributions shall be made from Matching Contributions.

(c) Income or losses allocable to Excess Contributions in the Matching Contributions Account made under the Plan shall be determined based on a method of adjustment as selected by the Trustees and as permitted under the Code.

(d) Distributions under this Section 7.03 shall be made no later than the last day of each Plan Year to the Participants on whose behalf such Excess Contributions were made for the preceding year.

(e) At any time during the Plan Year, the Employer may make an estimate of the amount of Matching Contributions that will be permitted under this Section 7.03 and may reduce the maximum permitted contributions for Highly Compensated Employees under Section 3.03 to the extent the Employer determines in its sole discretion is necessary to satisfy at least one of the requirements of subsection (a).

7.04 Definitions. For purposes of this Article VII, the following definitions shall apply:

(a) Average Contribution Percentage means the average of the Contribution Percentages of the Eligible Participants in a group (calculated separately for each Participant in the group).

(b) Contribution Percentage means the ratio (expressed as a percentage) of the Participant's Contribution Percentage Amounts to the Participant's Compensation for the Plan Year (whether or not the Employee was a Participant for the entire Plan Year).

(c) Contribution Percentage Amount means the Matching Contributions made under the Plan on behalf of the Participant for the Plan Year.

(d) Eligible Participant means any Participant who is eligible under Section 2.01 to receive an allocation of Matching Contributions for a Plan Year.

(e) Excess Contributions shall mean the amount by which any Matching Contributions must be reduced under Section 7.03(b) for any individual.

ARTICLE VIII

PAYMENTS OF BENEFITS TO PARTICIPANTS

8.01 Retirement Benefits. Subject to the limitations in Section 8.09, a Participant shall be entitled to receive retirement benefits as of the first month following Severance from Employment on or after the attainment of Early Retirement Age. A Participant who becomes unable to perform the employment duties or job assignments required by the Participant's Employer due to a Disability shall also be eligible for a retirement benefit under this Section 8.01. Subject to the minimum distribution requirements of Section 9.06, a Participant may elect at any time to defer the commencement of retirement benefits.

A Participant who has become entitled to retirement benefits under this Section 8.01 shall be eligible to elect any of the forms of benefits described in Section 9.01; provided, however, that a Participant who continues to be employed by an Employer and whose vested Account exceeds $5,000 shall not be entitled to elect the single sum form of benefit described in Section 9.01(a) unless and until the Participant has terminated employment. The Participant shall file a written election on a form provided by the Plan Administrator which shall designate the manner and time for payment of such retirement benefits. Retirement benefits shall be paid as soon as administratively feasible following the Plan Administrator's receipt of the written election filed pursuant to this Section 8.01.

8.02 Pre-Retirement Termination Benefits.

(a) A Participant who has a Severance from Employment prior to Early Retirement Age shall be entitled to receive retirement benefits as of the first month following attainment of Early Retirement Age. Benefits under this Section 8.02(a) shall be payable in any of the forms described in Section 9.01.

(b) A Participant who has not attained Early Retirement Age may elect to withdraw all or a portion of the Participant's vested Account following Severance from Employment, subject to any restrictions applicable to the distribution of any Employer Contributions or Matching Contributions set forth in the Employer's Adoption Agreement. The Participant must notify the Plan Administrator in writing of such election to withdraw all or a portion of the vested Account pursuant to this Section 8.02. Benefits under this Section 8.02(b) shall be payable only in a form described in Sections 9.01.

(c) A Participant who has become entitled to benefits under this Section 8.02 shall file a written election on a form provided by the Plan Administrator which shall designate the manner and time for payment of such benefits. Pre-retirement termination benefits shall be paid as soon as administratively feasible following the Plan Administrator's receipt of the written election filed pursuant to this Section 8.02.

8.03 Distributions During Working Retirement.

(a) A Participant who has attained age sixty-two (62) may elect to receive retirement benefits under this Section 8.03 for as long as such Participant remains an

Employee of the Employer. An election to receive distributions under this Section 8.03 must be filed in accordance with procedures established by the Plan Administrator.

(b) A Participant who elects to receive retirement benefits pursuant to this Section 8.03 shall file a written election on a form provided by the Plan Administrator. Such form shall designate the manner and time for payment of benefits as permitted under this Article VIII. Notwithstanding the foregoing, if the Employer is making Employer Contributions or Missionary Contributions to the Plan on behalf of the Participant at the time the Participant elects to receive retirement benefits under this Section 8.03, the Participant may not elect to take a lump sum distribution under subsection 9.01(a).

8.04 Death Benefits. If a Participant dies prior to the commencement of payment of benefits under Section 8.01 or 8.02, the Participant's Beneficiary shall be entitled to a benefit in accordance with this Section 8.04. Benefits under this Section 8.04 shall be payable only upon proper written request, proof of death and the authority of the party or representative requesting such payment being duly presented to the Plan Administrator.

(a) Spousal Beneficiary. If the Participant's Beneficiary is the Participant's surviving spouse, the spouse shall be entitled to a benefit equal to the Participant's Account balance, payable as if the spouse were receiving benefits as a retired Participant.

(b) No Spousal Beneficiary. If there is no surviving spouse, or if the Participant's Beneficiary is someone other than the surviving spouse, the Beneficiary shall be entitled to a benefit equal to the Participant's Account balance paid in installments, as described in Section 9.01(b), or a single lump sum, as described in Section 9.01(a).

(c) No Beneficiary. If the Participant fails to designate a Beneficiary, or if no Beneficiary survives the Participant, the benefits payable pursuant to this Section 8.04, if any, will be paid in accordance with the provisions of Section 15.05.

8.05 Withdrawal of Rollover Contributions. Notwithstanding any provision in this Plan to the contrary, a Participant may elect to withdraw all or a portion of the Participant's Rollover Contributions Account or Roth Rollover Contributions Account at any time.

8.06 Hardship Withdrawals.

(a) Immediate And Heavy Financial Need. A Participant who has not terminated service with the Employer and who is not yet entitled to receive benefits under this Plan may take a hardship withdrawal first of all or a portion of the Salary Reduction Contributions Account and Roth Contributions Account (excluding any interest credits or earnings on such accounts), and then, to the extent permitted under the terms of the Employer's Adoption Agreement, all or a portion of the vested Employer Contributions Account and vested Matching Contributions Account. A hardship withdrawal shall only be made in the event of an immediate and heavy financial need arising from:

(1) expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d) (determined without regard to whether the expenses exceed 7.5 percent of adjusted gross income) incurred by the Participant, or

the Participant's spouse, children or dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B));

(2) costs directly related to the purchase of a principal residence of the Participant (excluding mortgage payments);

(3) the amount of tuition and related education fees for the next 12 months of post-secondary education for the Participant, or the Participant's spouse, children or dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B));

(4) payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence;

(5) payments for burial of funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code section 152, without regard to Code section 152(d)(1)(B)); or

(6) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10 percent of adjusted gross income).

As soon as practicable after the Plan Administrator receives the Participant's certification that one of the events described above has occurred, the Plan Administrator will pay to the Participant the amount requested by the Participant that is necessary to meet the need created by the hardship.

(b) Distribution Of Amount Necessary To Meet Need. A distribution is deemed necessary to satisfy an immediate and heavy financial need of a Participant if the following requirements are met:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant (including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution);

(2) The Participant must have obtained all other distributions and nontaxable loans currently available under this Plan, if any, or any other plans maintained by the employer; and;

(3) The Participant may not make any Elective Deferrals under this Plan and elective contributions and employee contributions under any other plan maintained by the Employer (including all qualified and nonqualified deferred compensation plans maintained by the Employer, but not including health or welfare benefit plans or the mandatory employer contribution portion of any defined benefit plan) for the six (6) month period following receipt of the hardship distribution.

8.07 Designation of Housing Allowance. The Trustees may designate a certain portion, up to 100%, of a retired minister's benefit payments to be paid to said minister from the Plan as a housing allowance under Code section 107, such amount to be determined in the discretion of the Trustees who may take into account the requests of the conference or other organization where the retired minister served as well as the request of any such retired minister and any other factors the Trustees deem pertinent. Only amounts paid to a Participant who is a minister of the gospel and which is eligible to be treated as housing allowance under Code section 107 may be designated as housing allowance under this Section 8.07.

8.08 Direct Rollovers.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 8.08, a distributee may elect at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions. For purposes of this Section 8.08, the following terms shall have the following meanings:

(1) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution which is made upon hardship of the employee; and any distribution to the extent such distribution is required under Code section 401(a)(9) as made applicable by Code section 403(b)(10).

The maximum amount which may be transferred in an eligible rollover distribution shall not exceed the maximum amount as defined in Code section 402(c)(2). A portion of the distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. Notwithstanding the provisions of subsection 8.08(b)(2) below, after-tax employee contributions may only be transferred: (i) in a direct rollover to an annuity plan described in Code section 403(b), which agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or (ii) to an individual retirement account or annuity described in Code section 408(a) or 408(b), or (iii) in the case of a rollover of any portion of a Roth Contributions Account, to a Roth IRA described in Code section 408A.

(2) Eligible retirement plan: An eligible retirement plan is any of the following to the extent that it accepts the distributee's eligible rollover distribution: an individual retirement account described in Code section 408(a); an individual

retirement annuity described in Code section 408(b); an annuity contract described in Code section 403(b) (including a custodial account described in Code section 403(b)(7) and a retirement income account described in Code section 403(b)(9)); a qualified trust under Code section 401(a); an annuity plan described in Code section 403(a); an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; and any other plan or arrangement determined to be, under applicable law, an eligible retirement plan with respect to a distribution from a Code section 403(b) plan.

(3) Distributee: A distributee includes a Participant, the Participant's surviving spouse and the Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p).

(4) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(c) Nonspouse Election. A nonspouse Beneficiary may elect, at the time and in the manner the Plan Administrator prescribes, to have the death benefit distribution from the Plan paid directly to an individual retirement account that has been established on behalf of the nonspouse Beneficiary as an inherited IRA within the meaning of Code section 408(d)(3)(C), and that is specified by such Beneficiary in a direct rollover election.

(d) Notwithstanding any provision of this Section 8.08 to the contrary, a direct rollover of a distribution from a Participant's Roth Contributions Account, Roth Rollover Contributions Account and Roth Transfer Contributions Account shall only be made to another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth IRA described in Code section 408A, and only to the extent the rollover is permitted under the rules of Code section 402(c).

8.09 Limitation on Distribution of Elective Deferrals and Transfer Contributions. Notwithstanding any other provisions in the Plan to the contrary, a Participant shall not be entitled to a distribution of the following amounts unless such Participant has attained age 59½, had a severance from employment, died or become disabled (within the meaning of Code section 72(m)(7)), or in the case of hardship, as provided under Section 8.06;

(a) All amounts attributable to Elective Deferrals;

(b) Transfer Contributions or Roth Transfer Contributions previously held in a Code section 403(b)(7) custodial account; and

(c) Transfer Contributions or Roth Transfer Contributions attributable to elective deferrals and previously held in a Code section 403(b)(1) annuity contract or a Code section 403(b)(9) retirement income account.

8.10 Transfers.

(a) Automatic Transfers to Plan of Church Employer. A Participant who terminates employment with the current Employer and who is subsequently employed by another Employer that has adopted the Code section 403(b)(9) retirement income account program administered by the Trustees under this Plan shall have the Participant's entire vested Account automatically transferred to such retirement income account program upon commencing employment with that Employer.

(b) No Other Transfers Permitted. Except as specifically provided in Section 8.10(a), or as may be otherwise provided in the Employer's Adoption Agreement, the Plan does not permit transfers or exchanges of any portion of a Participant's Account to another plan described in Code section 403(b) or to any other retirement plan while such Participant is actively employed by the Employer.

8.11 In-Plan Roth Rollovers/Transfers.

(a) Definitions. The following definitions apply for purposes of this Section 8.11:

(1) In-Plan Roth Rollover. An In-Plan Roth Rollover means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Contributions Account, into an In-Plan Roth Rollover Account, in accordance with Code section 402(c)(4)(E). An In-Plan Roth Rollover may be made with respect to amounts that are distributable under the Code, whether or not such amounts are eligible for distribution under the terms of the Plan. In-Plan Roth Rollovers will be administered as provided by IRS guidance and the provisions of this Section 8.11.

(2) In-Plan Roth Transfer. An In-Plan Roth Transfer means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Contributions Account, into an In-Plan Roth Transfer Account, in accordance with Code section 402(c)(4)(E). An In-Plan Roth Transfer may be made only with respect to amounts that are not distributable under the terms of the Plan nor is there a distributable right under the Code. To the extent necessary, sub-accounts may be established based on the source of the In-Plan Roth Transfer. In-Plan Roth Transfers will be administered as provided by IRS guidance and the provisions of this Section 8.11.

(b) Right to elect In-Plan Roth Rollover/Transfer. If elected in the Adoption Agreement, a Participant may elect to make an In-Plan Roth Rollover or an In-Plan Roth Transfer from all or a portion of the Participant's Account.

(c) Participant includes certain alternate payees. For purposes of eligibility for an In-Plan Roth Rollover/Transfer, the Plan will treat a Participant's alternate payee spouse or former spouse who is not an Employee as a Participant.

(d) Withdrawal of In-Plan Roth Rollover/Transfer. A Participant may withdraw amounts from the Participant's In-Plan Roth Rollover/Transfer Account only when the Participant is eligible for a distribution from the source of the In-Plan Roth Rollover/Transfer. An In-Plan Roth Rollover/Transfer does not accelerate or eliminate any distribution rights or restrictions on amounts that Participant elects to treat as an In-Plan Roth Rollover/Transfer.

ARTICLE IX

FORMS OF BENEFIT PAYMENT

9.01 Retirement Benefits. Effective October 1, 2012, a Participant may elect in writing to receive a retirement benefit payable under one of the options described below:

(a) Single Sum. The Participant may elect a single sum payment of the total Account balance.

(b) Fixed Installment. The Participant will receive a dollar amount specified by the Participant until the Participant's interest has been completely paid out. The amount of the installment to be distributed each year must be at least equal to the amount required under Section 9.06 and the requirements of Code section 401(a)(9).

(c) Annuity Benefit. The Participant may elect to receive an annuity benefit through the purchase of an annuity contract from a licensed insurance company as selected by the Participant in the Participant's sole discretion.

(d) Other Benefit Forms. The Plan Administrator shall have discretion to permit payment of retirement benefits in any other form not specifically described in this Article IX, including in the form of an annuity benefit provided through the purchase of an annuity contract from a licensed insurance company as selected by the Trustees in their sole discretion. Any such form of payment must satisfy the requirements of Sections 9.05 and 9.06 related to required minimum distributions and any other requirements of Code section 401(a)(9) and applicable Treasury Regulations.

9.02 How Benefits Are Paid. The Participant or Beneficiary may choose to receive benefits in monthly, quarterly, semiannual or annual installments. Benefits will be paid based on the age of the Participant and spouse, if applicable, and the type of benefit chosen, and the payment mode chosen. In all cases, the Plan Administrator will pay benefits on the last day of the month that benefits are payable. Such benefits will cease to be paid after the last benefit payment preceding the date of death of the person then entitled to receive such benefits, or upon such other termination date provided for in this Article IX.

9.03 Payment of Small Benefits. Notwithstanding any other provision of this Plan, the Plan Administrator's payments to Participants or Beneficiaries must be in amounts of at least fifty dollars ($50). When the payment mode chosen by the Participant would yield a benefit payment of less than fifty dollars ($50), the Plan Administrator will have the right to change the mode to quarterly, semiannual or annual installments in order to increase benefit payments to no less than fifty dollars ($50) in amount.

9.04 Purchase of Annuity Contracts. .

(a) Effective on the date provided in Section 9.04(d), the Trustees shall be authorized to purchase a fixed annuity from a licensed insurance company, as selected by the Trustees in their sole discretion, for each retired Participant who is receiving an annuity

benefit from the Plan and to whom payments pursuant to such annuity benefit were first made prior to January 1, 2010. The annuity purchased by the Trustees shall provide the same level of annuity benefit that the Participant is currently receiving from the Plan and shall include a fixed annual increase in an amount to be determined by the Trustees in their sole discretion.

(b) Notwithstanding the provisions in Section 9.04(a), in the case of a retired Participant described in Section 9.04(a) who is receiving a fixed period annuity benefit, if the period remaining on such retired Participant's fixed period annuity benefit is less than twelve (12) months from the Effective Date, the amount remaining in such Participant's Account may be paid to the Participant in a lump sum payment as soon as administratively feasible.

(c) Notwithstanding the provisions in Section 9.04(a), a retired Participant who is receiving a fixed installment benefit may elect in writing to receive the amount remaining in the Account payable either under one of the benefit options described in Sections 9.01. If no such election is received prior to January 1, 2013, the amount remaining in the Participant's Account shall be paid in the form of benefit described in Section 9.01(b).

(d) For purposes of this Section 9.04, the term "Effective Date" shall mean October 1, 2012.

9.05 Required Beginning Date. The entire interest of each Participant will be distributed beginning no later than April 1 following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

9.06 Minimum Distribution Requirements. Notwithstanding any provision in this Plan to the contrary, all distributions under this Plan will be made in accordance with the applicable Treasury regulations under Code Section 401(a)(9).

(a) General Rule. A Participant's benefits will be distributed, beginning not later than the required beginning date described in Section 9.06 over the life of the Participant or over the lives of such Participant and the designated Beneficiary, or over a period not extending beyond the life expectancy of such Participant or the life expectancy of such Participant and the designated Beneficiary.

(b) Amount of Required Minimum Distribution. The minimum amount distributed each calendar year from a Participant's Account under this Plan shall be the amount determined in accordance with the Treasury regulations promulgated under Code section 401(a)(9). If a Participant's benefit is to be distributed in other than a lump sum and other than through the purchase of an annuity purchased from an insurance company or provided through a Code section 403(b)(9) retirement income account, then the amount to be distributed each year must, in accordance with section 401(a)(9) of the Code and the regulations thereunder, be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the applicable distribution period described in Treasury Regulation § 1.401(a)(9).

(c) Distributions On or After Required Beginning Date. If the distribution of a Participant's benefits has begun and the Participant dies after the required beginning date but

before the Participant's entire interest in the Plan has been distributed, the remaining portion of the Participant's benefits will be distributed at least as rapidly as under the method of distribution in effect at the date of the Participant's death.

(d) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's Surviving Spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died; provided, however, that the designated Beneficiary may elect instead to receive the entire interest by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 9.07 (except for subsection (d)(1)) shall be applied as if the surviving spouse were the Participant.

9.07 Trusts As Designated Beneficiaries. References in this Plan to the life expectancies or lives of designated Beneficiaries who are individuals shall include individuals who are beneficiaries of a trust which is designated as a Beneficiary, provided that the trust is an "eligible trust." A trust is an "eligible trust" if all of the following conditions are met:

(a) The trust is a valid trust under state law, or would be but for the fact that there is no corpus.

(b) The trust is irrevocable or, if revocable, will become irrevocable upon the death of the Participant.

(c) The beneficiaries of the trust who are beneficiaries with respect to the trust's interest in the Participant's benefit are identifiable from the trust instrument within the meaning of Q & A-5 of Treasury Regulations § 1.401(a)(9)-4.

(d) The Participant provides the Plan Administrator with a list of all the beneficiaries of the trust, along with a description of the portion of the trust to which they are entitled and any conditions related to their entitlement, and certifies that, to the best of the

Participant's knowledge, this list is correct and complete and that all the other requirements listed in subsections (a) through (c) have been met. In addition, the Participant must provide the Plan Administrator with a copy of the trust on request.

If a trust meets the foregoing requirements, the relevant life expectancy of the designated Beneficiary for purposes of calculating distributions shall be the life expectancy of the trust beneficiary who has the shortest life expectancy. A trust that does not meet the foregoing requirements will be treated as having no life expectancy, but still may be designated as a Participant's Beneficiary.

9.08 Temporary Waiver of Minimum Distribution Requirements. In accordance with the Worker, Retiree, and Employer Recovery Act of 2008, minimum distributions that are not part of a series of substantially equal periodic payment shall be suspended for the 2009 distribution calendar year subject to the Participant's election to receive a distribution or stop distributions that are part of a series of substantially equal periodic payments. If all or any portion of a minimum distribution for the 2009 distribution calendar year is treated as an eligible rollover distribution but would not be so treated if the minimum distribution requirements under Code section 401(a)(9) had applied during the 2009 distribution calendar year, the distribution will not be treated as an eligible rollover distribution for purpose of the direct rollover requirement, or for the notice and written explanation of the direct rollover requirement, or for the mandatory income tax withholding requirement for eligible rollover distributions. In addition, for purposes of determining the fifth anniversary of the Participant's death, the 2009 distribution calendar year shall be disregarded. Notwithstanding any other provision in this Plan to the contrary, future minimum distribution requirements will be administered in accordance with any applicable relief provided by the Internal Revenue Service.

ARTICLE X

VALUATION AND ALLOCATION OF EARNINGS

10.01 Valuation. As of each Valuation Date and at such other times as the Trustees deem appropriate, the Trustees will determine the value of the Trust Fund and the value of all Accounts. The value of each Account of each Participant or Beneficiary as of any Valuation Date will be equal to the value of the Account at the beginning of the month, using such interest rate and mortality tables as from time to time determined by the Trustees, plus or minus the contributions and withdrawals made to or from each Account, plus or minus the investment earnings or losses allocated to such Account, and further adjusted for administrative expenses allocated to such Account. "Value," for purposes of this Article X, will be based on the unit values of the Investment Funds chosen by the Trustees pursuant to Article V.

10.02 Allocations of Investment Earnings or Losses. The amount of investment earnings or losses to be allocated to each Account shall be the total investment earnings or losses, adjusted for administrative expenses, multiplied by a fraction, the numerator of which is the value of each Participant Account as of the previous Valuation Date and the denominator of which is the aggregate value of all Participant Accounts as of the previous Valuation Date.

10.03 Correction of Prior Incorrect Allocations. Notwithstanding any other provisions in this Plan, the Trustees are authorized to make, as of any Valuation Date, appropriate adjustments to Accounts to correct any incorrect allocation of contributions, investment earnings or losses. The Trustees may increase or decrease each Account to the value which would have existed on said Valuation Date had there been no prior incorrect allocation. The Trustees are also authorized to take such other actions as they deem necessary to correct prior incorrect allocations.

ARTICLE XI

TRUST FUND AND TRUSTEES

11.01 Appointment of Trustees. There will be a minimum of four (4) and a maximum of ten (10) Trustees appointed by the Mennonite Church USA Executive Board.

11.02 Compensation and Expenses. The Trustees will not receive compensation for their services as such. All usual and reasonable expenses of the Trustees will be paid by the Trust.

11.03 Authority of Trustees and Assets of the Trust Fund. All contributions under this Plan will be paid to the Trustees. The Trustees are authorized to hold, invest, reinvest or control and disburse assets of the Trust Fund as set forth in the Trust or this Plan.

11.04 Exclusive Benefit Rule. All property and funds of the Trust, including income from investments and from all other sources, will be retained for the exclusive benefit of Participants and their Beneficiaries or the payment of reasonable administrative expenses. For this purpose, assets will be treated as diverted if there is a loan or other extension of credit from assets in the account to an Employer. No person will have any interest in, or right to, the Trust Fund or any part thereof, except as specifically provided for in this Plan or the Trust, or both.

ARTICLE XII

PLAN ADMINISTRATION

12.01 Plan Administrator. The Trustees shall serve as the administrator of the Plan and shall administer the Plan in accordance with its terms; provided, however, that the Trustees shall not be responsible for administering the Plan of an Adopting Employer whose Adoption Agreement authorizes the use of multiple investment providers.

12.02 Powers and Duties of the Plan Administrator. The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish the Participant, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to appoint or employ individuals to assist in the recordkeeping and other administrative activities of the Plan along with any other agents it deems advisable, including actuaries, auditors and legal counsel;

(g) to make all determinations as to the right of any person to a benefit pursuant to Article VIII; and

(h) to establish rules for the administration of the Plan and the transaction of its business.

12.03 Rules and Decisions. The Plan Administrator may adopt such rules as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. To the extent permitted under Code section 403(b) and the applicable regulations, when making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, Beneficiary or Employer.

The Plan Administrator will interpret the Plan and will determine all questions arising in the administration, interpretation, and application of the Plan, and all such determinations by the Plan Administrator will be conclusive and binding on all persons.

12.04 Application and Forms for Pension. The Plan Administrator may require a Participant or Beneficiary to complete and file with the Plan Administrator an application for benefits under this Plan and all other forms approved by the Plan Administrator and to furnish all pertinent information requested by the Plan Administrator. The Plan Administrator may rely upon all such information so furnished it, including the Participant's or Beneficiary's current mailing address.

ARTICLE XIII

CLAIMS PROCEDURE

13.01 Filing of Claim. A Plan Participant or Beneficiary shall make a claim for Plan benefits by filing a written request with the Plan Administrator upon a form to be furnished to the Participant for such purpose.

13.02 Arbitration. In the event of an unresolved disagreement between the Plan Administrator and a Participant or Beneficiary concerning the Plan, the Plan Administrator will select one person as an arbitrator and the Participant or Beneficiary will select one person as an arbitrator. Together these two arbitrators will select one person as the third arbitrator. The opinion of the arbitrators will be given to the Plan Administrator for its guidance in making a final decision on the issue in question. In the event of a unanimous finding of the arbitrators in favor of the Participant or Beneficiary, the Plan Administrator will be bound by the finding and will render its decision accordingly.

ARTICLE XIV

AMENDMENT AND TERMINATION

14.01 Amendment. The Sponsor reserves the right to alter or amend the Plan; provided however, that the Plan Administrator shall have the discretion to amend the Plan to the extent that an amendment involves no change in policy and little or no change in cost or benefits. The Plan Administrator may delegate its authority to amend the Plan to a third party with whom it has contracted for Plan administration services, to the extent an amendment is required to comply with changes in statutory or regulatory requirements applicable to the Plan. Amendments approved by the Plan Administrator's delegate shall be reported to the Plan Administrator on a regular basis. Amendments approved by the Plan Administrator shall be reported to the Sponsor on a regular basis. No modification or amendment will make it possible for assets of the Plan to be used for, or diverted to, purposes other than the exclusive benefit of Participants and their Beneficiaries, nor shall any amendment reduce the accrued benefit of any Participant, or the Beneficiary of any deceased Participant. However, each Employer retains the right to change the provisions selected by it in the Adoption Agreement, and such a change will not be deemed an amendment to the Plan.

14.02 Termination. While it is expected that the Plan will be continued indefinitely, the Sponsor may terminate the Plan at any time. The Plan shall automatically terminate if the Sponsor is dissolved, declared bankrupt, or otherwise ceases to exist unless a successor entity agrees within sixty (60) days to maintain the Plan and assume all obligations under the Plan. In such event, such entity shall be treated as the Sponsor for all purposes of the Plan document.

14.03 Distribution upon Termination of Plan. In the event of termination of the Plan, the interest of each Participant and Beneficiary will become fully vested and amounts maintained in Accounts shall, unless the Trustees exercise the right reserved in the next succeeding sentence, remain to be used to pay benefits to or on behalf of the Participants in accordance with the applicable provisions of the Plan. To the extent permitted under the applicable Treasury Regulations, the Trustees specifically reserve the right, in the event of termination of this Plan, to require payment of all benefits under this Plan in the form of lump sum distributions, notwithstanding any elections of benefits that have been made and approved by the Plan Administrator (whether or not in pay status) under any other provision of this Plan.

14.04 Cessation of Participation.

(a) An Employer may withdraw from this Plan or cease all future contributions to this Plan, upon proper written direction to the Plan Administrator. The amounts maintained in Accounts of affected Participants shall remain to be used by the Plan Administrator to pay benefits to or on behalf of the affected Participants in accordance with applicable provisions of the Plan.

(b) In the event any Employer adopting this Plan no longer meets the criteria for participation in this Plan, the Employer shall immediately notify the Plan Administrator of such fact and shall promptly withdraw from the Plan, taking all reasonable steps requested by the Plan Administrator to preserve the status of the Plan as a Code section 403(b)(9) church

retirement income account program and a church plan as defined in Code section 414(e) and ERISA section 3(33).

(c) If an Employer withdraws from the Plan in accordance with the provisions of this Section 14.04, the Trustees, in their sole and absolute discretion, may transfer the Accounts of those Participants who are currently employed by that Employer directly to a Code section 403(b)(1) annuity contract, a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account. To effect such a transfer, the Participant or the Employer shall complete such forms as the Plan Administrator deems necessary to ensure that the applicable conditions of the Code are satisfied. The Trustees shall delay any such transfer if they determine, in their sole discretion, that such transfer would jeopardize the interests of any other Participant(s). Any such transfer must be made in accordance with the requirements of Treasury Regulations section 1.403(b)-10(b)(3) and any rules and procedures established by the Plan Administrator for such purpose.

14.05 Involuntary Termination of Employer's Participation.

(a) The Plan Administrator shall have the right to terminate an Employer's participation in the Plan at any time the Plan Administrator determines:

(1) the Employer is ineligible to participate in the Plan, or

(2) the Employer is not timely supplying the information required by the Plan Administrator to administer the Plan.

In the event the Plan Administrator determines to terminate an Employer's participation in the Plan, the Employer shall take all reasonable steps as requested by the Plan Administrator to effect such withdrawal.

(b) If an Employer terminates participation or is terminated as an Employer under the Plan, the Trust Funds attributable to that Employer and its Employees/Participants shall be applied or distributed in accordance with the provisions of the Plan which may be applicable at the time of the Employer's termination. In the event of such termination, the Trustees may reserve from funds distributable to the Employer and its Employees/Participants such reasonable amounts as the Trustees shall deem necessary to provide for any expenses properly chargeable against said funds. From and after the date of termination of participation by an Employer and until the final distribution to its Employees/Participants, the Trustees shall continue to have all such powers provided hereunder to carry out the orderly liquidation and distribution of the Fund attributable to the Employer and its Employees/Participants.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.01 Prohibition Against Diversion. Subject to the provisions in Code section 414(p) relating to qualified domestic relations orders, there shall be no diversion of any portion of the assets of the Plan other than for the exclusive benefit of Participants and their Beneficiaries. For this purpose, assets will be treated as diverted if there is a loan or other extension of credit from assets in the account to an Employer. No person will have any interest in, or right to, assets in the Plan, except as specifically provided for in this Plan or the Trust, or both.

15.02 Responsibilities of Parties. The Plan Administrator shall be responsible for the administration and management of the Plan, and the Trustees shall have responsibility for the management and control of the assets of the Plan.

15.03 Fees and Expenses. The expenses and fees of the Plan shall be payable from the assets of, or contributions to, the Trust Fund, or the earnings thereon, and in the case of expenses and fees related to a particular Investment Fund, in accordance with the provisions of the contracts or agreements related to a particular Investment Fund, or as may otherwise be agreed upon by the Trustees and the sponsor of a particular Investment Fund.

15.04 Notification of Mailing Address. Each Participant and other person entitled to benefits hereunder shall register from time to time with the Plan Administrator, in writing, such person's post office address and change of post office address. Any check representing any payment due hereunder, and any communication forwarded to a Participant or Beneficiary at the last known address as indicated by the records of the Plan Administrator shall constitute adequate payment to such person and be binding on such person for all purposes of the Plan. The Plan Administrator shall not be under any obligation to search for or ascertain the whereabouts of any such person.

15.05 Missing Participants. If any benefit payable to, or on behalf of, an individual is not claimed within seven (7) years from the date payment is due, and if the individual cannot be located at the individual's last provided mailing address, such individual will be presumed dead. The death benefits, if any, under this Plan will be paid to the Beneficiary if the Beneficiary is then living and can be located. If the Beneficiary is not then living or cannot be located, or if no Beneficiary was effectively named, the individual's Account will be paid in a lump sum or in periodic installments as determined by the Plan Administrator, to the person or persons in the first of the following classes of beneficiaries with one or more members of such class then surviving: the individual's (a) surviving spouse; (b) children; (c) parents; (d) brothers and sisters; or (e) executors and administrators. If there are two or more individuals in any of the above classes who are entitled to benefits, benefits shall be paid to such individuals in equal shares. If the Beneficiary survives the Participant but dies before receiving the full amount to which the deceased Beneficiary is entitled, the remaining benefits will be paid to the Beneficiary's estate.

15.06 Nonalienation of Benefits. Benefits payable under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary (except as may be

provided pursuant to a court order regarding alimony or other payments for the support of a spouse, former spouse, or other relative of a Participant, to the extent permitted under Code section 414(p)) prior to actually being received by the person entitled to the benefits under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The amounts from time to time contributed to the Plan hereunder shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.

15.07 Facility of Payment. Whenever, in the Plan Administrator's opinion, a person entitled to receive any payment of a benefit under the Plan is under a legal disability or is incapacitated in any way so as to be unable to manage such person's financial affairs, the Plan Administrator may, to the extent permitted by law, make payments directly to the person, to the person's legal representative, or to a relative or friend of the person, to be used exclusively for such person's benefit, or apply any such payment for the benefit of the person in such manner as the Plan Administrator deems advisable. Any benefit payment (or installment thereof) made in accordance with the provisions of this Section 15.07 shall completely discharge the obligation for making such payment under the Plan.

15.08 Governing Law. This Plan shall be administered, and its validity, construction, and all rights hereunder shall be governed by the laws of the state of Indiana. If any provision of the Plan shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

15.09 Headings Not Part of Agreement. Headings of sections and subsections of the Plan are inserted for convenience of reference. Such headings shall not constitute part of the Plan and shall not be considered in the construction thereof.

15.10 Limitations on Liability. Neither the Mennonite Church USA, its Executive Board, the Employer, or the Sponsor shall be liable to any person or entity for any of its acts carried out hereunder in good faith and based upon the information available at the time. Only the assets and properties of the Plan shall be liable for the debts, obligations, and liabilities under this Plan, and in no event shall the Mennonite Church USA, or any of its properties or assets, or the properties or assets of any other Employer, be liable for or subject to any debts or claims of any kind arising under the Plan.

15.11 Nonguarantee of Employment. Nothing contained in this Plan will be construed as a contract of employment between an Employer and any Participant, or as a right of any Participant to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any Participant with or without cause. If the employment of a Participant is terminated for any reason, and the Participant is subsequently re-employed by an Employer, the Participant will again become a Participant upon meeting the requirements for participation set forth herein.

15.12 Exclusions and Separability. Each provision hereof shall be independent of each other provision hereof, and if any provision of this Plan proves to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and no part of this Plan; but such invalidation of any such provision shall not otherwise impair or affect this Plan or any of the other provisions or terms thereof.

15.13 Military Service. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.

In the case of a Participant who dies while performing qualified military service (as defined in Code section 414(u)) on or after January 1, 2007, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

IN WITNESS WHEREOF, the Plan has been amended and restated this 1 day of Nov, 2018, effective January 1, 2018.

MENNONITE CHURCH USA EXECUTIVE BOARD

By: _____

Title: Executive Director

AMENDMENT TO THE MENNONITE RETIREMENT 403(b) PLAN

WHEREAS, the Mennonite Church USA, acting through the Mennonite Church USA Executive Board, sponsors a church 403(b)(9) defined contribution plan for qualified church-controlled organizations and nonqualified church-controlled organizations known as the Mennonite Retirement 403(b) Plan ("Plan"); and

WHEREAS, pursuant to Section 14.01 of the Plan, the Sponsor retains the authority to amend the Plan and delegates to the Plan Administrator the discretion to amend the Plan to the extent an amendment involves no change in policy and little or no change in cost or benefits; and

WHEREAS, the Plan Administrator desires to amend the Plan in response to recent IRS guidance on changes to hardship distribution requirements to: (1) clarify that hardship distributions will be available for casualty losses even if such losses do not occur within a federally-declared disaster area or are not in excess of the adjusted gross income limitation now applicable under section 165 of the Internal Revenue Code of 1986, as amended ("Code"); (2) add a new type of expense to the list of safe harbor distribution events relating to expenses or loss of income incurred as a result of certain federally-declared natural disasters; (3) remove the requirement that loans must be taken before requesting a hardship distribution; and (4) remove the current requirement that employee contributions be suspended for six months after receiving a hardship distribution, all effective as of January 1, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended effective as of January 1, 2019, by revising the following sections of the Plan to read as follows:

1. Section 8.06(a) of the Plan shall be amended by revising subsection (6) and adding a new subsection (7) as follows:

> (6) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to Code section 165(h)(5) and without regard to whether the loss exceeds 10 percent of adjusted gross income); or
>
> (7) expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency ("FEMA"), provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

2. Section 8.06(b) of the Plan shall be amended by revising subsections (2) and (3) to read as follows:

> (2) The Participant must have obtained all other distributions currently available under this Plan, if any, or any other plans maintained by the Employer; and;
>
> (3) The Participant may not make any Elective Deferrals under this Plan and elective contributions and employee contributions under any other plan maintained by the Employer (including all qualified and nonqualified deferred compensation plans

maintained by the Employer, but not including health or welfare benefit plans or the mandatory employer contribution portion of any defined benefit plan) for the six (6) month period following receipt of the hardship distribution; provided however that, effective as of January 1, 2019, such suspension of employee contributions shall no longer be required.

FURTHER RESOLVED, that the Plan Administrator is authorized and directed to execute these Plan amendments and incorporate them into an amended and restated version of the Plan, and to take any and all such further actions as may be necessary or advisable to effectuate the foregoing resolutions.

IN WITNESS WHEREOF, the Plan Administrator has adopted this amendment to the Plan as of the date provided above.

Trustees of the Mennonite Retirement 403(b) Plan
(Plan Administrator)

By: _____
Title: Chairperson

Dated: Sept 10, 2019

AMENDMENT TO THE
MENNONITE RETIREMENT 403(b) PLAN

THIS AMENDMENT is made and entered into by the Mennonite Church USA acting by and through the Mennonite Church USA Executive Board.

W I T N E S S E T H:

WHEREAS, the Mennonite Church USA, acting through the Mennonite Church USA Executive Board, sponsors and maintains a church 403(b)(9) defined contribution plan known as the Mennonite Retirement 403(b) Plan ("Plan"); and

WHEREAS, pursuant to Section 14.01 of the Plan, the Mennonite Church USA has reserved the right to amend the Plan and has delegated to the Plan Administrator the discretion to amend the Plan to the extent that an amendment involves no change in policy and little or no change in cost or benefits; and

WHEREAS, section 414(z) of the Internal Revenue Code ("Section 414(z)") permits church plans and annuity contracts maintained by the same church or convention or association of churches to engage in certain transfers and mergers after December 18, 2015, and imposes certain conditions on such transfers and mergers; and

WHEREAS, in the absence of Internal Revenue Service guidance affirmatively requiring a plan amendment regarding Section 414(z), the Plan Administrator desires to amend the Plan to reflect the transfers and mergers contemplated by Section 414(z).

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended to reflect the provisions of Section 414(z) with respect to applicable transfers and mergers occurring after December 18, 2015:

Section 15.14 is added to the Plan as follows:

15.14 **Church Plan Transfers and Mergers.**

(a) The Plan Administrator shall have the authority to: (i) permit and provide for the transfer of accrued benefits between church plans and annuity contracts and the merger of church plans as described in Code section 414(z); and (ii) accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such transfer or merger, pursuant to the requirements of Code section 414(z). The Plan Administrator's authority with respect to such transfers and mergers shall be effective for transfers and mergers occurring after December 18, 2015. Any merger or transfer pursuant to this Section 15.14 shall be subject to the following requirements:

(1) A Participant's or Beneficiary's account balance in the recipient or surviving plan immediately after such transfer or merger must be equal to or greater than the Participant's or Beneficiary's account balance(s) immediately before the transfer or merger, and such total accrued benefit must be fully vested after the transfer or merger.

(2) If a transferred or merged-in contribution source is subject to a distribution restriction under the Code that is more restrictive than the

terms of this Plan, such distribution restriction shall be applied to the contribution source in this Plan.

(3) If a transferred or merged-in contribution source is subject to a distribution right that is more permissive than the terms of this Plan (and that is permissible under the Code), such distribution right shall be applied to the contribution source in this Plan.

(b) The Plan Administrator shall have the authority to establish such sub-accounts as are necessary to recordkeep and administer any transferred or merged-in contribution sources that are not able to be added to an existing sub-account under the Plan.

IN WITNESS WHEREOF, the Plan Administrator has adopted this amendment to the Plan.

Trustees of the Mennonite Retirement 403(b) Plan
(Plan Administrator)

By: _____

Name: David S. Weaver

Title: Chairperson

Dated: December 30, 2019

AMENDMENT TO THE
MENNONITE RETIREMENT 403(b) PLAN

THIS AMENDMENT is made and entered into by the Mennonite Church USA acting by and through the Mennonite Church USA Executive Board.

W I T N E S S E T H:

WHEREAS, the Mennonite Church USA, acting through the Mennonite Church USA Executive Board, sponsors and maintains a church 403(b)(9) defined contribution plan known as the Mennonite Retirement 403(b) Plan ("Plan"); and

WHEREAS, pursuant to Section 14.01 of the Plan, the Mennonite Church USA has reserved the right to amend the Plan and has delegated to the Plan Administrator the discretion to amend the Plan to the extent that an amendment involves no change in policy and little or no change in cost or benefits; and

WHEREAS, the Plan Administrator desires to amend the Plan to reflect permitted exclusions from eligibility for salary reduction contributions and to reflect certain relief provided in Internal Revenue Service Notice 2018-95.

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended as follows:

1. Section 2.02 is amended and restated as follows, effective as of January 1, 2010:

> **2.02 Salary Reduction Contributions by Ineligible Employees.** If permitted under the Adoption Agreement, an Employee who is not eligible to participate under Section 2.01 of this Plan shall be eligible to make Salary Reduction Contributions to the Plan pursuant to the provisions of Section 3.01 or Roth Contributions pursuant to Section 3.02; provided, however, that; (i) the amount of either Salary Reduction Contributions or Roth Contributions for such individual in any Plan Year must be at least $200; and (ii) an Employer that is not a "church" within the meaning of Code section 3121(w)(3)(A) and is not a "qualified church-controlled organization" within the meaning of Code section 3121(w)(3)(B) shall be subject to the nondiscrimination requirements described in Section 7.01. An individual who makes Salary Reduction Contributions or Roth Contributions pursuant to this Section 2.02 shall become a Participant in the Plan effective with the receipt of such contributions; provided, however, that no Employer Contributions or Matching Contributions shall be made on behalf of any such individual unless he or she meets the participation requirements in Section 2.01 of the Plan.

2. Section 7.01 is amended and restated as follows, effective as of January 1, 2010, provided that the provisions regarding compliance with the "once in always in" requirement are effective as of January 1, 2019, to reflect the relief provided in Internal Revenue Service Notice 2018-95:

7.01 Nondiscrimination Requirements.

(a) Notwithstanding any provisions of the Plan to the contrary, contributions made on behalf of a Participant by an Employer that is not a "church" within the meaning of Code section 3121(w)(3)(A) and is not a "qualified church-controlled organization" within the meaning of Code section 3121(w)(3)(B) must meet the applicable nondiscrimination rules imposed by Code section 403(b)(12)(A).

(b) For purposes of determining eligibility to make Salary Reduction Contributions (and Roth Contributions, if permitted under the Adoption Agreement) to the Plan, an Employer described in Section 7.01(a) shall be permitted to impose the following exclusions but shall not be permitted to impose any other exclusions:

(1) Employees who are eligible under another Code section 403(b) plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.

(2) Employees who are eligible to make a cash or deferred election (as defined at Treasury Regulations section 1.401(k)-1(a)(3)) under a Code section 401(k) plan of the Employer.

(3) Employees who are nonresident aliens described in Code section 410(b)(3)(C).

(4) Employees who are students performing services described in Code section 3121(b)(10).

(5) Employees who normally work fewer than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in a Plan Year ending after the close of the 12-month period beginning on the date the Employee's employment commenced shall then be eligible to make Salary Reduction Contributions (and Roth Contributions, if permitted under the Adoption Agreement) to the Plan. Effective January 1, 2019, pursuant to the relief provided in Internal Revenue Service Notice 2018-95, once an Employee becomes eligible to have Salary Reduction Contributions (and Roth Contributions, if permitted under the Adoption Agreement) made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Salary Reduction Contributions (and Roth Contributions, if permitted under the Adoption Agreement) made on his or her behalf in any later year under this standard.

For purposes of this Section 7.01(b)(5), an "hour of service" will include: (i) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer; and (ii) each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 hours of service will be credited under (ii) for any single continuous period (whether or not such period occurs in a single Plan Year).

In addition to the foregoing exclusions, the Plan Administrator may establish an annual minimum deferral amount no higher than $200 and may change such minimum to a different amount (but not in excess of $200) from time to time.

IN WITNESS WHEREOF, the Plan Administrator has adopted this amendment to the Plan.

Trustees of the Mennonite Retirement 403(b) Plan
(Plan Administrator)

By: _____

Name: David S. Weaver

Title: Chairperson of the Trustees

Dated: 3/10/2020

AMENDMENT TO THE
MENNONITE RETIREMENT 403(b) PLAN

THIS AMENDMENT is made and entered into by the Trustees of the Mennonite Retirement 403(b) Plan (the "Plan"), in their capacity as "Plan Administrator" of the Plan.

W I T N E S S E T H:

WHEREAS, the Mennonite Church USA, acting through the Mennonite Church USA Executive Board, sponsors and maintains a church 403(b)(9) defined contribution plan known as the Mennonite Retirement 403(b) Plan; and

WHEREAS, pursuant to Section 14.01 of the Plan, the Mennonite Church USA has reserved the right to amend the Plan and has delegated to the Plan Administrator the discretion to amend the Plan to the extent that an amendment involves no change in policy and little or no change in cost or benefits; and

WHEREAS, the Plan Administrator desires to amend the Plan to reflect provisions of final Internal Revenue Service regulations relating to hardship withdrawals and to reflect changes to the Plan relating to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE Act").

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended as follows:

1. Subsection 8.06(b)(3) of the Plan is hereby amended and restated as follows, effective as of January 1, 2020:

> (3) The Participant shall be required to provide to the Plan Administrator or its designee a representation in writing (including by using a permitted electronic medium), that the Participant has insufficient cash or other liquid assets reasonably available to satisfy the need, and the Plan Administrator or its designee does not have actual knowledge that is contrary to the representation. The Plan Administrator may provide for additional conditions to demonstrate that a distribution is necessary to satisfy an immediate and financial need of the Participant.

2. Section 9.05 of the Plan is hereby amended in its entirety to provide as follows, with such amendment to be applicable to distributions required to be made after December 31, 2019, with respect to Plan Participants who attain age 70½ after December 31, 2019:

> 9.05 **Required Beginning Date.** The entire interest of each Participant will be distributed beginning no later than April 1 following the later of the calendar year in which the Participant attains age 72 or the calendar year in which the Participant retires. For Participants who attained age 70½ prior to January 1,

2020, the reference to age 72 in the preceding sentence shall be replaced with age 70½.

3. Subsection 9.06(d)(1) of the Plan is hereby amended in its entirety to provide as follows, with such amendment to be applicable to distributions required to be made after December 31, 2019, with respect to Plan Participants who attain (or who would have attained) age 70½ after December 31, 2019:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. For Participants who attained (or who would have attained) age 70½ prior to January 1, 2020, the reference to age 72 in the preceding sentence shall be replaced with age 70½.

4. Section 9.06(e) is hereby added to the Plan as follows, with such amendment to be applicable to distributions with respect to Participants who die after December 31, 2019 and to certain designated Beneficiaries as described in Section 9.06(e)(1):

(e) Deaths Occurring After December 31, 2019.

(1) Applicability. This Section 9.06(e) applies to Participants who die after December 31, 2019 and shall supersede any contradictory provisions of Section 9.06 with respect to such Participants except as otherwise provided in this Section 9.06(e). If a Participant dies before January 1, 2020 and the Participant's designated Beneficiary dies after January 1, 2020, the provisions of this Section 9.06(e) shall apply to distributions to the beneficiary of the Participant's designated Beneficiary. The intent of this Section 9.06(e) is to reflect compliance with the provisions of Section 401 of the Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE Act") and guidance thereunder and shall be interpreted and applied in a manner consistent with such intent.

(2) No Designated Beneficiary.

(i) If the Participant dies before distributions begin and there is no designated Beneficiary as of the September 30 of the year following the year of the Participant's death, the deceased Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(ii) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of the September 30 of the year following the year of the Participant's

death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(3) Non-Eligible Designated Beneficiary. If the distributee of a deceased Participant's interest is a designated Beneficiary who is not an Eligible Designated Beneficiary, the deceased Participant's entire interest will be distributed by December 31 of the calendar year containing the tenth anniversary of the Participant's death.

(4) Eligible Designated Beneficiary. If the distributee is a designated Beneficiary who is an Eligible Designated Beneficiary:

(i) the deceased Participant's interest will be distributed in accordance with the rules described in Section 9.06(d), provided that an Eligible Designated Beneficiary may elect, instead of utilizing the life expectancy method of distribution described in Code Section 401(a)(9)(B)(iii), to have the Participant's entire interest distributed to the Eligible Designated Beneficiary by December 31 of the calendar year containing the tenth anniversary of the Participant's death; and

(ii) if the Eligible Designated Beneficiary dies before receiving distribution of the Eligible Designated Beneficiary's entire interest in the Participant's account, the Plan will distribute the remainder of such interest in full by December 31 of the calendar year containing the tenth anniversary of the Eligible Designated Beneficiary's death.

(iii) Definition of Eligible Designated Beneficiary.

(A) An individual is an "Eligible Designated Beneficiary" of a Participant if the individual qualifies as a designated Beneficiary and is:

(1) the Participant's surviving spouse;

(2) the Participant's child who has not reached the age of majority (as defined for purposes of Code Section 401(a)(9)(F), subject to the provisions of Section 9.06(e)(4)(B);

(3) an individual who is disabled, as defined in Code Section 72(m)(7);

(4) a chronically ill individual, as defined in Code Section 401(a)(9)(E)(ii)(IV); and

(5) an individual not described in (1) – (4) above who is not more than 10 years younger than the Participant.

(B) An individual who is the Participant's child shall cease to be an Eligible Designated Beneficiary as of the date the individual reaches the age of majority (as defined for purposes of Code section 401(a)(9)(F)) and the remainder of such individual's interest shall be distributed within 10 years after such date.

(C) The determination of whether a designated Beneficiary is an Eligible Designated Beneficiary shall be made as of the date of death of the Participant.

(5) Trust. In the case of an applicable multi-beneficiary trust, as such term is defined in Code Section 401(a)(9)(H)(v), the provisions of Code Section 401(a)(9)(H)(iv) shall be applied to determine the application of the rules described in this Section 9.06(e) with respect to such trust.

(6) Qualified Annuity. This Section 9.06(e) shall not apply to any "qualified annuity," as such term is defined in Section 401(b)(4)(B) of the SECURE Act, that was a binding annuity contract in effect on December 20, 2019 and at all times thereafter. Such qualified annuity shall be subject to the rules otherwise provided in this Section 9.06.

5. The following new appendix titled "CARES Act Appendix" is added to the Plan as follows, effective as of March 27, 2020:

MENNONITE RETIREMENT 403(b) PLAN
CARES ACT APPENDIX

ARTICLE I
CONSTRUCTION AND DEFINITIONS

1.01 Effective Date. This CARES Act Appendix is effective as of March 27, 2020 and shall be interpreted and applied to comply with the Coronavirus Aid, Relief, and Economic Security Act and applicable Internal Revenue Service regulations and guidance.

1.02 Inconsistent Provisions. This CARES Act Appendix supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this CARES Act Appendix.

1.03 Definitions. Except as otherwise provided in this CARES Act Appendix, terms defined in the Plan document will have the same meaning in this CARES Act Appendix. The following definitions apply specifically to this CARES Act Appendix:

(a) A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this CARES Act Appendix from all plans maintained by an Employer (and any member of any controlled group which includes the Employer) shall not exceed $100,000. The Coronavirus-Related Distributions from the Plan to a Qualified Individual were not permitted to exceed the amount of the individual's vested Account balance.

(b) Qualified Individual.

(1) A "Qualified Individual" means any individual who meets one or more of the following criteria:

(a) the individual was diagnosed with COVID-19 by an approved test;

(b) the individual's spouse or dependent (as defined in Code section 152) was diagnosed with COVID-19 by an approved test;

(c) the individual has experienced adverse financial consequences as a result of:

(i) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19;

(ii) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19;

(iii) closing or reducing hours of a business owned or operated by the individual, the individual's spouse, or a member of the individual's household due to COVID-19; or

(iv) the individual, the individual's

spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or

(d) the individual satisfied any other criteria determined by the Department of the Treasury or the IRS.

(2) Participants, alternate payees, and Beneficiaries of deceased Participants can be treated as Qualified Individuals.

(3) The Plan Administrator could rely on an individual's certification that the individual satisfied the criteria to be a Qualified Individual unless the Plan Administrator had actual knowledge to the contrary. The requirement that the Plan Administrator not have actual knowledge that is contrary to an individual's certification does not mean that the Plan Administrator had an obligation to inquire into whether an individual had satisfied one of more of the criteria to be a Qualified Individual.

(4) For purposes of this Section:

(a) "COVID-19" means either the virus SARS–CoV–2 or coronavirus disease 2019;

(b) "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and

(c) a "member of the individual's household" means someone who shares the individual's principal residence.

ARTICLE II
CORONAVIRUS-RELATED DISTRIBUTIONS

2.01 Coronavirus-Related Distribution. A Qualified Individual was permitted to take one or more Coronavirus-Related Distributions. The provisions of this Section apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable Plan or administrative limits on the number of allowable distributions. Qualified Individuals were permitted to request Coronavirus-Related Distributions in accordance with procedures established by the Plan Administrator. Coronavirus-Related Distributions were made on a pro-rata basis from all available contribution sources and fund options.

2.02 Repayment of Distribution. A Participant who received a Coronavirus-Related Distribution (from this Plan or another eligible retirement plan, as defined in section 3.06 of the Plan) may make 1 or more contributions to the Plan, as a rollover contribution, in an aggregate amount not to exceed the amount of such Coronavirus-Related Distribution, provided that any such repayment must occur during the 3-year period beginning on the day after the date of receipt of the Coronavirus-Related Distribution.

ARTICLE III
WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS

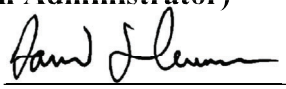
3.01 Waiver of 2020 Required Minimum Distributions. Notwithstanding Sections 9.05 and 9.06, a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are equal to the 2020 RMDs did not receive those distributions for 2020 unless the Participant or designated Beneficiary chose to receive such distributions. A Participant or Beneficiary who had elected to receive one or more payments (that include the 2020 RMDs) in a series of substantially equal distributions made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs") continued to receive such distributions unless the Participant or designated Beneficiary chose not to receive such distributions. For purposes of the direct rollover provisions of the plan, 2020 RMDs and Extended 2020 RMDs were treated as eligible rollover distributions in 2020.

6. Except as modified herein, the Plan shall remain in full force and effect.

[Signature on following page.]

IN WITNESS WHEREOF, the Plan Administrator has adopted this amendment to the Plan.

Trustees of the Mennonite Retirement 403(b) Plan
(Plan Administrator)

By: 

Name: David S. Weaver

Title: Chairperson of the Trustees

Dated: 9/10/2021