MENNONITE
RETIREMENT 403(b) PLAN

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MENNONITE
RETIREMENT 403(B) PLAN

ARTICLE I

INTRODUCTION

1.01 Establishment and Restatement of Plan. The Mennonite Church USA, acting through the Mennonite Church USA Executive Board established the Mennonite Retirement 403(b) Plan in order to provide retirement benefits to employees of an Eligible Organization, as defined herein. The Mennonite Retirement 403(b) Plan, as set forth herein, reflects the terms and conditions with respect to assets held in MRT. The effective date for this amended and restated Mennonite Retirement 403(b) Plan document is September 1, 2025.

The Plan is intended to be a retirement income account program described in Code section 403(b)(9) and Treasury Regulation section 1.403(b)-9(a)(2)(ii). It is also 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.

Should it come to the attention of the Trustees that any term of the Plan, or its operation, is inconsistent with Code requirements, the Trustees shall have the power to make such corrections in the form or administration of the Plan as it may deem necessary, in its absolute discretion, to remedy any inconsistencies.

1.02 Adoption of Plan. This Plan document is intended to be used by eligible Employers as a pre-approved 403(b) plan. Participating Employers can rely on the opinion letter for the plan that is issued by the Internal Revenue Service except to the extent that the adopting Employer modifies the terms of the IRS-approved pre-approved plan in the manner described in Section 15.01(b). Employers who have not signed an IRS-approved Adoption Agreement will not be considered to have a pre-approved plan and such adopting Employers will not be able to rely on the IRS opinion letter.

Collectively, each adopting Employer's plan is comprised of this Plan document, the Adoption Agreement and any agreements between the Employer and a Vendor that governs a Funding Arrangement under this Plan.

In the event of any conflict between the terms of this Plan and the terms of any Funding Arrangement under the Plan or any other document incorporated by reference under the Plan, the terms of the Plan will govern.

The "provider" (as that term is used in Section 3.21 of Revenue Procedure 2021-37) of this Code section 403(b) pre-approved plan is the Sponsor, which is the Mennonite Church USA acting through the Mennonite Church USA Executive Board (or its successor). The Sponsor's representative for inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Opinion Letter is Everence, Attn: Retirement Services, PO Box 483, Goshen, IN

46527-0483, (800) 348-7468 extension 2471 (telephone). This contact information may change from time to time and such change will not constitute an amendment to this Plan document.

ARTICLE II

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.

2.01 Account. The term "Account" shall mean the sum of all separate accounts that the Plan Administrator administers under the Plan maintained for the benefit of any Participant or Beneficiary and may include any of the following sub-accounts:

(a) A Salary Reduction Contributions Account which includes any Salary Reduction Contributions made pursuant to Section 4.01 and any earnings thereon.

(b) A Roth Contributions Account which includes any Roth Contributions made pursuant to Section 4.02 and any earnings thereon.

(c) An Employer Contributions Account which includes any Employer Contributions made pursuant to Section 4.03 and any earnings thereon.

(d) A Matching Contributions Account which includes any Employer Matching Contributions made pursuant to Section 4.04 and any earnings thereon.

(e) A Foreign Missionary Contributions Account which includes any contributions made pursuant to Section 4.05 and any earnings thereon.

(f) A Rollover Contributions Account which includes any Rollover Contributions made pursuant to Section 4.06 and any earnings thereon.

(g) A Roth Rollover Contributions Account which includes any Roth Rollover Contributions made pursuant to Section 4.06 and any earnings thereon.

(h) A Transfer Contributions Account which includes any Transfer Contributions made pursuant to Section 4.07 and any earnings thereon.

(i) A Roth Transfer Contributions Account which includes any Roth Transfer Contributions made pursuant to Section 4.07 and any earnings thereon.

(j) An In-Plan Roth Rollover Account which includes any In-Plan Roth Rollovers made pursuant to Section 9.13(a)(1), and any earnings thereon. To the extent necessary, sub-accounts may be established based on the sources of the In-Plan Roth Rollover.

(k) An In-Plan Roth Transfer Account which includes any In-Plan Roth Transfers made pursuant to Section 9.13(a)(2), and any earnings thereon. To the extent necessary, sub-accounts may be established based on the sources of the In-Plan Roth Transfer.

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

2.02 Account Balance. The term "Account Balance" shall mean the total benefit to which a Participant or the Participant's Beneficiary is entitled under a Funding Arrangement, taking into account all contributions made to the Funding Arrangement and all earnings or losses (including expenses) that are allocable to the Participant's Account, any Rollover Contributions or Transfer Contributions held under the Participant's Account, and any distribution made to the Participant, the Participant's Beneficiary, or any alternate payee. The Account Balance includes any part of the Participant's Account that is treated under the Plan as a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies.

2.03 Accumulated Benefit. The term "Accumulated Benefit" shall mean the sum of a Participant's or Beneficiary's Account Balances under all Funding Arrangements under the Plan.

2.04 Adoption Agreement. The term "Adoption Agreement" shall mean the separate 403(b)(9) 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. For purposes of clarity, the term "Adoption Agreement" refers to all documents that describe the terms and conditions of an Employer's adoption of the Plan, regardless of whether such documents are titled as an adoption agreement. For example, contribution remittance documents may comprise part of an Employer's Adoption Agreement with respect to eligibility terms, contribution amounts and other Plan design elections. The Adoption Agreement is hereby incorporated by reference and made part of the Plan.

2.05 Annuity Contract. The term "Annuity Contract" shall mean a nontransferable group or individual contract established for each Participant by the Employer or Plan Administrator, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state of issuance and that includes payment in the form of an annuity.

2.06 Beneficiary. With respect to assets held in MRT, the term "Beneficiary" shall mean the individual(s) or entity(ies), including a trust, charitable organization or estate, designated by a Participant to receive benefits under MRT after the death of the 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 must be made pursuant to procedures established 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. If no Beneficiary is designated pursuant to this Section 2.06, the provisions in Section 16.05 shall apply.

With respect to assets invested in any Funding Arrangement other than MRT, the term "Beneficiary" means the designated person(s) or entity(ies) entitled to receive benefits under such Funding Arrangement after the death of a Participant, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan.

2.07 Church. The term "Church" means an organization described in Code section 3121(w)(3)(A) and the Treasury Regulations thereunder.

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

2.09 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. Compensation shall include only that compensation which is actually paid to the Employee during the Plan Year and, with respect to any contribution for which the Employee is not eligible for the entire Plan Year, that portion of the Plan Year during which such Employee is eligible to receive such contribution. 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. If the Employer is a Non-QCCO, the annual Compensation of each Participant taken into account in determining allocations for any year under the Plan shall not exceed $330,000, as adjusted cost of living increases in accordance with Code section 401(a)(17)(B) for periods after January 1, 2023.

Except as otherwise elected in the Adoption Agreement, Compensation includes the following, provided that payment of such amounts is made by the later of 2½ months after termination of employment with the Employer or the end of the calendar year that includes the date of termination of employment with the Employer and such amounts would have been included in the definition of Compensation if paid prior to termination of employment:

(a) Payments of regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments to the extent such payments would have been made prior to a severance from employment if the Employee had continued in employment with the Employer; and

(b) payments for "unused leave" (i.e., unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued).

Compensation excludes any other amounts paid after termination of employment (such as severance pay), even if it is paid within the time period described above.

2.10 Custodial Account. The term "Custodial Account" shall mean the group or individual custodial account or accounts established for each Participant by the Employer or Plan Administrator, or by each Participant individually, to hold assets of the Plan.

2.11 Disabled or Disability. The term "Disabled" or "Disability" shall have the meaning provided in the Funding Arrangement. If not defined in the Funding Arrangement, the terms "Disabled" or "Disability" shall mean 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 permanence and degree of such impairment shall be supported by medical evidence.

2.12 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.

2.13 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 2.40. 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).

2.14 Eligible Organization. The term "Eligible Organization" means:

(a) A Church that is a Mennonite or Anabaptist denomination;

(b) Any board, division or auxiliary of a Mennonite or Anabaptist denomination, whether a civil law corporation or otherwise, and any congregation that is affiliated with a Mennonite or Anabaptist denomination (any of which may be a Church), and

(c) Any other organization that (1) is exempt from tax under Code section 501(c)(3), (2) shares common religious bonds and convictions and historical ties with a Mennonite or Anabaptist denomination, and (3) 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.

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

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

(b) A self-employed minister described in Code section 414(e)(5)(A)(i)(I) or a minister described in Code section 414(e)(5)(A)(i)(II).

2.16 Employer.

(a) The term "Employer" means any Eligible Organization which has adopted this Plan by execution of an Adoption Agreement. For purposes of eligibility to participate and make contributions to the Plan, the term "Employer" also includes any Related Employer only if such Related Employer is specifically designated as included in the Adoption Agreement.

(b) Subject to the approval of the Plan Administrator, the term "Employer" shall also include an organization paying a salary to a minister of a Church who is performing services in the exercise of ministry within the meaning of Code section 414(e)(5)(A)(i)(II), but only with respect to the participation in this Plan by such minister. Subject to the approval of the Plan Administrator, the term "Employer" shall also include a self-employed minister of a Church within the meaning of Code section 414(e)(5)(A)(i)(I) who has adopted this Plan by execution of an Adoption Agreement.

(c) Solely for purposes of eligibility to make contributions to the Plan and subject to the approval of the Plan Administrator, the term "Employer" also includes any entity that is an eligible employer within the meaning of Treasury Regulation section 1.403(b)-2(b)(8) through which Participants are eligible to accrue Denominational Service (as defined in Section 7.05) and which makes contributions to the Plan for the benefit of Participants.

2.17 Employer Contributions. The term "Employer Contributions" shall mean those contributions paid by the Employer to the Plan pursuant to Section 4.03.

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

2.19 Foreign Missionary Contributions. The term "Foreign Missionary Contributions" shall mean those contributions made pursuant to Section 4.05 of this Plan by or on behalf of a Participant who is a foreign missionary.

2.20 Funding Arrangement. The term "Funding Arrangement" means MRT, and any Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by the Employer for use under the Plan, which meet the requirements of Treasury Regulation section 1.403(b)-3. A list of Vendors of Funding Arrangements approved for use shall be maintained in an addendum to the adopting Employer's Adoption Agreement. The terms governing each Funding Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code section 403(b), are hereby incorporated by reference in the Plan.

For purposes of clarity, the Plan is intended to be a retirement income account program described in Code section 403(b)(9) and Treasury Regulation section 1.403(b)-9(a)(2)(ii). An Employer that utilizes any Funding Arrangement other than MRT intends that any Annuity Contracts or Custodial Accounts under such Employer's Plan will be investments of this Plan and will not be subject to the requirements of either Code section 403(b)(1) or 403(b)(7), and instead will be subject to the requirements of Code section 403(b)(9).

The Plan Administrator may impose restrictions on the use of Funding Arrangements other than MRT under the Plan (though the Plan Administrator has no responsibility or liability for the Employer's selection of such other Funding Arrangements).

2.21 Highly Compensated Employee. The term "Highly Compensated Employee" means:

(a) Any Employee who for the preceding year had compensation from the Employer in excess of $150,000, and if the Employer so elects in the Adoption Agreement, was in the top-paid group for the preceding year; and

(b) Any former Employee who was a Highly Compensated Employee for the year they separated from service or at any time after attaining age 55.

For purposes of this definition, the applicable year of the Plan for which a determination is made is called a determination year and the preceding 12-month period is called the look-back year.

The $150,000 compensation threshold amount is adjusted for cost-of-living increases to the extent provided under Code section 414(q) for years after 2023.

For purposes of determining who is a Highly Compensated Employee, the term compensation shall mean compensation within the meaning of Code section 415(c)(3), as described in Section 7.05(e) of the Plan.

Whether a former Employee was a Highly Compensated Employee for a determination year that ended on or after the Employee's 55th birthday, or that was a separation year, is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year, in accordance with Treasury Regulation section 1.414(q)-1T, A-2 and IRS Notice 97-45.

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

2.23 IRS-Approved Adoption Agreement. The term "IRS-Approved Adoption Agreement" shall mean the Adoption Agreement approved by the IRS for use with a pre-approved 403(b) plan. The IRS-Approved Adoption Agreement will include an administrative appendix that shall list persons to whom administrative functions have been allocated and the specific functions allocated to such persons. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the administrative appendix. The administrative appendix may be modified from time to time. A modification of the administrative appendix is not an amendment of the Plan.

2.24 Matching Contributions. The term "Matching Contributions" shall mean those contributions paid by the Employer to the Plan pursuant to Section 4.04.

2.25 MRT. The term "MRT" shall mean the Mennonite Retirement 403(b)(9) Plan as set forth in this document, a Retirement Income Account program established by the Mennonite Church USA. MRT is a Funding Arrangement for the Plans maintained by all adopting Employers.

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

2.27 Non-Qualified Church-Controlled Organization and Non-QCCO. The terms "Non-Qualified Church-Controlled Organization" and "Non-QCCO" shall mean a church-controlled, tax-exempt organization described in Code section 501(c)(3) that does not meet the definition of a QCCO.

2.28 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.

2.29 Participant.

(a) The term "Participant" shall mean an Employee who has satisfied the requirements for participation under Section 3.01 or who has made Elective Deferrals to the Plan pursuant to Section 3.02. A Participant shall also mean an individual for whom contributions have previously been made under the Plan and who has not received a distribution of benefits under the Plan (provided that such individual shall not be eligible to make or receive contributions under the Plan unless such individual again satisfies the applicable eligibility requirements (subject to, if applicable, the provisions of Section 8.01(d)(5)). 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 4.06. 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.

2.30 Plan. The term "Plan" shall mean this 403(b)(9) retirement income account plan, as described in Section 1.01, established or continued by the adopting Employer. The Plan of each adopting Employer is a separate plan, independent from the plan of any other adopting Employer. All section references within the Plan are to sections of this Plan document unless the context clearly indicates otherwise.

2.31 Plan Administrator. The term "Plan Administrator" means the Trustees of the Plan except as provided below. If the Employer has elected to offer Funding Arrangements in addition to MRT, the Trustees shall be the Plan Administrator with respect to assets invested in MRT, and the Employer or its designee shall be the Plan Administrator with respect to assets that are invested in such other Funding Arrangements. Functions of the Plan Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Plan Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Funding Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of the Employee's duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the

Employee only performs those duties for himself as a consequence of being a Participant or Beneficiary). References in this Plan to the Plan Administrator will include such designees to the extent that a function of the Plan Administrator has been delegated to such designee.

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

2.33 Qualified Church-Controlled Organization and QCCO. The terms "Qualified Church-Controlled Organization" and "QCCO" shall mean an organization described in Code section 3121(w)(3)(B) and the Treasury Regulations thereunder, and generally refers to any church-controlled, tax-exempt organization described in Code section 501(c)(3), other than an organization which:

(a) Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

(b) Normally receives more than 25% of its support from either: (1) governmental sources, or (2) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

2.34 Related Employer. The term "Related Employer" shall mean any entity that is aggregated with the Employer under Code section 414(b) and (c) (each as modified by Code section 415(h), (m), and (o)) and the Treasury Regulations thereunder.

2.35 Retirement Income Account. The term "Retirement Income Account" shall mean a defined contribution program established or maintained by a church, or a convention or association of churches, including an organization described in Code Section 414(e)(3)(A), to provide benefits under Code section 403(b) for its employees (including an employee described in Code section 414(e)(3)(B)) or their beneficiaries as described in Code section 403(b)(9).

2.36 Rollover Contributions. The term "Rollover Contributions" shall mean the amount directly transferred to the Plan in an eligible rollover distribution made pursuant to Section 4.06 but shall not include any Roth Rollover Contributions.

2.37 Roth Contributions. The term "Roth Contributions" shall mean those elective deferrals paid by the Employer to the Plan pursuant to Section 4.02.

2.38 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 4.06.

2.39 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 4.07 by means of a transfer that meets the requirements of Treasury Regulation section 1.403(b)-10(b)(3).

2.40 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 4.01(b). A Salary Reduction Agreement may be completed using an electronic medium as permitted by the Plan Administrator. The effective date of a Salary Reduction Agreement must be on or after the first day of employment for such Employee.

2.41 Salary Reduction Contributions. The term "Salary Reduction Contributions" shall mean those voluntary pre-tax salary deferrals paid by the Employer to the Plan at the election of a Participant pursuant to Section 4.01(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.

2.42 Severance from Employment. Except as provided below with respect to MRT, the term "Severance from Employment" shall mean that an Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) plan under Treasury Regulation section 1.403(b)-2(b)(8) (an "eligible employer"), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an eligible employer, or (b) the Employee is employed in a capacity that is not employment with an eligible employer. For purposes of Section 9.01, with respect to distributions from MRT: (i) "Severance from Employment" shall mean that the 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 (which is a separate plan that is intended to be qualified under Code section 401(a)); and (ii) "Severance from Employment" shall also be deemed to occur if an 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.

2.43 Sponsor. The term "Sponsor" shall mean the Mennonite Church USA acting through Mennonite Church USA Executive Board (or its successor).

2.44 Transfer Contributions. The term "Transfer Contributions" shall mean those amounts contributed to the Plan pursuant to Section 4.07 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.

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

2.46 Trustees. The persons appointed pursuant to Section 12.02 to administer the Trust Fund.

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

2.48 Valuation Date. Each business day on which the applicable market is open and on which trading occurs, based on the closing values on each such date.

2.49 Vendor. The term "Vendor" shall mean MRT and any other provider of a Funding Arrangement under the Plan.

2.50 Year of Vesting Service. For purposes of the vesting provisions in Article V, the term "Year of Vesting Service" shall mean the twelve-month period ending on the anniversary date of the 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 III

ELIGIBILITY AND PARTICIPATION

3.01 Participation.

(a) New Employees. 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: (i) the Plan entry date with respect to Elective Deferrals is the beginning of the next payroll period after the Employee meets the eligibility requirements; and (ii) the Plan entry date with respect to Employer Contributions and Matching Contributions, if any, is the day the Employee meets the eligibility requirements.

(b) Rehired Employees. Unless otherwise provided in the Employer's Adoption Agreement, if an Employee who meets the eligibility requirements in the Employer's Adoption Agreement terminates employment and is subsequently rehired by the Employer, such Employee shall become a Participant in the Plan immediately upon the Employee's date of rehire.

(c) Former Participants. A Former Participant who makes Rollover Contributions to the Plan pursuant to the provisions in Section 4.06 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 3.01(a).

3.02 Elective Deferrals by Ineligible Employees. If permitted under the Adoption Agreement, an Employee who is not eligible to participate under Section 3.01 of this Plan shall be eligible to make Salary Reduction Contributions to the Plan pursuant to the provisions of Section 4.01 or Roth Contributions pursuant to Section 4.02; provided, however, that an Employer that is a Non-QCCO 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 3.02 shall become a Participant in the Plan effective with the receipt of such contributions; provided, however, that no Employer Contributions, Matching Contributions or Foreign Missionary Contributions shall be made on behalf of any such individual unless the Employee meets the participation requirements in Section 3.01 of the Plan.

3.03 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 4.01 or Section 4.02. An election made pursuant to this Section 3.03 shall be irrevocable.

ARTICLE IV

CONTRIBUTIONS

4.01 Salary Reduction Election.

(a) Salary Reduction Contributions. An Employer must specify in its Adoption Agreement whether it allows Salary Reduction Contributions. In the case of an Employer that is not a Church or a QCCO, and elects to permit Salary Reduction Contributions, such Employer must satisfy the requirements of universal availability as described in Code section 403(b) and Treasury Regulations thereunder. All Salary Reduction Contributions must be made pursuant to a valid Salary Reduction Agreement that meets the requirements of Section 4.01(b). 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.

(b) Salary Reduction Agreement.

(1) Each Employee who is eligible under the terms of the Employer's Adoption Agreement may execute a Salary Reduction Agreement under which the Employee elects 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 (and have that amount contributed as a Salary Reduction Contribution on the Employee's behalf to one or more Funding Arrangements). The Employee's elections with respect to Funding Arrangements and allocations (and reallocations) among Accounts, if not included in the Salary Reduction Agreement, shall be included in other records maintained under the Plan. The Plan Administrator may establish an annual minimum deferral amount no higher than $200 as specified in the Adoption Agreement or in other administrative procedures and may change such minimum to a different amount (but not in excess of $200 or such lower amount as specified in the Adoption Agreement or in other administrative procedures) from time to time.

(2) Unless otherwise provided under the terms of the applicable Funding Arrangement or circumstances associated with an amendment to a safe harbor arrangement, a Participant may change the elections in the Salary Reduction Agreement, including the choice of Funding Arrangements, and such change shall take effect as of the date provided on a uniform basis for all Employees.

(3) A Participant shall be allowed to commence or change a Salary Reduction election at least once per year. A Participant may make more than one Salary Reduction Agreement each year. A Salary Reduction Agreement shall remain in effect until a new Salary Reduction is filed. A Salary Reduction Agreement may be terminated at any time with respect to future Compensation not currently available.

(4) The Plan Administrator may establish reasonable procedures for Plan entry. Such procedures shall include a reasonable period for providing an Employee notice of the right to defer and a reasonable election period, and shall provide that the Employee's election will be effective as soon as administratively practicable.

4.02 Roth Contributions.

(a) General Rules. 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. Any Roth Contributions shall be allocated to a separate designated Roth account maintained under the Plan for such contributions. Unless specifically stated otherwise, any Roth Contributions shall be treated as Elective Deferrals for all purposes under the Plan. 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.

(b) Separate Accounting.

(1) Contributions and withdrawals of Roth Contributions shall be credited and debited to the Roth Contributions Account maintained for the Participant under the Plan.

(2) A record of the amount of Roth Contributions in each Roth Contributions Account shall be maintained.

(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Contributions Account and the Participant's other Accounts.

(4) No contributions other than Roth Contributions, in-plan Roth Rollovers and In-Plan Roth Transfers resulting from the conversion of Salary Reduction Contributions, and properly attributable earnings shall be credited to a Participant's Roth Contributions Account.

(c) Definition of Roth Contribution. A "Roth Contribution" means an Elective Deferral that is:

(1) Designated irrevocably by the Participant in a Salary Reduction Agreement that meets the requirements of Section 4.01(b) as a Roth Contribution that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and

(2) 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 made a Salary Reduction Election.

4.03 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. If provided in the Adoption Agreement, 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. All Employer Contributions shall be credited to the Participant's Employer Contributions Account.

4.04 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. All Matching Contributions shall be credited to the Participant's Matching Contributions Account.

4.05 Foreign Missionary Contributions. Any Employer Contributions or Matching Contributions made on behalf of any Participant who is a foreign missionary and who is eligible to receive contributions under the terms of the Employer's Adoption Agreement shall be treated as Foreign Missionary Contributions. All 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. Also, as described in Section 4.01, Salary Reduction Contributions made by a Participant who is a foreign missionary shall be credited to such Participant's Foreign Missionary Account.

For purposes of this Section 4.05, a foreign missionary shall mean an individual described in Code section 415(c)(7)(B), who is performing services outside the United States.

4.06 Rollover Contributions. To the extent permitted under the terms of the applicable Funding Arrangement, the Plan will accept Rollover Contributions as provided in this Section 4.06.

(a) Eligible Rollover Contributions. A Participant or Former Participant may, subject to any limitations imposed under the Code, roll over all or part of any Eligible Rollover 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. Such Rollover Contributions shall be made in the form of cash only. The Plan Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an Eligible Retirement Plan.

(b) Roth Rollovers. A Rollover Contribution that includes Roth elective deferrals will be accepted 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). A rollover made pursuant to this Section 4.06(b) that includes after-tax employee contributions or Roth elective deferrals will only be accepted if the Plan Administrator obtains information regarding the Participant's tax basis under Code section 72 in the amount rolled over.

(c) Eligible Retirement Plan. For purposes of this Section 4.06, "Eligible Retirement Plan" means: (i) 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; (ii) an individual retirement account or annuity described in Code section 408(a) or 408(b); (iv) a qualified plan described in Code section 401(a); (v) an annuity plan described in Code section 403(a); and (vi) an eligible deferred compensation plan described in Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(d) Eligible Rollover Distribution. For purposes of this Section 4.06, an Eligible Rollover Distribution means any distribution of all or any portion of a Participant's benefit under an Eligible Retirement Plan, except that an Eligible Rollover Distribution does not include (i) any installment payment for a period of ten (10) years or more, (ii) any distribution made upon hardship, or (iii) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9).

(e) Lifetime Income Investment Distributions. If permitted under the terms of the applicable Funding Arrangement, the Plan will accept a direct trustee-to-trustee transfer of a Lifetime Income Investment Distribution from an Eligible Retirement Plan. Such amount will be treated as a Rollover Contribution or Roth Rollover Contribution, as applicable. With respect to MRT, the Trustees have the authority to determine whether a transfer of a Lifetime Income Investment Distribution will be accepted.

(f) Wrongfully Levied Amounts. If permitted under the terms of the applicable Funding Arrangement, a Participant may roll over to the Plan money that was wrongfully levied upon by Service and returned to the Participant. The rollover must be made by the due date (not including extensions) for the Participant's income tax return for the year the money or property is returned. The Administrator may request documentation that is appropriate or necessary to accept the rollover and comply with section Code section 6343(f). Such amount will be treated as a Rollover Contribution or Roth Rollover Contribution, as applicable. With respect to MRT, the Trustees have the authority to determine whether a rollover of wrongfully levied amounts will be accepted.

(g) Administrative Procedures. To affect 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 4.06(a) shall be credited to the Participant's Rollover Contributions Account. All contributions made pursuant to Section 4.06(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.

4.07 Recontributions.

(a) Recontributions of Qualified Birth or Adoption Distributions. A Participant who received one or more Qualified Birth or Adoption Distributions under the Plan is entitled, at any time during the 3-year period beginning on the day after the date on which such distribution was received, to recontribute the distributions (not to exceed the amount of the distributions) if the Participant is eligible to make a rollover contribution to the Plan at the time of recontribution. A Participant who makes a recontribution to the Plan within the 3-year period described above will be treated as having received the distributions in an eligible rollover distribution and as having transferred the amount to the Plan in a direct trustee-to-trustee transfer within 60 days of the distribution. The Plan will ensure that one or more Funding Arrangements are available to accept the recontribution.

(b) Recontributions of Coronavirus-Related Distributions. To the extent permitted under the applicable Funding Arrangement, a Participant who is a qualified individual under section 2202(a)(4)(A)(ii) of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Pub. L. 116-136, and Section 1B of Notice 2020-50 and who receives a coronavirus-related distribution that is eligible for tax-free rollover treatment may recontribute all or a portion of the coronavirus-related distribution at any time during the 3-year period beginning the day after the date of a coronavirus-related distribution made under the Plan. The recontribution of a coronavirus-related distribution that is eligible for tax-free rollover treatment and made within the 3-year period described above will be treated as a rollover contribution to the Plan. MRT will accept recontributions of coronavirus-related distributions.

(c) Recontributions of Disaster-Related Distributions. MRT will accept a recontribution of a distribution for a federally declared disaster if legislation or guidance authorizes such a recontribution. With respect to other Funding Arrangements, the Plan will accept a recontribution of a distribution for a federally declared disaster if legislation or guidance authorizes such a recontribution and to the extent permitted under the applicable Funding Arrangement.

4.08 Transfer Contributions.

(a) 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 an Annuity Contract, a Custodial Account or a Retirement Income Account. The Plan Administrator may accept a transfer of assets to the Plan for a Participant only if:

(1) The transferor plan provides for direct transfers of assets;

(2) The Participant is an employee or former employee of the Employer;

(3) The Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Participant or Beneficiary immediately before the transfer; and

(4) The transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor plan.

(b) To affect 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.

(c) 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 4.08, shall be credited as follows:

(1) Transfers. Transfers made pursuant to Section 9.09(b) will be allocated to the same contributions accounts from which they were transferred.

(2) Discretionary Transfers. Except as provided in Section 4.08(c)(1), all amounts transferred pursuant to Section 4.08, 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 4.08(c) 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.

4.09 Eligible Automatic Contribution Arrangement.

(a) Rules of Application.

(1) Employer Election of EACA Option. If the Employer has elected the EACA option in the Adoption Agreement, the provisions of this Section 4.09 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 4.09, the provisions of this Section shall govern.

(2) Default Elective Deferrals. Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals. The amount of Default Elective Deferrals 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 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 4.09(d) to make an affirmative election regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals 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 Elective Deferrals made or to have a different amount of Elective Deferrals made.

(b) Definitions.

(1) EACA. AN "EACA" is an Automatic Contribution Arrangement that satisfies the uniformity requirement in Subsection 4.09(c) and the notice requirement in Subsection 4.09(d).

(2) 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 an Elective Deferral in lieu of being included in the Covered Employee's pay.

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

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

(5) Default Percentage. The "Default Percentage" is the percentage of a Covered Employee's Compensation contributed to the Plan as a Default Elective Deferral for the Plan Year. The Default Percentage is specified in the Adoption Agreement.

(c) Uniformity Requirement.

(1) Non-increasing Default Percentage. Except as provided in paragraph (2) 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 Elective Deferrals from all Covered Employees subject to the Default Percentage.

(2) Required Reduction or Cessation of Default Elective Deferrals. Default Elective Deferrals will be reduced or stopped to meet the limitations under Code sections 402(g) and 415 and to satisfy any suspension period required after a distribution.

(d) Notice Requirement.

(1) 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 (2) below, written in a manner calculated to be understood by the average Covered Employee. If an Employee becomes a Covered Employee after the ninetieth (90^{th}) 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.

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

(A) The amount of Default Elective Deferrals 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 Elective Deferrals made or to have a different amount of Elective Deferrals made;

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

(D) The Covered Employee's right under Subsection 4.09(e) below to make a withdrawal of Default Elective Deferrals and the procedures for making such a withdrawal.

(e) Withdrawal of Default Elective Deferrals.

(1) 90-Day Withdrawal Period. No later than ninety (90) days after a Covered Employee's pay is first reduced by Default Elective Deferrals, the Covered Employee may request a distribution of Default Elective Deferrals. No spousal consent is required for a withdrawal under this Subsection 4.08(e).

(2) Amount of Withdrawal. The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals 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.

(3) Effect of Withdrawal on Elective Deferrals. Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Elective Deferrals made on the Covered Employee's behalf as of the date specified in paragraph (2) above.

(4) Treatment of Withdrawn Amounts. Default Elective Deferrals distributed pursuant to this Section (e) are not counted towards the dollar limitation on Elective Deferrals contained in Code section 402(g). Matching Contributions that might otherwise be allocated to a Covered Employee's Account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Subsection 4.09(e) and any Optional Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Subsection 4.09(e) will be forfeited.

(f) Special Rule for Distribution of Excess Aggregate Contributions. If the 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 (as defined in Section 8.03(e)).

4.10 Automatic Contribution Arrangements. Section 336(c) of the Protecting Americans from Tax Hikes Act of 2015, Pub. L. 114-113 (PATH Act), which became law on December 18, 2015, supersedes any state law that would prohibit or restrict the inclusion in any church plan of an automatic contribution arrangement. Notwithstanding the provisions of Section 4.01, if the Employer has elected the Automatic Contribution Arrangement (ACA) option in the Adoption Agreement, the provisions of this Section 4.10 shall apply and, to the extent that any other provision of the Plan is inconsistent with the provision of this Section 4.10, 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:

(a) An Employer who makes an election under this Section 4.10 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 3.01 but who is not making any Elective Deferrals to the Plan.

(b) This Section 4.10 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.

(c) The Employer must provide notice to all Employees subject to this Section 4.10, in accordance with applicable statutory and regulatory requirements. Such notice must describe the Employee's rights and obligations under this Section 4.10, and how the contributions under this Section will be invested absent any investment election by the Employee.

4.11 Timing for Contributions.

(a) Timing for Elective Deferrals. All Salary Reduction Contributions and all 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 what is reasonable for the proper administration of the Plan.

(b) Timing for Employer Contributions and Matching Contributions. The Employer shall forward Employer Contributions and 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.

4.12 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 4.12 to reflect any investment losses attributable to such contribution.

4.13 After-Tax Employee Contributions. The Plan does not permit after-tax Employee contributions, which for this purpose refers to a contribution (other than Roth Contributions, Roth Rollover Contributions, and Roth Transfer Contributions) made by the Employee and includible in gross income.

ARTICLE V

VESTING

5.01 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 (and earnings thereon) will be credited to a separate bookkeeping account and treated as made to a contract to which Code section 403(c) (or another applicable provision of the Code) applies. On or after the date on which the Participant's interest in the separate account becomes nonforfeitable, the contract shall be treated as subject to Code section 403(b) if:

(a) No election has been made under Code section 83(b) with respect to the contract;

(b) The Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable;

(c) Contributions (and earnings thereon) subject to different vesting schedules have been maintained in separate accounts; and

(d) The separate account at all times satisfied the requirements of Code section 403(b) except for the nonforfeitability requirement of Code section 403(b)(1)(C).

If only a portion of the Participant's interest in a separate account becomes nonforfeitable in a year, then that portion of the contract will be considered subject to Code section 403(b) and the remaining forfeitable portion will be considered a separate contract to which Code section 403(c) (or another applicable provision of the Code) applies.

5.02 Forfeitures.

(a) The interest of a Participant in the Employer Contributions Account, Matching Contributions Account, and Foreign Missionary 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 5.02(a) shall first be used to reduce the Employer Contributions (if any) and then used to reduce the Matching Contributions (if any) of the Employer which had contributed to the Plan on behalf of such Participant.

(c) If an Employee returns to employment with the Employer prior to incurring a One-Year Break in Service, all amounts forfeited pursuant to subsection 5.02(b) shall be restored to such Employee's Account and allocated to the sub-accounts to which they were credited on the date of the forfeiture.

(d) Unless otherwise provided in the Adoption Agreement, 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 V.

ARTICLE VI

INVESTMENTS

6.01 Manner of Investment. All Elective Deferrals and other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Arrangements, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Funding Arrangements (including MRT).

6.02 Exclusive Benefit. Each Custodial Account and Retirement Income Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account or Retirement Account (as applicable) to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

6.03 Information Sharing. Each Vendor and the Plan Administrator shall exchange such information as may be necessary to satisfy Code section 403(b) or other requirements of applicable law. In the case of a Vendor that is not eligible to receive Elective Deferrals under the Plan, including a Vendor that has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan, the adopting Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code section 403(b) or other requirements of applicable law.

6.04 Participant Investment Direction Under the Plan. Each Participant (or Beneficiary after the Participant's death) shall have the right to direct the investment options available under the Funding Arrangement in accordance with the terms governing the applicable Funding Arrangement.

6.05 Investment Provisions Applicable to Investments in the MRT. With respect to the portion of the Participant's Account that is invested in MRT, unless otherwise permitted by the Trustees it their sole discretion, the Participant (or Beneficiary) shall be entitled to direct the investment only among Investment Options approved by the Trustees or, if available under MRT, a Self-Directed Brokerage Account (provided that the Trustees are not required to select, review, or monitor the individual funds or securities that may be available for investment through a Self-Directed Brokerage Account). The following rules shall apply to the Investment Options available under MRT:

(a) 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 VI. The Trustees, at their discretion, may from time to time change the Investment Funds, delete Investment Funds or offer additional Investment Funds.

(b) Investment of Future Contributions.

(1) 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 (or, if available under MRT, to utilize a Self-Directed Brokerage Account), 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%).

(2) 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.

(3) 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.

(c) Investment of Past Contributions.

(1) 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 Participant's 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%).

(2) 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.

(d) 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.

(e) Self-Directed Brokerage Account. If and to the extent a Self-Directed Brokerage Account option is approved for implementation by the Trustees, a Participant or Beneficiary will be permitted to establish a Self-Directed Brokerage Account under MRT to permit a Participant to select investment funds other than the designated investment options. The Trustees have the authority to determine whether establish a Self-Directed Brokerage Account is available with respect to any particular Employer.

(1) A "Self-Directed Brokerage Account" means a self-directed brokerage account allowing a Participant or Beneficiary to invest contributions in investments other than the Investment Funds, subject to such procedures, limitations, and requirements described in the Plan and in any additional documentation or service provider agreements governing the terms of such accounts.

(2) The Trustees may designate a service provider (the "SDBA Vendor") to operate Self-Directed Brokerage Accounts under the Plan and limit the availability of a Self-Directed Brokerage Account to such SDBA Vendor.

(3) A Self-Directed Brokerage Account shall be subject to such terms, conditions, and limitations as established by the Trustees, the Plan's recordkeeper, and/or the SDBA Vendor, including the terms, conditions, and limitations of any forms or agreements required by the Trustees, the Plan's recordkeeper, and/or the SDBA Vendor to establish a Self-Directed Brokerage Account. Such terms, conditions, and limitations may include but are not limited to the following:

(A) The investments permitted under a Self-Directed Brokerage Account may be limited to specific type or class of investment funds or securities.

(B) Amounts that are held in a Self-Directed Brokerage Account may not be eligible for distributions or loans directly from such Self-Directed Brokerage Account. A Participant or Beneficiary may be required to transfer amounts back to a designated investment option for such amounts to be eligible for distributions or loans.

(C) The time, frequency, and manner in which a Participant or Beneficiary can execute trades within a Self-Directed Brokerage Account may be limited in ways that are more restrictive than the terms available with respect to the Plan's designated investment options or the terms that might be available in a brokerage account outside of the Plan.

(D) The Trustees, the Plan's recordkeeper, and/or the SDBA Vendor may establish a minimum amount necessary to permit establishment of a Self-Directed Brokerage Account.

(4) A Participant or Beneficiary who establishes a Self-Directed Brokerage Account will be responsible for all brokerage commissions and other expenses (including but not limited to any fees assessed by the Trustees, the Plan's

recordkeeper, and/or the SDBA Vendor) associated with the purchase, sale and maintenance of investments in such Self-Directed Brokerage Account, and such amounts will be charged against the Participant's Self-Directed Brokerage Account (and other assets in the Participant's or Beneficiary's Account if necessary).

(5) A Participant or Beneficiary who establishes a Self-Directed Brokerage Account will be solely responsible for receiving and responding to all trade confirmations, account statements, prospectuses, annual reports, proxies and other materials that would otherwise be distributed to the owner of the Self-Directed Brokerage Account. With respect to proxies for securities held in the Brokerage Account, the Participant will have the authority to direct the exercise of all shareholder rights attributable to those securities. The Trustees will not exercise such rights in the absence of direction from the Participant or Beneficiary.

(6) A Self-Directed Brokerage Account is not permitted to hold any investment that may produce unrelated business income to the Trust.

(7) A Participant's or Beneficiary's usage of a Self-Directed Brokerage Account will constitute such Participant's or Beneficiary's acknowledgment that: (i) the Mennonite Church USA, the Mennonite Church USA Executive Board, the Trustees, the Plan's recordkeeper, the SDBA Vendor, and other individuals or entities associated with the Plan have not selected or evaluated the individual investments available through the Self-Directed Brokerage Account, nor do they monitor such investments; and (ii) it is the Participant's or Beneficiary's responsibility to determine that any particular investment is appropriate for the Participant or Beneficiary.

(f) Qualifying Longevity Annuity Contracts. The Investment Funds selected by the Trustees may (but are not required to) include qualifying longevity annuity contracts, as defined in Treasury Regulation section 1.401(a)(9)-6, Q&A-17. The terms upon which a Participant may elect to invest in a qualifying longevity annuity contract shall be subject to the terms of such contract and the limitations imposed by Treasury Regulation section 1.401(a)(9)-6, Q&A-17 and other applicable statures, regulations or guidance. The provider of a qualifying longevity annuity contract shall be a permitted vendor under the Plan with respect to such contracts.

(g) Lifetime Income Investments. The Investment Funds selected by the Board may (but are not required to) include lifetime income investments (as defined in Section 9.16) or other investment options that provide for lifetime income or similar benefits.

6.06 Additional Investment Provisions. There shall be separate accounting for the underlying assets of the Plan in order for it to be possible at all times to determine a Participant's interest in the underlying assets and to distinguish that interest from any other Participant's interest in the Plan. Investment performance shall be based on gains and losses of the underlying assets. Ownership or use of any Plan asset by a Participant or Beneficiary shall be treated as a distribution to such Participant or Beneficiary.

ARTICLE VII

LIMITATIONS ON CONTRIBUTIONS

7.01 Section 415 Maximum Contribution Limitations. Except to the extent permitted by Code section 414(v), a Participant's Annual Additions for a Limitation Year shall not exceed the Maximum Annual Addition described in Section 7.01(a) below.

(a) Maximum Annual Additions.

(1) General Rule. The Annual Additions that may be contributed or allocated to a Participant's Account for any Limitation Year shall not exceed the lesser of:

(A) The applicable dollar amount specified in Code section 415(c)(1)(A) ($66,000, as adjusted for cost of living increases under Code section 415(d)(1)(B) for periods after 2023, or

(B) 100% of the Participant's Includible Compensation for the Limitation Year.

(2) Alternative 415 Limitations. The Participant's Annual Additions for any Plan Year shall not be treated as exceeding the limitation of subsection 7.01(a) if contributions and other additions with respect to 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 (a)(2) for all years may not exceed $40,000.

(3) Foreign Missionary Limitation. In the case of Participant described in Code section 415(c)(7)(B), who is performing services outside the United States, the Participant's Annual Additions for any Plan Year shall not be treated as exceeding the limitation of subsection 7.01(a) if the contributions and other additions with respect to such Participant are not in excess of the greater of $3,000, provided the Participant's adjusted gross income for such taxable year (determined separately and without regard to community property laws) does not exceed $17,000.

(b) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any section 403(b) plan of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other section 403(b) plans of the Employer may not exceed the Maximum Annual Addition as set forth in Section 7.01(a), above.

(c) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and

any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in Section 7.01(a) above. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code sections 414(b), 414(c) and 415(h), and a defined contribution plan means a defined contribution plan that is qualified under Code section 401(a) or 403(a), a section 403(b) plan, or a simplified employee pension within the meaning of Code section 408(k).

(d) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Pre-approved Plan or Participant is in Control of Employer. The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under Section 7.01(a), reduced by the Annual Additions credited to the Participant under any other section 403(b) pre-approved plans of the Employer in addition to this Plan and, if the Participant is in control of an employer, any defined contribution plans maintained by controlled employers and section 403(b) plans of any other employers. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

(e) Excess Annual Additions.

(1) If, notwithstanding Sections 7.01(a) through 7.01(d), a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under Sections 7.01(b) and (c), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under Code section 401(a) or a simplified employee pension plan maintained by an employer controlled by the Participant will be deemed to have been credited first.

(2) If an Excess Annual Addition is credited to a Participant under this Plan and another Section 403(b) pre-approved plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:

(A) the total Excess Annual Addition credited as of such date, times

(B) the ratio of (i) the Annual Additions credited to the Participant for the Limitation Year as of such date under the Plan to (ii) the total Annual Additions credited to the Participant for the Limitation Year as of such date under the Plan and all other Section 403(b) pre-approved plans of the Employer.

(3) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in Section 7.01(h).

(f) Coordination of Limitation on Annual Additions Among Annuity Contracts. All section 403(b) annuity contracts purchased by an Employer for a Participant are treated as one section 403(b) annuity contract for purposes of applying the limitations

of Code section 415. For these purposes, a 403(b) annuity contract includes Annuity Contracts, Custodial Accounts and Retirement Income Accounts.

(g) Coordination of Limitation on Annual Additions where Employer Has Another Section 403(b) Plan that is Not a Pre-approved Plan. If Annual Additions are credited to the Participant for the Limitation Year under another section 403(b) plan of the Employer which is not a Section 403(b) pre-approved Plan, the Annual Additions which may be credited to the Participant under this Plan for the Plan Year will be limited in accordance with Section 7.01(d) and Section 7.01(e) unless the Employer provides alternative limitations in the Adoption Agreement.

(h) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year are includible in the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions, which will be maintained by the Vendor until the Excess Annual Additions are distributed. This separate account will be treated as a separate contract to which section 403(c) (or other applicable provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

(i) Annual Notice to Participants. Effective the year following the year that this pre-approved plan is adopted by the Employer, the Plan Administrator will provide written or electronic notice to Participants that explains the limitation in Section 7.01(c) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Plan Administrator that is necessary to satisfy Section 7.01(c). The notice will advise Participants that the application of the limitations in Section 7.01(c) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Plan Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under section 403(b) of the Internal Revenue Code. The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.

7.02 Elective Deferral Limit.

(a) Basic Limit. Except as provided in Section 7.02(b), the maximum amount of a Participant's Elective Deferrals under the Plan for any calendar year shall not exceed $22,500, which is the applicable dollar amount established under Code section 402(g)(1)(B) and adjusted for cost-of-living to the extent provided under Code section 402(g)(4) for periods after 2023.

(b) Age 50 Catch-up Limit. A Participant who is eligible to make Elective Deferrals under this Plan and who will attain age 50 before the end of the calendar year shall be eligible to make an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum amount of the age 50 catch-up elective deferrals under the Plan for any calendar year shall not exceed $7,500, which is the applicable dollar amount established under Code section 402(g)(1)(B) and adjusted

for cost of living increases to the extent provided under Code section 402(g)(4) for periods after 2023.

In no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

(c) Special Rule for a Participant Covered by Another Plan. For purposes of this Section 7.02, if the Participant is or has been a participant in one or more other plans under Code section 403(b) (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 7.02. For this purpose, the Plan Administrator shall take into account any other such plan by any Related Employer and shall also take into account any other such plan for which the Plan Administrator receives from the Participant sufficient information concerning participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of this Section 7.02 only if the other plan is a Code section 403(b) plan.

7.03 Distribution of Excess Elective Deferrals.

(a) Notwithstanding any other provisions of the Plan, if the Elective Deferrals on behalf of a Participant for any calendar year exceed the limitations described in Section 7.02, or the Elective Deferrals on behalf of a Participant for any calendar year exceed the limitations described above when combined with other amounts deferred by the Participant under another Code section 403(b) plan of the Employer (and any other plan that permits elective deferrals under Code section 402(g) for which the Participant provides information that is accepted by the Plan Administrator), then the Elective Deferrals, to the extent in excess of the applicable limitation (adjusted for any Income or loss in value, if any, allocable thereto through the end of the applicable calendar year) shall generally be distributed to the Participant by April 15 of the following calendar year.

(b) With respect to the correction of excess Elective Deferrals from MRT, the following provisions shall apply:

(1) 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 the 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.

(2) A Participant who has Excess Deferrals and who has not notified the Plan Administrator pursuant to subsection (1) 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.

7.04 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 7.04 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 7.04 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 7.04(a), the Employer will make up any such Matching Contributions.

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

(a) "Annual Additions" shall mean the sum of the following amounts credited to a Participant's Account under the Plan or any other plan aggregated with the Plan under Sections 7.01(b) and (c) during the Plan Year:

(1) Employer contributions, including Elective Deferrals (other than age 50 catch-up contributions described in Code section 414(v) and contributions that have been distributed to the Participant as Excess Elective Deferrals as defined in Section 7.03);

(2) After-tax Employee contributions;

(3) Forfeitures allocated to the Participant's Account;

(4) Amounts allocated to an individual medical account, as defined in Code section 415(l)(2), which is part of a pension or annuity plan, and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e); and

(5) Allocations under a simplified employee pension.

Amounts described in paragraphs (1), (2), (3) and (5) above are annual additions for purposes of both the dollar limitation under Section 7.01(a)(1)(A) and the percentage of compensation limitation under Section 7.01(a)(1)(B). Amounts described in (4) above are annual additions solely for purposes of the dollar limitation under Section 7.01(a)(1)(A). Rollover Contributions and Transfer Contributions are not included in Annual Additions.

(b) "Denominational Service" shall mean a person's completed years and months in the paid employment of a church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code section 501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of a church.

(c) Solely for the purposes of Sections 7.01, "Employer" means the employer that has adopted the Plan and its Related Employers.

(d) "Excess Annual Addition" shall mean the excess of the Annual Additions credited to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under Sections 7.01(b) and (c) over the Maximum Annual Addition for the Limitation Year under Section 7.01(a).

(e) "Includible Compensation."

(1) "Includible Compensation" shall mean an Employee's compensation received from the Employer which is includible in the Participant's gross income for federal income tax purposes (computed without regard to Code section 911, relating to United States citizens or residents living abroad) for the most recent period that is a Year of Service. Includible Compensation for a minister who is self-employed means the minister's earned income as defined in Code section 401(c)(2) (computed without regard to section 911 of the Code). Includible Compensation includes any Elective Deferrals or other amounts contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of Code section 402(e)(3), 402(h)(1)(B), 402(k), 125, 132(f)(4), or 457(b). Includible Compensation does not include compensation received during a period when the Employer was not an eligible employer within the meaning of Treasury Regulation section 1.403(b)-2(b)(8). Includible Compensation is increased by differential wage payments under Code section 3401(h) for the most recent period that is a Year of Service and, effective for Plan Years beginning after December 31, 2015, difficulty of care payments under Code section 131(c)(1)(A) that are otherwise excludible from income. Includible Compensation is determined without regard to community property laws.

(2) If the Employer is a Non-QCCO, the amount of Includible Compensation of each Participant taken into account in determining contributions for any year shall not exceed $330,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B) for periods after 2023.

(3) For purposes of applying the limitations on Annual Additions pursuant to Code section 415(c), Includible Compensation for a Participant who is permanently and totally disabled (as defined in Code section 22(e)(3)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

(4) For purposes of Section 4.03 of the Plan, a Participant is deemed to have monthly Includible Compensation for the period through the end of the taxable year in which the Participant ceases to be an Employee and through the end of the next five taxable years. Except as provided in Treasury Regulation section 1.403(b)-4(d), the amount of the monthly Includible Compensation is equal to one-twelfth of the Participant's Includible Compensation during the Participant's most recent year of service. No contribution shall be made after the end of the Participant's fifth taxable year following the year in which the Participant terminated employment.

(5) The Includible Compensation limit referred to in Section 7.01(a)(1)(B) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition.

(f) "Limitation Year" shall mean the calendar year. However, if the Participant under the Plan is in control of an Employer pursuant to Section 7.01(c) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

(g) "Section 403(b) Pre-approved Plan" shall mean a section 403(b) plan the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.

(h) "Year of Service," for purposes of determining Includible Compensation, shall mean each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of Years of Service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period. A Year of Service shall also include all years of Denominational Service.

ARTICLE VIII

NONDISCRIMINATION REQUIREMENTS

Notwithstanding any provisions of the Plan to the contrary, the provisions of this Article VIII shall apply only to Employers participating in the Plan that are not Churches or QCCOs.

8.01 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 or a QCCO must meet the applicable nondiscrimination rules imposed by Code section 403(b)(12)(A).

(b) Notice. To the extent required by applicable law and at least once during each Plan Year, each Employer that is not a Church or a QCCO must provide each Employee with notice of the Employee's effective opportunity to enter into a Salary Reduction Agreement with the Employer.

(c) Eligibility for Elective Deferrals. Each Employee who is not excluded pursuant to one of the exclusions described in Section 8.01(d), as elected by the Employer in the applicable provisions of the Adoption Agreement, may, in accordance with Section 4.01(b) and the Plan Administrator's reasonable procedures for Plan entry, elect to have Elective Deferrals made on his or her behalf upon becoming employed by the Employer. A Participant who is eligible to make Elective Deferrals shall be permitted to have Elective Deferrals made on his or her behalf up to the lesser of the applicable limits in Treasury Regulation section 1.403(b)-4(c) (including any permissible catch-up Elective Deferrals under Treasury Regulation section 1.403(b)-4(c)(2)).

For purposes of this Section 8.01(c), the Plan's procedures will be deemed to be reasonable if such procedures provide for notice of the right to defer no later than 30 days after commencement of employment, allow the Participant to make an election up to 30 days after notice is provided, and provide that the Participant's election will be effective as soon as administratively practicable.

(d) Permitted Eligibility Restrictions for Elective Deferrals. For purposes of determining eligibility to make Elective Deferrals to the Plan, an Employer that is not a Church or a QCCO shall be permitted to impose the following exclusions in its Adoption Agreement 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 Regulation 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 the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year beginning immediately after the 12-month period beginning on the date the Employee's employment commenced with the Employer shall then be eligible to have Salary Reduction Contributions and Roth Contributions made on his or her behalf under 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 8.01(d)(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); and (iii) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same hours of service will not be credited both under (i) or (ii), as the case may be, and under (iii). Hours credited under (iii) will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made. Hours of service will be credited for employment with Related Employers.

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.

(e) Testing Elections.

(1) Combination of Limitations. The Plan Administrator may comply with the limitations of this Article VIII by combining contributions under an Employer's Plan with contributions under any other defined contribution plan maintained by an Employer or a Related Employer. Such combination shall be done in compliance with such guidelines, if any, established by the Secretary of the Treasury.

(2) Other Operational Elections. For purposes of satisfying the applicable coverage and nondiscrimination requirements under the Code, the Plan Administrator may apply any testing election available under the Code, Treasury regulations or other applicable guidance, and may apply a combination of remedies and elections as necessary to confirm compliance with such requirements.

8.02 Limitations on Matching Contributions.

If the Employer is not a Church or a QCCO, this Section 8.02 shall apply for any Plan Year in which the Employer has not elected in the applicable Adoption Agreement to have the Safe Harbor Option set forth in Section 8.04 (or 8.05) apply for that Plan Year.

(a) Prior Year Testing. The Actual Contribution Percentage (ACP) for a Plan Year for Participants who are Highly Compensated Employees for each Plan Year and the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year must satisfy one of the following tests:

(1) 1.25 test. The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year, multiplied by 1.25; or

(2) 2 percent test. The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by two, provided that the ACP for Participants who are Highly Compensated Employees does not exceed the ACP for Participants who were Non-Highly Compensated Employees in the prior Plan Year by more than two percentage points.

For the first Plan Year this Plan permits any Participant to make after-tax employee contributions, provides for Matching Contributions or both, and this is not a successor plan, for purposes of the foregoing tests, the prior year's Non-Highly Compensated Employees' ACP shall be 3 percent unless the Employer has elected in the Adoption Agreement to use the Plan Year's ACP for these Participants.

(b) Current Year Testing. If elected by the Employer in the Adoption Agreement, the ACP tests in Sections 8.06(a)(1) and (2), above, will be applied by comparing the current Plan Year's ACP for Participants who are Highly Compensated

Employees for each Plan Year with the current Plan Year's ACP for Participants who are Non-Highly Compensated Employees. Once made, the Employer can elect Prior Year Testing for a Plan Year only if the Plan has used Current Year Testing for each of the preceding 5 Plan Years (or if lesser, the number of Plan Years the Plan has been in existence) or if, as a result of a merger or acquisition described in Code section 410(b)(6)(C)(i), the Employer maintains both a plan using Prior Year Testing and a plan using Current Year Testing and the change is made within the transition period described in Code section 410(b)(6)(C)(ii).

(c) Special Rules.

(1) A Participant is a Highly Compensated Employee for a particular Plan Year if the Participant meets the definition of Highly Compensated Employee in effect for that Plan Year. Similarly, a Participant is a Non-Highly Compensated Employee for a particular Plan Year if the Participant does not meet the definition of a Highly Compensated Employee in effect for that Plan Year.

(2) For purposes of this section, the Contribution Percentage for any Participant who is a Highly Compensated Employee and who is eligible to have Contribution Percentage Amounts allocated to accounts under two or more plans or arrangements described in Code section 401(a) or 403(b) that are maintained by the Employer, shall be determined as if the total of such Contribution Percentage Amounts was made under each plan and arrangement. If a Highly Compensated Employee participates in two or more such plans or arrangements that have different plan years, all Contribution Percentage Amounts made during the Plan Year under all such plans and arrangements shall be aggregated. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code section 401(m).

(3) In the event that this Plan satisfies the requirements of Code sections 401(m), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this section shall be applied by determining the ACP of Employees as if all such plans were a single plan. If more than ten percent (10%) of the Employer's Non-Highly Compensated Employees are involved in a plan coverage change as defined in Treasury Regulation section 1.401(m)-2(c)(4), then any adjustments to the Non-Highly Compensated Employees' ACP for the current year will be made in accordance with such Regulations. Plans may be aggregated in order to satisfy Code section 401(m) only if they have the same Plan Year and use the same ACP testing method.

(4) For purposes of the ACP test, Matching Contributions and Qualified Nonelective Contributions will be considered made for a Plan Year if made no later than the end of the 12-month period beginning on the day after the close of the Plan Year.

(d) Distribution of Excess Aggregate Contributions.

(1) General. Notwithstanding any other provisions in the Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than twelve months after a Plan Year to Affected Participants to whose Accounts such Excess Aggregate Contributions were allocated for such Plan Year. Excess Aggregate Contributions are allocated to the Highly Compensated Employees with the largest Contribution Percentage taken into account in calculating the Actual Contribution Percentage test for the year in which the excess arose, beginning with the largest amount of such Contribution Percentage Amounts and continuing in descending order until all the Excess Aggregate Contributions have been allocated. If such Excess Aggregate Contributions are distributed more than two and one half (2½) months after the last day of the Plan Year in which such excess amounts arose, a ten percent (10%) excise tax will be imposed on the Employer maintaining the Plan with respect to those amounts (except as provided in Section 4.09(f). Excess Aggregate Contributions will be treated as Annual Additions under the Plan even if distributed. Notwithstanding the foregoing, and in accordance with the requirements of Treasury Regulation section 1.401(m)-2(b)(3)(v)(B), any matching contributions attributable to excess contributions, Excess Aggregate Contributions and excess deferrals may be forfeited to avoid a violation of Code section 401(a)(4).

(2) Determination of Income or Loss. Excess Aggregate Contributions shall be adjusted for any income or loss. The income or loss allocable to Excess Aggregate Contributions allocated to each Affected Participant is the income or loss allocable to the Affected Participant's Matching Contribution account, and, if applicable, Qualified Nonelective Contribution account for the Plan Year multiplied by a fraction, the numerator of which is such Affected Participant's Excess Aggregate Contributions for the year and the denominator is the Affected Participant's Accumulated Benefit(s) attributable to Contribution Percentage Amounts without regard to any income or loss occurring during such Plan Year.

(3) Accounting for Excess Aggregate Contributions. Excess Aggregate Contributions allocated to an Affected Participant shall be distributed on a pro-rata basis from the Affected Participant's Matching Contribution account and, if applicable, the Affected Participant's Qualified Nonelective Contribution account.

(e) Qualified Nonelective Contributions.

(1) If elected in the Adoption Agreement, the Employer may make Qualified Nonelective Contributions under the Plan on behalf of Employees.

(2) If the Employer has elected in the Adoption Agreement to use the Current Year Testing method, in lieu of distributing Excess Aggregate Contributions, and to the extent elected by the Employer in the Adoption Agreement, the Employer may make Qualified Nonelective Contributions on behalf of Participants that are sufficient to satisfy the ACP Test.

(3) Qualified Nonelective Contributions will be allocated either to all Participants or only to Participants who are Non-Highly Compensated Employees, as elected by the Employer in the Adoption Agreement, in the ratio which each such Participant's Compensation for the Plan Year bears to the total Compensation of all such Participants for such Plan Year.

(f) Safe Harbor Plans. In accordance with Treasury Regulation section 1.401(m)-1(c)(2), it is impermissible for an Employer to use ACP testing for a Plan Year in which it is intended for the Employer's Plan through its written terms to be a Code section 401(m) safe harbor plan and the Employer fails to satisfy the requirements of such safe harbor for the Plan Year.

8.03 Definitions. For purposes of this Article VIII, the following definitions shall apply:

(a) "Actual Contribution Percentage" ("ACP") means, for a specified group of Participants (either Highly Compensated Employees or Non-Highly Compensated Employees) for a Plan Year, the average of the Contribution Percentages of the Eligible Participants in the group.

(b) "Contribution Percentage" means the ratio (expressed as a percentage) of the Participant's Contribution Percentage Amounts to the Participant's Testing Compensation for the Plan Year.

(c) "Contribution Percentage Amounts" means the sum of Matching Contributions made under the Plan on behalf of the Participant for the Plan Year. If so elected in the Adoption Agreement or pursuant to other election procedures approved by the Plan Administrator, the Employer may include Qualified Nonelective Contributions in the Contribution Percentage Amounts.

(d) "Eligible Participant" means any Participant who is otherwise authorized under the terms of the Plan to receive a Matching Contribution.

(e) "Excess Aggregate Contributions" means, with respect to any Plan Year, the excess of:

(1) The aggregate Contribution Percentage Amounts taken into account in computing the numerator of the Contribution Percentage actually made on behalf of Highly Compensated Employees for such Plan Year, over

(2) The maximum Contribution Percentage Amounts permitted by the ACP test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of their Contribution Percentages beginning with the highest of such percentages).

(3) Such determination shall be made after first determining Excess Elective Deferrals as provided in Section 7.03.

(f) "Matching Contribution" means an Employer contribution made to this Plan on behalf of a Participant on account of a Participant's Elective Deferral under a plan maintained by the Employer.

(g) "Qualified Nonelective Contributions" means contributions (other than Matching Contributions) made by the Employer and are nonforfeitable when allocated to Participants' Accounts in the Plan, and that are distributable only in accordance with the distribution provisions (other than for hardships) applicable to Elective Deferrals. Effective for Plan Years beginning on or after July 20, 2018, a Qualified Nonelective Contribution must be nonforfeitable and subject to the distribution restrictions applicable to Elective Deferrals at the time such contribution is allocated to a Participant's Account. Prior to such date, a Qualified Nonelective Contribution was required to be nonforfeitable when made to the Plan.

(h) "Testing Compensation" means any definition of compensation allowable under Code section 414(s) or applicable guidance or regulations issued thereunder. The Plan Administrator may determine on an annual basis (and within its discretion) the components of Testing Compensation, which shall be uniformly applied with respect to the Participants of an Employer (though the Plan Administrator may utilize different definitions of Testing Compensation for different Employers). In determining whether a definition of Testing Compensation satisfies a nondiscriminatory definition of compensation under Code section 414(s), the Plan may use any allowable exclusion under Treasury Regulation section 1.414(s)-1. In addition, a definition of Testing Compensation will satisfy a nondiscriminatory definition of compensation under Code section 414(s) if the definition of compensation qualifies as a reasonable definition of compensation as set forth in Treasury Regulation section 1.414(s)-1(d) and satisfies the additional nondiscrimination testing required under Treasury Regulation section 1.414(s)-1(d)(3). In determining Testing Compensation, the Plan Administrator may take into consideration only the compensation received while the Employee is a Participant under the component of the Plan being tested. Testing Compensation for any Participant shall not exceed $330,000, as adjusted cost of living increases in accordance with Code section 401(a)(17)(B) for periods after January 1, 2023.

8.04 ACP Safe Harbor.

(a) Rules of Application.

(1) If the ACP Safe Harbor option is made available by the Plan Administrator and if elected by the Employer in the Adoption Agreement, the provisions of this section shall apply for the Plan Year and, except as provided in Section 8.04(h), any provisions relating to the ACP test described in Code section 401(m)(2) do not apply. If an adopting Employer switches from the current year ACP Test to the ACP Safe Harbor option (or vice versa), such employer must elect to adopt the ACP Safe Harbor option (or current year ACP Test) after the first day of the Plan Year and no later than 30 days before the last day of the Plan Year to be effective as of the first day of the Plan Year. If the Plan fails the ACP Safe Harbor,

it cannot rely on the current year ACP Test to meet nondiscrimination rules for the year.

(2) To the extent that any other provision of the Plan is inconsistent with the provisions of this Section, the provisions of this Section govern.

(b) Safe Harbor Contributions.

(1) Unless the Employer elects one of the alternatives in the Adoption Agreement (including a QACA as described in Section 8.05), the Adopting Employer will contribute for the Plan Year a Safe Harbor Matching Contribution to the Plan on behalf of each Eligible Employee equal to (i) 100 percent of the amount of the Employee's Elective Deferrals that do not exceed 3 percent of the Employee's Compensation (with respect to the computation period elected by the Employer), plus (ii) 50 percent of the amount of the Employee's Elective Deferrals that exceed 3 percent of the Employee's Compensation but that do not exceed 5 percent of the Employee's Compensation ("Basic Matching Contributions").

(2) The Safe Harbor Contributions and earnings thereon shall be immediately and fully vested.

(3) Except as otherwise provided in the Plan, the Participant's accrued benefit derived from Safe Harbor Contributions may not be distributed earlier than Severance from Employment, age 59½, death, the Participant's becoming Disabled, or termination of the Plan without the establishment or maintenance of another defined contribution plan.

(c) Notice Requirement. At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each Eligible Employee a comprehensive notice of the Employee's rights and obligations under the Plan, written in a manner calculated to be understood by the average Eligible Employee. If an Employee becomes eligible after the 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 90 days before the Employee becomes eligible but not later than the date the Employee becomes eligible.

(d) Election Periods. In addition to any other election periods provided under the Plan, each Eligible Employee may make or modify a deferral election during the 30-day period immediately following receipt of a notice described in Section 8.04(c) above.

(e) Additional Matching Contributions. The Employer may elect to make Additional Matching Contributions pursuant to the terms of the Adoption Agreement, provided that:

(1) The Employer may not make Additional Matching Contributions with respect to a Participant's Elective Deferrals that exceed 6% of the Participant's Compensation;

(2) The amount of any discretionary Additional Matching Contribution allocated to any Participant may not exceed 4% of the Participant's Compensation;

(3) The rate of Additional Matching Contributions may not increase as the rate of Elective Deferrals increases; and

(4) A Highly Compensated Employee may not receive a rate of match greater than any Non-Highly Compensated Employee.

The Employer may elect to apply a vesting schedule to the Additional Matching Contributions.

(f) Definitions. For purposes of this Section 8.04, the following definitions apply:

(1) "ACP Safe Harbor" means the method described in this Section 8.04 for satisfying the ACP test of Code section 401(m)(2).

(2) "Compensation" has the same meaning as defined in Section 2.09, except, for purposes of this Section 8.04, no dollar limit, other than the limit imposed by Code section 401(a)(17)(B), applies to the compensation of a Non-Highly Compensated Employee. In addition, the definition of Compensation used to allocate safe harbor contributions and any additional matching contributions (including safe harbor contributions under a QACA) must be a nondiscriminatory definition of compensation allowable under Treasury Regulation section 1.401(k)-3(b)(2) and Code section 414(s) and regulations thereunder.

(3) "Eligible Employee" means an Employee eligible to make Elective Deferrals under the Plan for any part of the Plan Year or who would be eligible to make Elective Deferrals but for statutory limitations, such as Code sections 402(g) and 415; provided, however, if the Employer elects to apply an age and/or service condition with respect to eligibility to receive Safe Harbor Contributions: (i) the term "Eligible Employee" means an Employee eligible to receive such Safe Harbor Contributions; and (ii) the "otherwise excludable rule" described in Section 8.04(g) will apply.

(4) "Safe Harbor Contributions" means the matching contribution or nonelective contribution designated in the Adoption Agreement that are intended to cause the Employer's Plan to satisfy the ACP Safe Harbor.

(g) Disaggregation of Otherwise Excludable Employees. If the Employer elects to apply an age and/or service condition with respect to eligibility to receive Safe Harbor Contributions, for purposes of satisfying: (i) the nondiscrimination requirements under Code section 401(m); and (ii) the coverage requirements under Code section 410(b)(1), the Employer's Plan will, pursuant to Treasury Regulation section 1.401(m)-1(b)(4)(iv), be treated as two separate arrangements, one comprising all Eligible Employees who have met the minimum age and service requirements of Code section 410(a)(1) and one comprising all Eligible Employees who have not met the minimum age

and service requirements of Code section 410(a)(1). With respect to Eligible Employees who have met the minimum age and service requirements of Code section 410(a)(1), the Plan will satisfy the nondiscrimination requirements of Code section 401(m) through compliance with the ACP Safe Harbor. With respect to Eligible Employees who have not met the minimum age and service requirements of Code section 410(a)(1), the Plan shall satisfy the nondiscrimination requirements of Code section 401(m) through compliance with the ACP test as described in Section 8.02, if applicable. The minimum age and service requirements of Code section 410(a)(1) are referenced solely for the purpose of defining the two separate arrangements contemplated by this Section 8.4(g) to perform applicable coverage and nondiscrimination testing. As a nonelecting "church plan," as defined in Code section 414(e) and ERISA section 3(33), this Plan is not subject to the minimum age and service requirements described in Code section 410(a)(1), pursuant to Code section 410(c)(1).

(h) Exiting Safe Harbor Contributions. The Employer may amend its Adoption Agreement during a Plan Year to reduce or eliminate Safe Harbor Contributions on a prospective basis, provided the following conditions are satisfied:

(1) The Employer is operating at an economic loss as described in Code section 412(c)(2)(A) for the Plan Year or the notice provided under Section 8.04(c) includes a statement that the Plan may be amended during the Plan Year to reduce or suspend Safe Harbor Contributions and that the reduction or suspension will not apply until at least 30 days after all Participants are provided with notice of the reduction or suspension;

(2) All Participants are provided a supplemental notice that explains the consequences of the amendment, the procedures for changing their Elective Deferral elections and, of applicable, After-Tax Contributions elections; and the effective date of the amendment;

(3) The reduction or suspension of Safe Harbor Contributions is effective no earlier than the later of: (i) the date the amendment is adopted; or (ii) 30 days after the Employer gives notice of the amendment;

(4) Participants are given a reasonable opportunity and period prior to the reduction or suspension of Safe Harbor Contributions to modify their Elective Deferrals elections, and if applicable, After-Tax Contributions elections;

(5) The Plan is subject to the ACP test for the entire Plan Year in which the reduction or suspension occurs using the Current Year Testing method; and

(6) The Plan satisfies the requirements of this Section 8.04 and, if applicable, 8.05, other than this Section 8.04(h), with respect to amounts deferred through the effective date of the amendment.

(i) Delayed Election of Safe Harbor Nonelective Contributions. The Employer during any Plan Year may elect to utilize the ACP Safe Harbor for that Plan Year, provided:

(1) The Plan is using Current Year Testing;

(2) The Employer elects to satisfy the Safe Harbor Contribution requirement using the Safe Harbor Nonelective Contribution;

(3) The Employer amends the Plan to add such Safe Harbor Contribution not later than 30 days prior to the end of the Plan Year, computed with regard to the entire Plan Year;

(4) The Plan Administrator provides a notice ("maybe notice") to Participants prior to the beginning of the Plan Year for which the safe harbor amendment may become effective, that the Employer later may elect to become a safe harbor plan for that Plan Year using the Safe Harbor Nonelective Contribution and that if the Employer does so, the Employer will provide a supplemental notice to Participants at least 30 days prior to the end of that Plan Year informing Participants of the Employer's election to provide the Safe Harbor Nonelective Contribution for that Plan Year; and

(5) The Employer elects into the ACP Safe Harbor by timely giving the supplemental notice and by amending the Plan as described above and thereby elects not to be subject to the ACP test, regardless of the Employer's Adoption Agreement elections. Except as otherwise specified, the Participant notices described in this Section 8.04(i) also must satisfy the requirements applicable to safe harbor notices under Section 8.04(c).

(j) Mid-Year Changes. A Plan will not fail to satisfy the requirements relating to safe harbor 403(b) plans because of the adoption of a mid-year amendment, unless such amendment is prohibited by Treasury regulation or other guidance.

8.05 Qualified Automatic Contribution Arrangement.

(a) A "QACA" is a safe harbor cash or deferred arrangement with an automatic contribution arrangement that satisfies Section 8.04, as modified by this Section 8.05. If the QACA option is made available by the Plan Administrator and if elected by the Employer in the Adoption Agreement, the provisions of this Section 8.05 regarding Qualified Automatic Contribution Arrangements (QACAs) will apply.

(b) Default Elective QACA Deferrals. Default Elective QACA Deferrals shall be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals. Default Elective QACA Deferrals shall cease when a Covered Employee makes an affirmative election regarding Elective Deferrals. The amount of the Default Elective QACA Deferral 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 the pay period. The Default Percentage (i) must be uniform for all Covered Employees, (ii) cannot exceed 15% of a Covered Employee's Compensation (10% during the "initial period," as described in subsection (1) below), and (iii) must be at least:

(1) 3% during the period that begins on the date the Covered Employee first receives a Default Elective QACA Deferral under the Plan and ends on the last day of the next Plan Year ("initial period");

(2) 4% during the first Plan Year following the initial period,

(3) 5% during the second Plan Year following the initial period, and

(4) 6% during all subsequent Plan Years.

For Plan Years beginning before January 1, 2020, pursuant to Code section 401(k)(13)(C)(iii), the maximum percentage for purposes of subsection (b)(ii) above was 10% instead of 15% (though this Plan did not provide for QACAs prior to the effective date of this restated Plan document).

(c) QACA Safe Harbor Contributions. Unless the Employer elects one of the QACA Safe Harbor Contribution alternatives in the Adoption Agreement, the Employer will contribute to the Plan on behalf of each Covered Employee a QACA Basic Matching Contribution equal to (i) 100% of the amount of the Covered Employee's Elective Deferrals that do not exceed 1% of the Covered Employee's Compensation (with respect to the computation period elected by the Employer), plus (ii) 50% of the amount of the Covered Employee's Elective Deferrals that exceed 1% of the Covered Employee's Compensation but that do not exceed 6% of the Covered Employee's Compensation.

(d) Vesting. The QACA Safe Harbor Contribution must be nonforfeitable for any Participant who completes two years of service creditable for vesting purposes. The vesting percentage applicable to the first year of service will be as elected by the Employer in the adoption agreement.

(e) Notice. Except as provided below, in addition to the requirements set forth in Section 8.04(c), the notice must be provided sufficiently early so that an Eligible Employee has a reasonable period of time after receipt to make an affirmative election including, if applicable, how Elective Deferrals will be invested. Notwithstanding the foregoing, however, Default Elective QACA Deferrals may not begin later than (i) the pay date for the second payroll period that begins after the date the notice is provided; and (ii) the first pay date that occurs at least 30 days after the notice is provided. The notice must advise Covered Employees of the amount of Default Elective QACA Deferrals, and their right under the arrangement to elect not to have Elective Deferrals made on the Covered Employee's behalf (or to elect to have such contributions made at a different percentage), that a Covered Employee can elect not to have Elective Deferrals made (or elect an alternate Elective Deferrals rate), if applicable, determine how Elective Deferrals will be invested in the absence of any affirmative election by the Employee (if applicable), and the Covered Employee's right under Subsection 8.05(f) to make a withdrawal of Default Elective QACA Deferrals.

Effective for Plan Years beginning after December 31, 2019, the notice requirement described in Section 8.04(c) and this Section 8.05(e) shall not apply if the Employer elects

to satisfy the QACA Safe Harbor Contribution requirement by making a QACA Safe Harbor Nonelective Contribution as described in the Adoption Agreement.

(f) Withdrawal of Default Elective QACA Deferrals. Default Elective QACA Deferrals will be eligible for withdrawal in the same manner and according to the same terms as the withdrawal of Default Elective Deferrals under Section 4.09(e).

(g) Definitions. For purposes of this Section 8.05, the following definitions apply:

(1) An "automatic contribution arrangement" is an arrangement under which, in the absence of affirmative election by a Covered Employee, a certain percentage of compensation will be withheld from the Covered Employee's pay and contributed to the Plan as an Elective Deferral.

(2) A "Covered Employee" is a Plan participant identified in the Adoption Agreement as being covered under the QACA.

(3) "Default Elective QACA Deferrals" are the Elective Deferrals contributed to the Plan under the QACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals.

(4) The "Default Percentage" is the percentage of a Covered Employee's compensation contributed to the Plan as a Default Elective QACA Deferral for the Plan Year. The Default Percentage is specified in the Adoption Agreement.

ARTICLE IX

PAYMENTS OF BENEFITS TO PARTICIPANTS

9.01 Payment of Benefits Upon Severance from Employment or Disability.

(a) Contributions Invested in Funding Arrangements Other than MRT. Subject to the limitations in Section 9.08, a Participant shall be entitled to receive benefits in accordance with the terms of the applicable Funding Arrangement following Severance from Employment or upon becoming Disabled.

(b) Contributions Invested in MRT. Subject to the limitations in Section 9.08, a Participant shall be entitled to receive benefits in accordance with the following provisions:

(1) A Participant shall be entitled to receive benefits following Severance from Employment. 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 9.01. Subject to the provisions of Section 10.03 and the minimum distribution requirements of Section 10.04, a Participant may elect at any time to defer the commencement of retirement benefits.

(2) Subject to the provisions of Section 10.03, a Participant who has become entitled to benefits under this Section 9.01 shall be eligible to elect any of the forms of benefits described in Section 10.01. 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 9.01.

9.02 In-Service Distributions. Subject to the distribution restrictions described in Section 9.08, a Participant who is still working for an Employer is eligible to receive benefits in accordance with the terms of the applicable Funding Arrangement. With respect to contributions invested in MRT, a Participant is entitled to receive in-service distributions only as follows:

(a) A Participant who has attained age 59½ may elect to receive retirement benefits under this Section 9.02(a) for as long as such Participant remains an Employee of the Employer.

(b) An election to receive distributions under this Section 9.02 must be filed in accordance with procedures established by the Plan Administrator. A Participant who elects to receive retirement benefits invested in MRT pursuant to this Section 9.02 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 IX.

9.03 Death Benefits. Unless otherwise provided under the terms of the applicable Funding Arrangement, if a Participant dies prior to the commencement of payment of benefits

under Section 9.01, the Participant's Beneficiary shall be entitled to a benefit in accordance with this Section 9.03. Benefits under this Section 9.03 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. With respect to assets held in MRT, the following provisions shall apply:

(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 10.01(b), or a single lump sum, as described in Section 10.01(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 9.03, if any, will be paid in accordance with the provisions of Section 16.05.

9.04 Withdrawal of Rollover Contributions. Notwithstanding any provision in this Plan to the contrary, unless otherwise provided under the terms of the applicable Funding Arrangement, 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.

9.05 Hardship Withdrawals. To the extent permitted under the terms of the applicable Funding Arrangement, a distribution of Elective Deferrals (excluding any interest credits or earnings on such accounts) may be made to a Participant in the event of hardship. A hardship distribution may only be made on account of immediate and heavy financial need of the Participant and where the distribution is necessary to meet the immediate and heavy need.

(a) Immediate And Heavy Financial Need. The following are the only financial needs considered immediate and heavy:

(1) expenses for (or necessary to obtain) for medical care that would be deductible under Code section 213(d) (determined without regard to limitations in Code section 213(a) relating to the applicable percentage of adjusted gross income and recipients of the medical care) provided that, if the recipient of the medical care is not listed in Code section 213(a), the recipient is a primary beneficiary;

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

(3) payment of amount of tuition, related education fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Participant, or the Participant's spouse, children or dependents, or for a primary beneficiary;

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

(5) payments for burial or funeral expenses for the Participant's deceased parent, spouse, child or dependent, or for a deceased primary beneficiary;

(6) expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code section 165 (determined without regard to whether the loss exceeds 10 percent of adjusted gross income and, for hardship distributions on or after January 1, 2019, without regard to Code section 165(h)(5)); and

(7) effective for hardship distributions on or after January 1, 2019, expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency ("FEMA"), if the Participant's principal residence or principal place of employment at the time of the disaster was in an area designated by FEMA for individual assistance with respect to the disaster.

For purposes of this Section, a "primary beneficiary" is an individual named as a beneficiary under the Plan who has an unconditional right to all or a portion of the Participant's account balance under the Plan upon the Participant's death.

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 will be considered necessary to satisfy an immediate and heavy financial need of a Participant only if:

(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 has obtained all other currently available distributions, other than hardship distributions under this Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer; and

(3) Effective for hardship distributions on or after January 1, 2020, the Participant has provided 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 as described in Section 9.05(a)(1)-(7).

A Participant who received a hardship withdrawal under this Section 9.05 before January 1, 2019 was prohibited from making Elective Deferrals under this Plan, and any elective contributions and employee contributions under any other plan of his or her Employer (including all qualified and nonqualified deferred compensation plans maintained by such Employer, but not including health or welfare benefit plans or the mandatory employer contribution portion of any defined benefit plan) for six (6) months following receipt of the hardship withdrawal. This suspension period was eliminated effective as of January 1, 2019.

(c) Additional Provisions Relating to Hardship Distributions From MRT. With respect to assets invested in MRT, 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 under this Section 9.05 first of all or a portion of the Salary Reduction Contributions Account, Roth Contributions Account, and any portion of the Participant's Foreign Missionary Account attributable to Elective Deferrals (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 (including any Employer Contributions and Matching Contributions that are treated as Foreign Missionary Contributions).

9.06 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 9.06.

9.07 Direct Rollovers.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 9.07, 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. The Plan Administrator or, with respect to a Funding Arrangement other than MRT, the Vendor for such Funding Arrangement, may impose a procedural limitation that, if an Eligible Rollover Distribution is less than $500, a Distributee may not make the election described in the preceding sentence to roll over only a portion of the Eligible Rollover Distribution. Subject to the terms of Section 9.16, the Plan will provide a direct trustee-to-trustee transfer of a lifetime income investment distribution (as described in Section 9.16) to an Eligible Retirement Plan.

(b) Definitions. For purposes of this Section 9.07, 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:

(A) 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;

(B) any distribution to the extent such distribution is required under Code section 401(a)(9) (other than amounts that would have been required but for a statutory waiver of the section 401(a)(9) requirements);

(C) any hardship distribution,

(D) the portion of any other distribution(s) that is not includible in gross income;

(E) any distribution(s) that is reasonably expected to total less than $200 during a year;

(F) any corrective distribution of excess amounts under Code sections 402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto;

(G) any loans that are treated as deemed distributions pursuant to Code section 72(p);

(H) a distribution that is a permissible withdrawal from an eligible automatic contribution arrangement within the meaning of Code section 414(w); and

(I) any other distribution that is ineligible to be treated as an Eligible Rollover Distribution under applicable law.

A portion of a 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. However, such portion may be transferred only to either: (a) an individual retirement account or annuity described in Code section 408(a) or 408(b), or a Roth individual retirement account or annuity described in Code section 408A; or (b) a qualified plan or annuity described in Code section 401(a) or 403(a), or a tax-sheltered annuity described in Code section 403(b) that 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.

(2) Eligible Retirement Plan: An Eligible Retirement Plan includes any of the following to the extent that it accepts the Distributee's Eligible Rollover Distribution: a qualified plan described in Code section 401(a); an annuity plan described in Code section 403(a); an annuity contract described in Code section 403(b); an individual retirement account described in Code section 408(a); an individual retirement annuity described in Code section 408(b); a Roth IRA described in Code section 408A; an eligible plan under Code section 457(b) that is maintained by a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code section 414(p). Subject to the requirements described in Code section 408(p)(1)(B), the term Eligible Retirement Plan includes a simple retirement account (as defined in Code section 408(p)(1)) for distributions made after December 31, 2019.

(3) Distributee: A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Participant's nonspouse designated Beneficiary. In the case of a nonspouse designated Beneficiary, the Direct Rollover may be made only to an individual retirement account or annuity described in Code section 408(a) or 408(b) that is established on behalf of the nonspouse Beneficiary and will be treated as an inherited IRA pursuant to the provisions of Code section 402(c)(11).

(4) Direct Rollover: A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(c) Automatic Rollovers. In the event of a mandatory distribution greater than $1,000 (if and to the extent applicable pursuant the terms of the applicable Funding Arrangement), in accordance with the provisions of Section 10.03, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a Direct Rollover to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether a mandatory distribution is greater than $1,000, the portion of the Participant's distribution attributable to any rollover contribution is included.

(d) Roth Contributions.

(1) Notwithstanding any provision of this Section 9.07 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 will only be made to another designated Roth 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).

(2) The Plan will not provide for a Direct Rollover (including an automatic rollover) for distributions from a Participant's Roth Contributions Account, Roth Rollover Contributions Account and Roth Transfer Contributions Account if the amounts of the distributions that are Eligible Rollover Distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Contributions Account, Roth Rollover Contributions Account and Roth Transfer Contributions Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than $200 during a year. However, Eligible Rollover Distributions from a Participant's Roth Contributions Account, Roth Rollover Contributions Account and Roth Transfer Contributions Account are taken into account in determining whether the total amount of the Participant's Accumulated Benefits under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan (if and to the extent applicable pursuant the terms of the applicable Funding Arrangement).

(3) To the extent that the terms of the applicable Funding Arrangement allow a Participant to elect a Direct Rollover of only a portion of an Eligible Rollover Distribution but only if the amount rolled over is at least $500 is applied by treating any amount distributed from the Participant's Roth Contributions Account, Roth Rollover Contributions Account and Roth Transfer Contributions Account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

(e) Written Explanation of Right to Direct Rollover. The Plan Administrator shall be responsible for providing, within a reasonable time period before making an Eligible Rollover Distribution, a written explanation to the Participant that satisfies the requirements of Code section 402(f).

9.08 Limitation on Distributions.

(a) Elective Deferrals and Transfer Contributions. Except as otherwise described herein, 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 9.05;

(1) All amounts attributable to Elective Deferrals, including Elective Deferrals held in the Foreign Missionary Account;

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

(3) 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.

For purposes of this paragraph, a Participant shall be treated as having a Severance from Employment during any period the Participant is performing service in the uniformed services described in Code section 3401(h)(2)(A). A person who elects to receive a distribution pursuant to the preceding sentence may not make an Elective Deferral during the six-month period beginning on the date of the distribution. The available forms of distribution will be based on the terms of the applicable Funding Arrangement.

(b) Limitations for Employer Contributions. Except for a payment pursuant to Sections 16.02 and 16.07 of the Plan, or as otherwise provided under the Plan, Employer Contributions and Employer Matching Contributions may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment or upon the prior occurrence of an event as specified in the Plan document or Adoption Agreement such as after a fixed number of years, attainment of a stated age, or after the Participant becomes Disabled.

9.09 Transfers.

(a) General Provisions. At the direction of the Plan Administrator, and to the extent permitted under the terms of the applicable Funding Arrangement, the Plan may permit a class of Participants and Beneficiaries to have all or any portion of their Accounts transferred to another plan that satisfies section 403(b) of the Code, if such transfer meets the requirements of sections (d) below. Notwithstanding the foregoing, except as specifically provided in Section 9.09(b), 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.

(b) 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 may, upon the Participant's request and the Plan Administrator's consent (and subject to administrative capabilities), have the Participant's entire vested Account, if any, transferred upon commencement of employment with such other Employer. Any such transfer shall meet the requirements of section (d) below.

(c) Transfers by Employer.

(1) Transfers from MRT. Except as specifically provided in Section 9.09(b), the Plan does not permit transfers or exchanges of any portion of a Participant's Account invested in MRT to another plan described in Code section 403(b) or to any other retirement plan while such Participant is actively employed by the Employer. Notwithstanding the foregoing, the Plan Administrator, in its sole discretion, may permit a transfer of a portion of a Participant's Account invested in MRT subject to the requirements of Section 9.09(d).

(2) Transfer from Other Funding Arrangements. To the extent permitted by applicable law and subject to rules and procedures established by the Plan Administrator, an Employer may request a transfer of all Accounts invested in Funding Arrangements other than MRT to another section 403(b) plan that it has established. Any such transfer must comply with the requirements of Section 9.09(d), except for subsection (d)(1)(A).

(d) Transfer Requirements.

(1) The Plan Administrator shall permit the transfer of assets to another plan for the benefit of a Participant or Beneficiary only if:

(A) The Plan provides for direct transfers of assets pursuant to the Adoption Agreement;

(B) The Participant is an employee or former employee of the employer maintaining the transferee plan;

(C) The Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at last equal to the Accumulated Benefit with respect to that Participant or Beneficiary immediately before the transfer; and

(D) The transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor Plan.

(2) The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this section (d) and Treasury Regulation section 1.403(b)-10(b)(3) and to confirm that any other plan involved in the transfer satisfies Code section 403(b).

9.10 Transfers or Mergers Between Church Plans and a 403(b) Plan.

(a) Effective for transfers or mergers occurring after December 18, 2015, Plan-to-plan transfers for a Participant or Beneficiary between this Plan and a church plan (as described in Code section 414(e)) that is either a qualified plan described in Code section 401(a) or a section 403(b) plan (collectively referred to, for purposes of this Section 9.10, as a "Church Plan"), or a merger of this Plan and a Church Plan are permitted if:

(1) The Church Plan and this Plan are maintained by the same church or convention or association of churches within the meaning of Code section 414(e) (including an organization described in Code sections 414(e)(3)(A) or (B)(ii));

(2) Each Participant's or Beneficiary's total accrued benefit immediately after the transfer or merger is equal to or greater than the Participant's or Beneficiary's total accrued benefit immediately before the transfer or merger; and

(3) Each Participant's or Beneficiary's such total accrued benefit is 100% nonforfeitable after the transfer or merger and at all times thereafter.

(b) The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer or merger in accordance with requirements of this Section and Code section 414(z).

(c) For purposes of this Section, the term "accrued benefit" means in the case of a defined benefit plan, the Participant's or Beneficiary's accrued benefit determined under the plan, and in the case of a plan other than a defined benefit plan, the balance of the Participant's or Beneficiary's account under the plan.

(d) 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.

9.11 Contract Exchanges and Custodial Account Exchanges.

(a) Assets Held in MRT. A Participant (or Beneficiary after the Participant's death) is permitted to change the investment of the Participant's Account Balance, in accordance with this Section 9.11. However, with respect to assets held in MRT, an investment exchange to a Vendor that is not eligible to receive contributions is not permitted.

(b) Assets Held in Other Funding Arrangements. With respect to a Plan in which assets are invested in Funding Arrangements in addition to MRT, a Participant or Beneficiary is permitted to change the investment of the Accumulated Benefit among the Vendors of Individual Arrangements approved for use under the Plan to the extent permitted under the Individual Agreements with such Vendors. However, any investment change that includes an investment with a Vendor that is not eligible to receive new contributions (referred to below as an exchange) is not permitted unless the conditions in Subsections 9.11(b)(1) through (3) below are satisfied.

(1) The Participant or Beneficiary must have an Accumulated Benefit immediately after the exchange that is at least equal to the Accumulated Benefit of that Participant or Beneficiary immediately before the exchange (taking into account the Accumulated Benefit of that Participant or Beneficiary under both section 403(b) Annuity Contracts or Custodial Accounts immediately before the exchange).

(2) The exchanged amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed on the transferor plan.

(3) The Employer will enter into an agreement with the receiving Vendor for the other Annuity Contract of Custodial Account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(A) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer to satisfy section 403(b) of the Code, including the following:

(i) The Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 9.08); and

(ii) The Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's Code section 403(b) Annuity Contracts, custodial accounts, or qualified employer plan benefits (to enable the Plan Administrator and/or Vendor to determine the amount of any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules); and

(B) Information necessary in order for any annuity contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:

(i) The amount of any Plan loan that is outstanding to the Participant in order for the Plan Administrator to determine whether an additional Plan loan satisfies the loan limitations of Section 9.12, so that any such additional loan is not a deemed distribution under Code section 72(p)(1); and

(ii) Information concerning the Participant's or Beneficiary's after tax contributions in order for the Plan Administrator and/or Vendor to determine the extent to which a distribution is includible in gross income.

(4) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in Subsection (3) above to the extent the Employer's contract with the Vendor does not provide for the exchange of the information described in Subsection (3) above.

9.12 Loans.

(a) Loans from MRT. To the extent permitted by the Plan Administrator, a Participant may obtain loans from the Participant's Account invested in MRT, subject to the provisions of Section 9.12(c) and any loan policy and/or procedures adopted by the Plan Administrator governing the issuance of loans from MRT. The Trustees have the authority to determine whether loans may be obtained from MRT with respect to any particular Employer.

(b) Loans from Funding Arrangements Other Than MRT. To the extent permitted under the terms of a Funding Arrangement, a Participant or Beneficiary may obtain loans under the Plan, subject to the provisions of Section 9.12(c) and any applicable loan policy and/or procedures governing the issuance of loans from such Funding Arrangement.

(c) All loans must comply with the following provisions:

(1) Loans will bear a reasonable rate of interest.

(2) Loans will be evidenced by a legally enforceable agreement specifying the amount and date of the loan and the repayment schedule

(3) No loan to any Participant can be made to the extent such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of either (i) fifty thousand dollars ($50,000) reduced by the excess, if any, of the highest outstanding balance of loans during the one (1) year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made or (ii) one-half the present value of the Vested accrued benefit of the Participant, or, if greater (and if permitted under the terms of the Funding Arrangement), the total Vested accrued benefit up to ten thousand dollars ($10,000). For purposes of the above limitation, all loans from all plans of the adopting Employer and Related Employers are aggregated.

(4) Any loan shall by its terms require the repayment of principal and interest be amortized in level payments not less frequently than quarterly, over a period not extending beyond five (5) years from the date of the loan. The terms of the Funding Arrangement may apply a longer amortization period if such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant,

(5) An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.

(6) The terms of the governing Funding Arrangement shall determine the method of repayment of loans.

The Administrator will exchange information with Vendors as necessary to coordinate the loan limitations and other requirements of Code section 72(p).

(d) To the extent permitted under the terms of a Funding Arrangement, a loan to a Participant may be made in the event of a federally declared disaster, where resulting legislation or guidance authorizes such a loan to the Participant. The general loan rules set forth above and in Code section 72(p) may be modified pursuant to the resulting legislation or guidance. With respect to MRT, the Trustees have the authority to determine whether loans may be obtained from MRT in the event of a federally declared disaster with respect to any particular Employer.

(e) All Plan loans shall be subject to the requirements of this Section and the requirements, restrictions, terms, and conditions described in any separately adopted loan policy that the Plan Administrator with respect to a Funding Arrangement may adopt from time. Any such loan policy may be modified or amended without the necessity of amending this Plan document.

9.13 In-Plan Roth Rollovers/Transfers.

(a) Definitions. The following definitions apply for purposes of this Section 9.13:

(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 402A(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 9.13.

(2) In-Plan Roth Transfer. Effective for transfers after December 31, 2012, 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 402A(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 9.13.

(b) Right to elect In-Plan Roth Rollover/Transfer. To the extent the Employer's Adoption Agreement allows Participants to make In-Plan Roth Rollover/Transfers, a Participant may make an In-Plan Roth Rollover and/or an In-Plan Roth Transfer from all or a portion of the Participant's vested 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. In Plan Roth Rollover/Transfer does not accelerate or eliminate any distribution rights or restrictions on amounts that a Participant elects to treat as an In-Plan Roth Rollover/Transfer.

9.14 Qualified Birth or Adoption Distributions.

(a) Generally.

(1) Effective for distributions made after December 31, 2019, to the extent permitted under the terms of the applicable Funding Arrangement, a Participant's Elective Deferrals and Employer contributions made on behalf of the Participant may be distributed as a Qualified Birth or Adoption Distribution.

(A) A Qualified Birth or Adoption Distribution is any distribution of up to $5,000 from the Plan to a Participant if made during the 1-year period beginning on the date the child of the Participant is born or the legal adoption by the Participant of an Eligible Adoptee is finalized.

(B) An "Eligible Adoptee" is defined as any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. An individual is physically or mentally incapable of self-support if they are unable to engage in any substantial gainful activity as described in Section 2.11.

(2) A distribution of up to $5,000 for each child can be made with respect to multiple births and adoptions if the distribution is made within the 1-year period following the date on which the children are born, or the adoptions are finalized. The $5,000 limit shall be reduced by Qualified Birth or Adoption Distributions to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a Related Employer.

(3) The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a Qualified Birth or Adoption Distribution unless the Plan Administrator has actual knowledge to the contrary.

(4) A Qualified Birth or Adoption Distribution is not an eligible rollover distribution for purposes of the obligation to permit a direct rollover under Code section 401(a)(31), the notice requirement of Code section 402(f) or the mandatory withholding rules of Code section 3405(c)(1).

(b) Additional Provisions Relating to Qualified Birth or Adoption Distributions From MRT. With respect to assets invested in MRT, as of the effective date of this restated Plan document, 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 Qualified Birth or Adoption Distribution under this Section 9.14 first of all or a portion of the Salary Reduction Contributions Account, Roth Contributions Account, and any portion of the Participant's Foreign Missionary Account attributable to Elective Deferrals (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 (including any Employer Contributions and Matching Contributions that are treated as Foreign Missionary Contributions).

9.15 Federally Declared Disasters.

(a) To the extent permitted under the terms of the applicable Funding Arrangement, a Participant's Elective Deferrals and Employer contributions may be distributed in the event of a federally declared disaster, where resulting legislation or guidance authorizes such a distribution to the Participant.

(b) With respect to assets invested in MRT, the Trustees have the authority to determine whether distributions will be permitted in the event of a federally declared disaster with respect to any particular Employer.

9.16 Lifetime Income Investment Distributions.

(a) To the extent permitted under the terms of the applicable Funding Arrangement, a lifetime income investment held by the Plan may be distributed if the investment can no longer be held as an investment option under the Plan. Distributions must be made within the 90-day period ending on the date when the lifetime income investment is no longer authorized to be held as an investment option under the Plan, and:

(1) the distribution must be made in a direct trustee-to-trustee transfer to an Eligible Retirement Plan; or

(2) the distribution must be in the form of an of an annuity contract purchased for a Participant and distributed by the Plan to a Participant.

(b) For purposes of this Section 9.16, a lifetime income investment is an investment option designed to provide a Participant with election rights:

(1) that are not uniformly available with respect to other investment options under the Plan, and

(2) that are rights to a lifetime income feature available through a contract or other arrangement offered under the Plan. A lifetime income feature is (i) a feature that guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the Participant or the joint lives

of the Participant and the Participant's designated beneficiary, or (ii) an annuity payable on behalf of the Participant under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the Participant and the Participant's designated beneficiary.

With respect to MRT, the Trustees have the authority to determine whether lifetime income investment distributions may be obtained from MRT with respect to any particular Employer.

9.17 Qualified Reservist Distribution.

(a) To the extent permitted under the terms of the applicable Funding Arrangement, a Participant may receive an in-service distribution of Elective Deferrals as a "Qualified Reservist Distribution" or "QRD." For purposes of this Section 9.17, a QRD means a qualified reservist distribution as defined under Code section 72(t)(2)(G)(iii).

(b) A QRD is any distribution to an individual who is ordered or called to active duty after September 11, 2001, if:

(1) the distribution is from Elective Deferrals;

(2) the individual was (by reason of being a member of a reserve component, as defined in section 101 of title 37, United States Code) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and

(3) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period.

(c) With respect to MRT, the Trustees have the authority to determine whether QRDs may be obtained from MRT with respect to any particular Employer.

ARTICLE X

FORMS OF BENEFIT PAYMENT

10.01 Retirement Benefits. A Participant is entitled to receive retirement benefits in accordance with the terms of the applicable Funding Arrangement. With respect to benefits payable from MRT, 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 10.04 and the requirements of Code section 401(a)(9).

(c) 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 X, including in the form of an annuity benefit provided through the purchase of an annuity contract from a licensed insurance company as permitted by the Plan Administrator in its sole discretion. Any such form of payment must satisfy the requirements of Section 10.04 related to required minimum distributions and any other requirements of Code section 401(a)(9) and applicable Treasury Regulations.

10.02 How Benefits Are Paid. A Participant is entitled to receive retirement benefits in accordance with the terms of the applicable Funding Arrangement. With respect to benefits payable from MRT, 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. 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 X.

10.03 Payment of Small Benefits.

(a) To the extent permitted under the terms governing the applicable Funding Arrangement, distributions may be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, if the Participant's Accumulated Benefit (determined, subject to the terms of the applicable Funding Arrangement, without regard to any separate account that holds rollover contributions) does not exceed $5,000 or any lesser amount specified in the Funding Arrangement.

(b) For purposes of assets held in MRT, distributions under this Section 10.03 shall be made only in accordance with this Subsection (b). Notwithstanding any other provision of this Plan, the Plan Administrator may require payment in a lump sum of the value of the Account of any Participant who has a Severance from Employment (pursuant to a procedure established by the Plan Administrator) if the Participant's vested Account

balance (including any Rollover Contributions, Roth Rollover Contributions, Transfer Contributions and Roth Transfer Contributions) does not exceed $5,000. Similar rules apply in the case of a distribution due to a Beneficiary. The Trustees have the authority to determine whether the mandatory provisions of this Subsection (b) apply with respect to any particular Employer, and may provide for an election with respect to such provisions in the Adoption Agreement.

(c) Any mandatory distribution pursuant to this Section 10.03 shall comply with the requirements of Code section 401(a)(31)(B) (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

10.04 Minimum Distribution Requirements.

(a) General Rules Regarding Minimum Distribution Requirements. Effective for Participants turning age 70½ after December 31, 2019 and for the distribution of a Participant's accumulated benefit who dies after December 31, 2019, notwithstanding any other provisions in this Plan, the Plan shall comply with the minimum distribution requirements of Code section 401(a)(9) and the regulations thereunder in accordance with the terms governing each Funding Arrangement, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service. For purposes of applying the distribution rules of Code section 401(a)(9), each Funding Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treasury Regulation section 1.408-8, except as provided in Treasury Regulation section 1.403(b)-6(e). The provisions of this Section 10.04 shall override any distribution options in the Plan inconsistent with the requirements of Code section 401(a)(9).

The Plan Administrator may develop administrative procedures to assist the Plan in complying with the required minimum distribution requirements of Code section 401(a)(9) and applicable regulations.

(b) Impact of Qualifying Longevity Annuity Contract. Pursuant to Treasury Regulation section 1.401(a)(9)-5, Q&A-3 (or any successor provision), for purposes of calculating a Participant's account balance used for determining the Participant's required minimum distribution, such account balance does not include the value of any qualifying longevity annuity contract that is held under the Plan. A qualifying longevity annuity contract is an annuity contract, purchased from an insurance company on or after July 2, 2014, for the benefit of a Participant under the Plan, stating its intent to be a qualifying longevity annuity contract and otherwise meeting the requirements of Treasury Regulation sections 1.403(b)-6(e), 1.401(a)(9)-6 and 1.408-8 (or any successor provisions).) Such contract shall satisfy the minimum distribution requirement in accordance with the terms of such contract as required under Treasury Regulation section 1.401(a)(9)-6, Q&A-17(a)(3) (or any successor provision).

10.05 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 Regulation section 1.401(a)(9)-4 (or any successor provision).

(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.

ARTICLE XI

VALUATION AND ALLOCATION OF EARNINGS

11.01 Valuation. Each Account shall be valued in accordance with the terms of the applicable Funding Arrangement.

11.02 Provisions Applicable to Assets Invested in MRT. With respect to assets in MRT, the provisions of this Section 11.02 shall apply.

(a) 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 Section 11.02, will be based on the unit values of the Investment Funds chosen by the Trustees pursuant to Article VI (and, if available under MRT, the investments selected by the Participant or Beneficiary under a Self-Directed Brokerage Account).

(b) 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 XII

TRUST FUND AND TRUSTEES

12.01 Existence of Trust. Mennonite Church USA has entered into a Trust Agreement with the Trustees to hold the funds accumulated in MRT as administered by the Trustees under the Plan. The provisions of this Article XII shall apply with respect to the Trust Agreement and Trust Fund.

12.02 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.

12.03 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.

12.04 Authority of Trustees and Assets of the Trust Fund. All contributions under this Plan to MRT 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.

12.05 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 XIII

PLAN ADMINISTRATION

13.01 Plan Administration. The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of section 403(b) of the Code. The responsibility for Plan administration functions are set forth in the administrative appendix which is incorporated as part of this Plan. 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 determine whether contributions comply with the applicable limitations.

(c) to determine whether hardship withdrawals and loans comply with applicable requirements and limitations.

(d) to determine that any transfers or rollovers comply with applicable requirements and limitations.

(e) to determine that the requirements of the Plan and Code section 403(b) properly applied, provided that the Employer shall be responsible for determining whether such Employer is a member of a controlled group.

(f) to determine the status and acceptability of domestic relations orders or qualified domestic relations orders under Code section 414(p);

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

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

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

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

(k) 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;

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

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

Administrative functions, including functions to comply with Code section 403(b) and other tax requirements, may be allocated among various persons pursuant to service agreements or other written documents. However, in no case shall administrative functions be allocated to Employees (other than permitting Employees to make investment elections for self-directed accounts). Any administrative functions not allocated to other persons are reserved to the Plan Administrator.

13.02 Role of Trustees. The Trustees shall serve as the administrator of the Plan with respect to assets held in MRT 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 with respect to any portion of the Plan that is invested in a Funding Arrangement other than MRT.

13.03 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.

13.04 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.

13.05 Multiple Vendor Requirements. The following provisions apply to an Employer that utilizes multiple Funding Arrangements under its Plan.

(a) Relationship of Plan to Vendor Contracts. The Employer shall be responsible for ensuring that there is no inconsistency between the terms of this Plan and the terms of any Vendor contract(s) used to provide Funding Arrangements under the Plan. In the event there is any inconsistency, the terms of this Plan document shall control.

(b) Plan Administrator. Notwithstanding the other provisions of Article XIII, the Employer shall be responsible for the administration of its Plan and coordinating compliance with respect to all Vendors and Funding Arrangements under its Plan.

(c) Current and Former Vendors. Each Employer participating in the Plan shall maintain a list of all Vendors included under the Plan as part of an Adoption Agreement.

Each Vendor and the Employer shall exchange such information as may be necessary to satisfy Code section 403(b) or other requirements of applicable law.

13.06 Written Communications. All Plan notices and all Participant or Beneficiary notices, designations, elections, consents or waivers must be in writing (which under Section 13.07 may include the use of an electronic medium) and made in a form the Plan Administrator specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period as permitted by law.

13.07 Use of Electronic Media. The Plan Administrator may use any electronic medium to give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under the Code and other applicable law. A Participant, a Participant's spouse, or a Beneficiary may use any electronic medium to provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent allowed by the Code or other applicable law and permitted by the Plan Administrator. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version.

ARTICLE XIV

CLAIMS PROCEDURE

14.01 Filing of Claim.

(a) Payment of benefits shall be made in accordance with the terms of the applicable Funding Arrangement.

(b) A claim for benefits from MRT shall be made in accordance with the requirements of this Section 14.01(b).

(1) Claims for Benefits. 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.

(2) 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.

14.02 Exhaustion of Administrative Review and Deadline to Commence Legal Action. Any person whose claim has been denied in whole or in part must exhaust the claims procedure provided in this Article (including the arbitration requirement described in Section 14.01(b)(2)) prior to initiating any lawsuit or other legal action with respect to such claim. No lawsuit or other legal action relating to a claim for benefits, to recover benefits under the Plan or to enforce or clarify rights under the Plan (collectively, a "Legal Action") may be brought by any claimant on any matter pertaining to the Plan unless the Legal Action is commenced in the proper forum on or before the last day of the twenty-fourth (24^{th}) month beginning after the date the claimant has received a denial following exhaustion of the claims procedure provided in this Article.

ARTICLE XV

AMENDMENT AND TERMINATION

15.01 Amendment.

(a) Amendment by Sponsor.

(1) 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.

(2) For purposes of reliance on an Opinion Letter issued by the Internal Revenue Service, the Sponsor (or Plan Administrator or its delegate, as applicable) will no longer have the authority to amend the Plan on behalf of an Employer and the Plan will be treated as an individually designed plan with respect to an Employer, where:

(A) The Employer amends the Plan to incorporate a type of plan that is not permitted under the Pre-approved Plan program, as described in Section 6.03 of Revenue Procedure 2021-37;

(B) The Internal Revenue Service, in its sole discretion, determines that the Employer's Plan is an individually designed plan due to the nature and extent of amendments to the Plan;

(C) The Employer chooses to discontinue participation in a section 403(b) pre-approved Plan that has been amended by the Sponsor without substituting another section 403(b) pre-approved Plan; or

(D) The Employer amends the Plan to remove any required provisions as described in section 5 of Revenue Procedure 2021-37 from the Plan.

(b) Amendment by Employer. Each Employer retains the right to change the provisions selected by it in the Adoption Agreement. An Employer that amends the Plan, other than to make one or more of the following amendments, may no longer rely on the Opinion Letter for the Plan and will be considered to have an individually-designed 403(b) plan:

(1) Add sample or model amendments published by the IRS that specifically provide that their adoption will not cause a plan to fail to be identical to the section 403(b) Pre-approved Plan;

(2) Add or change a provision (including choosing among options in the Plan) or to specify or change the effective date of a provision, provided the Employer is permitted to make the modification or amendment under the terms of the section 403(b) Pre-approved Plan, as well as under Code section 403(b);

(3) Amendments that adjust the limitations under Code sections 415, 402(g), 401(a)(17), and 414(q)(1)(B) to reflect annual cost-of-living increases;

(4) Plan language completed by the Employer if the overriding language is necessary to satisfy Code section 415 because of the required aggregation of multiple plans under that section, in accordance with section 5.09 of Revenue Procedure 2021-37;

(5) Interim amendments or discretionary amendments, as described in sections 11 and 12 of Revenue Procedure 2019-39, that are related to a change in the section 403(b) requirements;

(6) Amendments that reflect a change of the Sponsor's name, in which case the Sponsor must notify the IRS, in writing, of the change in name and certify that it still meets the conditions to be a provider described in section 4.21 of Revenue Procedure 2021-37;

(7) Amendments to the administrative provisions in the Plan (such as provisions relating to investments, plan claims procedures, or the Employer's contact information), provided the amended provisions are not in conflict with any other provision of the Plan, still meet the requirements of Revenue Procedure 2021-37, and do not cause the plan to fail to satisfy the section 403(b) requirements; and

(8) Amendments with respect to which a closing agreement under the Audit Closing Agreement Program or a compliance statement under the Voluntary Correction Program of EPCRS has been issued.

(c) Exclusive Benefit Rule. 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.

15.02 Termination.

(a) Termination of MRT. While it is expected that MRT will be continued indefinitely, the Sponsor may terminate MRT at any time. MRT 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 MRT and assume all

obligations under MRT. In such event, such entity shall be treated as the Sponsor for all purposes of this Plan document.

(b) Termination of Contributions. The Employer has no obligation to maintain the Plan for any specific length of time and may discontinue contributions under the Plan at any time without any liability for such discontinuance. The provisions of Section 15.04 govern an Employer's cessation of participation in MRT. The terms of any other applicable Funding Arrangement will govern the cessation of participation in such Funding Arrangement.

(c) Termination of Plan by Employer. The Employer has no obligation to maintain the Employer's Plan for any specific length of time and reserves the right to terminate the Employer's Plan at any time. Upon termination of the Plan with respect to an Employer, all amounts under the Plan with respect to that Employer are subject to the requirements of Section 15.03.

15.03 Distribution upon Termination of MRT or Termination of Plan.

(a) In the event of termination of the Plan pursuant to Section 15.02(c), the interest of each Participant and Beneficiary will become fully vested. Except as provided in Section 15.03(b) below, subject to any restrictions contained in the terms governing the applicable Funding Arrangements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted in the applicable Treasury Regulations.

(b) In the event of a termination of MRT under Section 15.02(a) or a termination of the Plan under Section 15.02(c), with respect to Accounts invested in MRT, the following provisions shall apply:

(1) The Trustees reserve the right 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.

(2) Subject to the discretion of the Trustees, the Trustees may transfer assets held in MRT to another 403(b) plan maintained by the Employer; provided, however, that 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. To affect such a transfer, the Employer (and Participants, if applicable) shall complete such forms as the Plan Administrator deems necessary to ensure that the applicable conditions of the Code

are satisfied. The Trustees may delay any such transfer if they determine, in their sole discretion, that such transfer would jeopardize the interests of any other Participant(s).

15.04 Cessation of Participation in MRT.

(a) An Employer may cease all future contributions to MRT, upon proper written direction to the Trustees. The amounts maintained in Accounts of affected Participants that are invested in MRT shall remain to be used by the Trustees 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 ceases to be an Eligible Organization, the Employer shall immediately notify the Trustees of such fact and shall promptly withdraw from MRT, taking all reasonable steps requested by the Trustees 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 ceases active participation in MRT in accordance with the provisions of this Section 15.04, the Trustees, in their sole and absolute discretion, may transfer the Accounts of those Participants who are currently employed by that Employer directly to an Annuity Contract, Custodial Account or Retirement Income Account that is part of a 403(b) plan maintained by the Employer. To affect such a transfer, the Participant or the Employer (and Participants, if applicable) shall complete such forms as the Plan Administrator deems necessary to ensure that the applicable conditions of the Code are satisfied. The Trustees may 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 Regulation section 1.403(b)-10(b)(3) and any rules and procedures established by the Plan Administrator for such purpose.

(d) An individual Participant who is not eligible to receive a distribution from the Plan will not have the authority to require a transfer of such individual's Account as a result of the Employer's cessation of active participation in MRT.

(e) In the event of a withdrawal pursuant to this Section 15.04, 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 withdrawal 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.

15.05 Involuntary Termination of Employer's Participation in MRT.

(a) The Trustees shall have the right to terminate an Employer's participation in MRT at any time the Trustees determine:

(1) the Employer ceases to be an Eligible Organization, or

(2) the Employer is not timely supplying the information required by the Plan Administrator to administer MRT, is not timely forwarding contributions, or is not otherwise complying with the Employer's responsibilities with respect to MRT.

In the event the Trustees determine to terminate an Employer's participation in MRT, the Employer shall take all reasonable steps as requested by the Trustees to affect such withdrawal.

(b) If an Employer is terminated as an Employer under MRT, the Trust Funds attributable to that Employer and its Employees/Participants shall remain to be used by the Trustees to pay benefits to or on behalf of the affected Participants in accordance with applicable provisions of the Plan, unless the Trustees require that all assets associated with that Employer be removed from the Plan. The Trustees, in their sole and absolute discretion, may transfer assets held in MRT to another 403(b) plan maintained by the Employer; provided, however, that any such transfer must be made in accordance with the requirements of Treasury Regulation section 1.403(b)-10(b)(3) and any rules and procedures established by the Plan Administrator for such purpose. To affect such a transfer, the Employer (and Participants, if necessary) shall complete such forms as the Plan Administrator deems necessary to ensure that the applicable conditions of the Code are satisfied. The Trustees may delay any such transfer if they determine, in their sole discretion, that such transfer would jeopardize the interests of any other Participant(s).

(c) An individual Participant who is not eligible to receive a distribution from the Plan will not have the authority to require a transfer of such individual's Account as a result of the Employer's cessation of active participation in MRT.

(d) In the event of a termination pursuant to this Section 15.05, 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 XVI

MISCELLANEOUS PROVISIONS

16.01 Prohibition Against Diversion. The Plan is intended to be a Retirement Income Account that satisfies the requirements of section 403(b)(9) of the Internal Revenue Code and any Treasury Regulations thereunder. Therefore, subject to the provisions in Code section 414(p) relating to qualified domestic relations orders, it shall be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Retirement Income Account to be used for, or diverted to, purposes 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 (direct or indirect) 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.

16.02 Domestic Relations Orders and Qualified Domestic Relations Orders. If a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Accumulated Benefit awarded to an alternate payee (within the meaning of Code section 414(p)(8)) shall be paid only if such domestic relations order is determined by the Plan Administrator to be a qualified domestic relations order as defined in Code section 414(p).

16.03 Fees and Expenses. The expenses and fees of MRT 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.

16.04 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.

16.05 Missing Participants. The procedure for handling unclaimed benefits will be subject to the terms of the applicable Funding Arrangement. With respect to assets payable under MRT, the provisions of this section 16.05 shall apply. 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.

16.06 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 Section 16.02) 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.

16.07 IRS Levy. Notwithstanding Section 16.06, the Plan Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

16.08 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 16.08 shall completely discharge the obligation for making such payment under the Plan.

16.09 Governing Law and Venue. 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. Any claim or action which may be brought against the Plan, the Mennonite Church USA, the Mennonite Church USA Executive Board, the Plan Administrator (including a third party with whom the Plan Administrator or the Trustees has contracted for Plan administration services), the Trustees, or the Employer and any of their respective members, trustees, officers, directors, agents or employees, with respect to any dispute arising under or in connection with this Plan shall be brought exclusively in a court of competent jurisdiction in or for Elkhart County, Indiana.

16.10 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.

16.11 Limitations on Liability. Neither the Mennonite Church USA, the Mennonite Church USA Executive Board, the Employer, the Plan Administrator (including a third party with whom the Plan Administrator or the Trustees has contracted for Plan administration services), the Trustees, 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.

16.12 Information Provided by the Employee. Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing the Funding Arrangement.

16.13 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.

16.14 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.

16.15 Establishment and Maintenance of Plan. If the Plan is not established by a church, or a convention or association of churches, including an organization described in Code section 414(e)(3)(A), the Plan must be maintained by a church, or a convention or association of churches, including an organization described in Code section 414(e)(3)(A). The preceding sentence is required as a condition of the IRS pre-approved plans program.

16.16 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 Code section 414(u). 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 contributions relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) provided under the Plan had the Participant resumed on the day preceding the Participant's death and then terminated employment on account of death.

MENNONITE CHURCH USA EXECUTIVE BOARD

By: _____

Title: Executive Director

Date: 3-10-25

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) Funding Arrangements Other Than MRT. The availability of Coronavirus-Related Distributions from Funding Arrangements other than MRT was subject to the terms of the applicable Funding Arrangement.

(b) MRT. With respect to assets invested in MRT, 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. Section 4.07(b) of the Plan addresses the repayment of Coronavirus-Related Distributions.

ARTICLE III

3.01 Coronavirus-Related Loans.

(a) General. If and to the extent permitted under the applicable Funding Arrangement, a loan to a Participant or Beneficiary may be treated as a coronavirus-related loan. A coronavirus-related loan is a loan made from the Plan on or after March 27, 2020, and before September 23, 2020, to a qualified individual, as defined in section 2202(a)(4)(A)(ii) of the Coronavirus Aid, Relief, and Economic Security Act, Pub L 116-136 (CARES Act) and Section 1B of Notice 2020-50, which does not exceed the lesser of (1) $100,000 (minus outstanding plan loans of the individual), or (2) the individual's vested benefit under the Plan and other retirement plans maintained by the Employer and Related Employers.

(b) Delay of Repayment. If a loan is outstanding on or after March 27, 2020, and any repayment on the loan is due from March 27, 2020 to December 31, 2020, that due date may be delayed under the Plan for up to one year. Any payments after the suspension period must be adjusted to reflect the delay and any interest accruing during the delay, and the period of delay must be disregarded in determining the 5-year period and the term of the loan under Code sections 72(p)(2)(B) and (C).

(c) MRT. MRT did not permit loans during the time period in which coronavirus-related loans were available. Accordingly, MRT did not provide for treatment of loans as coronavirus-related loans.

INTERIM AMENDMENT #1 TO THE
MENNONITE RETIREMENT 403(B) PLAN
(Cycle 2 Pre-Approved Plan)

THIS AMENDMENT is made and entered into by the Mennonite Church USA, acting 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 (the "Plan"); and

WHEREAS, pursuant to Section 15.01 of the Plan and the terms of the Adoption Agreement entered into by adopting Employers, the Mennonite Church USA has reserved the right to amend the Plan on behalf of all adopting Employers; and

WHEREAS, the Mennonite Church USA desires to amend the Plan to reflect certain plan design changes permitted or required under the Setting Every Community Up for Retirement Enhancement Act of 2019 or the SECURE 2.0 Act of 2022; and

WHEREAS, this interim amendment is intended to qualify as a good-faith amendment to document the Plan's compliance with applicable requirements of Internal Revenue Code ("Code") section 403(b), including requirements provided in the Code, regulations and other Internal Revenue Service guidance.

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

1. Section 7.02(b) of the Plan is amended in its entirety as follows, effective January 1, 2025:

> (a) Age 50 Catch-up Limit. A Participant who is eligible to make Elective Deferrals under this Plan and who will attain age 50 before the end of the calendar year shall be eligible to make an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. Except as provided below, the maximum amount of the age 50 catch-up Elective Deferrals under the Plan for any calendar year is the "applicable dollar amount" established under Code section 414(v)(2)(B)(i), which is $7,500 for 2025, and is adjusted for cost of living increases to the extent provided under Code section 414(v)(2)(C) for periods after 2025. Effective for taxable years beginning after December 31, 2024, for a Participant who would attain age 60, 61, 62, or 63, but would not attain age 64, before the close of a taxable year, the dollar limit on age 50 catch-up Elective Deferrals is increased to the "adjusted dollar amount" described in Code section 414(v)(2)(E), which is the greater of (1) $10,000, or (2) an amount equal to 150% of the "applicable dollar amount" in effect under Code section 414(v)(2)(B)(i) for the applicable year for Participants who are not eligible for the

"adjusted dollar amount." The "adjusted dollar amount" is adjusted for cost-of-living increases to the extent provided under Code section 414(v)(2)(C) for periods after 2025.

In no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

2. The first paragraph of Section 9.05 is amended in its entirety as follows, effective January 1, 2024:

9.05 Hardship Withdrawals. To the extent permitted under the terms of the applicable Funding Arrangement, a distribution of Elective Deferrals (prior to January 1, 2024, excluding any interest credits or earnings on such accounts) may be made to a Participant in the event of hardship. A hardship distribution may only be made on account of immediate and heavy financial need of the Participant and where the distribution is necessary to meet the immediate and heavy need.

3. Section 9.05(c) is amended in its entirety as follows, effective September 1, 2025:

(c) Additional Provisions Relating to Hardship Distributions From MRT. With respect to assets invested in MRT, 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 under this Section 9.05 first of all or a portion of the Salary Reduction Contributions Account, Roth Contributions Account, and any portion of the Participant's Foreign Missionary Account attributable to Elective Deferrals (prior to September 1, 2025, 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 (including any Employer Contributions and Matching Contributions that are treated as Foreign Missionary Contributions).

4. Section 9.05(d) is added to the Plan as follows, effective for Plan Years beginning after December 29, 2022:

(d) Participant Certifications.

(1) Effective for Plan Years beginning after December 29, 2022, as permitted pursuant to Section 312 of the SECURE 2.0 Act of 2022 and applicable guidance thereunder, and to the extent permitted under the terms of the applicable Funding Arrangement, in determining whether a distribution is upon the hardship of a Participant, the Plan Administrator, in the absence of the Plan Administrator's actual knowledge to the contrary, may rely on a written certification by the Participant (including by using a permitted electronic medium) that the

distribution is on account of a financial need of a type that is deemed in regulations prescribed by the Secretary to be an immediate and heavy financial need (as described in Section 9.05(a)) and is not in excess of the amount required to satisfy such financial need, and that the Participant has no alternative means reasonably available to satisfy such financial need.

(2) With respect to assets invested in MRT, the Participant certification provision described in Section 9.05(d)(1) is effective as of September 1, 2025.

5. Section 9.14(b) is amended in its entirety as follows, effective as of the date of adoption of the restated Cycle 2 pre-approved Plan document:

(b) Additional Provisions Relating to Qualified Birth or Adoption Distributions From MRT. With respect to assets invested in MRT, as of the effective date of this restated Plan document, 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 Qualified Birth or Adoption Distribution under this Section 9.14 first of all or a portion of the Salary Reduction Contributions Account, Roth Contributions Account, and any portion of the Participant's Foreign Missionary Account attributable to Elective Deferrals, 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 (including any Employer Contributions and Matching Contributions that are treated as Foreign Missionary Contributions).

6. Section 9.18 is added to the Plan as follows, effective as of January 1, 2024:

9.18 Distribution in Case of Domestic Abuse.

(a) Generally.

(1) As permitted pursuant to Section 314 of the SECURE 2.0 Act of 2022 and applicable guidance thereunder, effective for distributions made after December 31, 2023, to the extent permitted under the terms of the applicable Funding Arrangement, a Participant's Elective Deferrals and Employer Contributions made on behalf of the Participant may be distributed as a Distribution in Case of Domestic Abuse.

(2) A "Distribution in Case of Domestic Abuse" is a distribution made to a Participant during the 1-year period beginning on any date that the Participant is a victim of domestic abuse by a spouse or domestic partner. To be eligible to receive a Distribution in Case of Domestic Abuse, the Participant must certify that a distribution satisfies

the conditions for such distribution to be a Distribution in Case of Domestic Abuse.

(3) For purposes of this Section, the term "domestic abuse" means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.

(4) The amount which may be treated as a Distribution in Case of Domestic Abuse by a Participant from this Plan and any other plans maintained by the Employer (and any member of any controlled group which includes the Employer, determined as provided in Code Section 72(t)(2)(H)(iv)(II)) shall not exceed an amount equal to the lesser of:

(A) $10,000; or

(B) fifty percent of the Participant's total vested Account under the Plan.

The dollar amount described in (A) above will be increased for cost of living adjustments in accordance with Code Section 1(f)(3) for taxable years beginning on or after January 1, 2025.

(5) A Distribution in Case of Domestic Abuse is not an eligible rollover distribution for purposes of the obligation to permit a direct rollover under Code Section 401(a)(31), the notice requirement of Code Section 402(f) or the mandatory withholding rules of Code Section 3405(c)(1).

(b) Recontributions of Distributions in Case of Domestic Abuse. A Participant who received one or more Distributions in Case of Domestic Abuse is entitled to recontribute the distribution(s) (not to exceed the amount of the distributions) at any time during the 3-year period beginning on the day after the date on which such distribution was received, if the Participant is eligible to make a rollover contribution to the Plan at the time of recontribution. A Participant who makes a recontribution to the Plan within the 3-year period described above will be treated as having received the Distributions in Case of Domestic Abuse in an eligible rollover distribution and as having transferred the amount to the Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

(c) Additional Provisions Relating to Distributions in Case of Domestic Abuse From MRT. With respect to assets invested in MRT, as of September 1, 2025, a Participant may elect to receive a Distribution in Case of Domestic Abuse under this Section 9.18 from the Participant's Account subject to

applicable Plan provisions, the provisions of the SECURE 2.0 Act of 2022 and applicable guidance thereunder and any administrative procedures, restrictions or terms established by the Plan Administrator.

7. Section 10.03 is amended in its entirety as follows, effective as of January 1, 2024:

10.03 Payment of Small Benefits.

(a) To the extent permitted under the terms governing the applicable Funding Arrangement, distributions may be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, if the Participant's Accumulated Benefit (determined, subject to the terms of the applicable Funding Arrangement, without regard to any separate account that holds rollover contributions) does not exceed $7,000 ($5,000 for distributions before January 1, 2024) or any lesser amount specified in the Funding Arrangement.

(b) For purposes of assets held in MRT, distributions under this Section 10.03 shall be made only in accordance with this Subsection (b). Notwithstanding any other provision of this Plan, the Plan Administrator may require payment in a lump sum of the value of the Account of any Participant who has a Severance from Employment (pursuant to a procedure established by the Plan Administrator) if the Participant's vested Account balance (including any Rollover Contributions, Roth Rollover Contributions, Transfer Contributions and Roth Transfer Contributions) does not exceed $7,000 ($5,000 for distributions before September 1, 2025). Similar rules apply in the case of a distribution due to a Beneficiary. The Trustees have the authority to determine whether the mandatory provisions of this Subsection (b) apply with respect to any particular Employer, and may provide for an election with respect to such provisions in the Adoption Agreement.

(c) Any mandatory distribution pursuant to this Section 10.03 shall comply with the requirements of Code section 401(a)(31)(B) (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

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

[Signature on following page.]

IN WITNESS WHEREOF, the Mennonite Church USA, acting through the Mennonite Church USA Executive Board, has adopted this amendment to the Plan.

Mennonite Church USA Executive Board

By: Glen A Guyton

Name: Glen Guyton

Title: Executive Director

Date: 3-10-25