

**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 a Church, as defined herein. The Mennonite Retirement 403(b) Plan, as set forth herein, reflects the terms and conditions that with respect to assets held in MRT. The effective date for this amended and restated Mennonite Retirement 403(b) Plan document is September 19, 2018.

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 volume submitter 403(b) plan. Participating Employers can rely on the advisory 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 volume submitter plan (other than by selecting options that are permitted under the pre-approved plan). Employers who have not signed an IRS-Approved Adoption Agreement will not be considered to have a pre-approved volume submitter plan and such Adopting Employers will not be able to rely on the IRS advisory 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.

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, a sub-account may be established based on the source 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, a sub-account may be established based on the source 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. 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. The term “Beneficiary” shall mean the individual(s) or entity(ies), including a trust, charitable organization or estate, designated by a Participant pursuant to, and in accordance with, the rules and procedures established by the Plan Administrator. Participants shall have the right to change, delete from or add to their designated Beneficiaries at any time; provided, however, that any such change, deletion or addition 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.

2.07 Church. The term “Church” means an organization described in Code section 3121(w)(3)(A) that is a Mennonite denomination or any board, division or auxiliary of a Mennonite denomination, whether a civil law corporation or otherwise, and any congregation that is affiliated with a Mennonite denomination, and any other organization that (a) is exempt from tax under Code section 501(c)(3), (b) shares common religious bonds and convictions and historical ties with a Mennonite denomination, and (c) is eligible to participate in a “church plan”

as defined under Section 3(33) of ERISA and Code section 414(e), as amended from time to time.

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. In the case of a Participant who is a minister of a Church, Compensation shall include clergy housing allowance which is excludable from income pursuant to Code section 107. In the case of a self-employed minister, "Compensation" shall mean such minister's net earnings from self-employment. The annual Compensation of each self-employed minister and chaplain taken into account for any year under the Plan shall not exceed \$265,000, as adjusted for the cost of living after 2015 in accordance with Code section 401(a)(17)(B).

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 2.37. 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 Employee. The term “Employee” shall mean the following individuals:

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

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

2.15 Employer.

(a) The term “Employer” means any Church 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 that is designated 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 the 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. The term “Employer” shall also include a self-employed minister of the Church within the meaning of Code section 414(e)(5)(A)(i)(I) who has adopted this Plan by execution of an Adoption Agreement.

2.16 Employer Contributions. The term “Employer Contributions” shall mean those contributions paid by the Employer to the Plan pursuant to Section 4.03.

2.17 ERISA. The term “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

2.18 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.

2.19 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 Section 1.403(b)-3 of the Treasury Regulations. A list of Vendors of Funding Arrangements approved for use, including sufficient information to identify the approved Funding Arrangements, 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. In the case of a Participating Employer that is a church within the meaning of Code section 3121(w)(3)(A), the only permissible Funding Arrangement is MRT.

2.20 Highly Compensated Employee. The term “Highly Compensated Employee” means any Employee who, during the calendar year immediately preceding the Plan Year received Compensation from the Eligible Employer or a Related Employer in excess of \$120,000 (as adjusted by the Secretary of the Treasury for cost of living increases after 2015, in accordance with Code section 414(q)). 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.

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

The determination of a Highly Compensated former Employee is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year, in accordance with section 1.414(q)-1T, A-2 of the Treasury Regulations and IRS Notice 97-45.

2.21 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.

2.22 IRS-Approved Adoption Agreement. The term “IRS-Approved Adoption Agreement” shall mean the Adoption Agreement approved by the IRS for use with a volume submitter 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.

2.23 Matching Contributions. The term “Matching Contributions” shall mean those contributions paid by the Employer to the Plan pursuant to Section 4.04.

2.24 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 403(b) Plans maintained by all Adopting Employers.

2.25 Non-Highly Compensated Employee. The term “Non-Highly Compensated Employee” shall mean any Employee who is not a Highly Compensated Employee.

2.26 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.

2.27 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. 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.

2.28 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.

2.29 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).

2.30 Plan Year. The term “Plan Year” shall mean the calendar year.

2.31 Related Employer. The term “Related Employer” shall mean any entity which is under common control with the Employer under Code section 414(b), (c), (m) and (o). The Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking in to account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654 and any subsequent legislative and regulatory guidance issued by the IRS.

2.32 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 or their beneficiaries as described in section 1.403(b)-9 of the Treasury Regulations.

2.33 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.

2.34 Roth Contributions. The term “Roth Contributions” shall mean those elective deferrals paid by the Employer to the Plan pursuant to Section 4.02.

2.35 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.

2.36 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).

2.37 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). The effective date of a Salary Reduction Agreement must be on or after the first day of employment for such Employee.

2.38 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.

2.39 Severance from Employment. 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, 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 Sections 9.01 and 9.02, with respect to distributions from MRT, “Severance from Employment” shall mean that the Employee no longer has an employment relationship with any employer participating either in this Plan or in the Mennonite Retirement Plan.

2.40 Sponsor. The term “Sponsor” shall mean the Mennonite Church acting through Mennonite Church USA Executive Board.

2.41 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.

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

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

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

2.45 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.

2.46 Vendor. The term “Vendor” shall mean MRT and any other provider of a Funding Arrangement under the Plan.

2.47 Year of Service. For purposes of the vesting provisions in Article V, the term “Year of 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, the Plan entry date 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. To the extent that a Participant makes Elective Deferrals to MRT, the amount of either Salary Reduction Contributions or Roth Contributions for such individual in any Plan Year must be at least \$200. An individual who makes Salary Reduction Contributions or Roth Contributions pursuant to this Section 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. 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.

(2) For purposes of the Salary Reduction Agreement, "Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under Code section 125, 132(f), 401(k), 403(b), or 457(b) (including a Salary Reduction Agreement under the Plan).

(3) Unless otherwise provided under the terms of the applicable Funding 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.

(4) 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.

4.02 Roth Contributions.

(a) General Rules. If permitted under the Employer's Adoption Agreement, a Participant, including a Participant who is a foreign missionary, shall be permitted to defer a specified dollar amount or percentage of the Participant's Compensation as a Roth Contribution. Any Roth Contributions shall be allocated to a separate 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 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. 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.** Notwithstanding the provisions of Section 4.06(a), any amounts that constitute Roth elective deferrals, within the meaning of Code section 402A, shall be accepted by the Plan Administrator only if the Employer has elected in the Adoption Agreement to permit Roth Contributions. The Rollover Contribution 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 described in Code section 408(a); (iii) an individual retirement annuity described in Code section 408(b); (iv) a qualified trust 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 another 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) 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 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 4.07, shall be credited as follows:

(1) Automatic Transfers. Automatic transfers made pursuant to Section 9.10(a) will be allocated to the same contributions accounts from which they were transferred.

(2) Discretionary Transfers. Except as provided in Section 4.07(c)(1), all amounts transferred pursuant to Section 4.07, other than those amounts that constitute Roth elective deferrals, within the meaning of Code section 402A, shall be credited to the Participant's Transfer Contributions Account. Any amounts transferred pursuant to this Section 4.07(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.

4.08 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 4.08 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 4.08, 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 Adopting Employer has so elected in the Adoption Agreement, a Covered Employee's Default Percentage will increase by one percentage point each Plan Year, beginning with the second Plan Year that begins after the Default Percentage first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year

or, if elected in the Adoption Agreement, the first pay period in such Plan Year that begins on or after the date specified in the Adoption Agreement.

(3) Right to Make Affirmative Election. A Covered Employee will have a reasonable opportunity after receipt of the notice described in Subsection 4.08(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 4.08(c) and the notice requirement in Subsection 4.08(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 (90th) day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee.

(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 4.08(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 4.08(e) and any Optional Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Subsection 4.08(e) will be forfeited.

(f) Special Rule for Distribution of Excess Aggregate Contributions. If the Adopting Employer has elected in the Adoption Agreement that all Participants are Covered Employees, then the Plan has until six (6) months (rather than 2½ months) after the end of the Plan Year to distribute Excess Aggregate Contributions (as defined in Section 8.03(e)).

4.09 Automatic Contribution Arrangements. 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 4.09 shall apply and, to the extent that any other provision of the Plan is inconsistent with the provision of this Section 4.09, 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 4.09 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 4.09 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 4.09, in accordance with applicable statutory and regulatory requirements. Such notice must describe the Employee's rights and obligations under this Section 4.09, and

how the contributions under this Section will be invested absent any investment election by the Employee.

4.10 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.

4.11 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 4.11 to reflect any investment losses attributable to such contribution.

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 shall be credited to a separate 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 a Code section 403(b) annuity contract 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 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 nonforfeitable 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 a Code section 403(b) annuity contract 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. Each contribution (and the earnings thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant.

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 an 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-account 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 Annuity Contracts, Custodial Accounts or Retirement Income Accounts (including the MRT).

6.02 Exclusive Benefit. The MRT and each Custodial 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 either MRT or the Custodial 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 in their sole discretion, the Participant (or Beneficiary) shall be entitled to direct the investment only among Investment Options approved by the Trustees. 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. All Investment Funds will be administered and managed by the Trustees. The Trustees, at their discretion, may from time to time change the Investment Funds, delete Investment Funds or offer additional Investment Funds.

(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, 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.

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) (\$53,000, as adjusted for cost of living increases under Code section 415(d)(1)(B) for periods after 2015, 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, 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 Section 7.01(b), 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).

(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) Prototype 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) Prototype 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) Prototype 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) Prototype Plans of the Employer.

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

(f) Coordination of Limitation on Annual Additions where Employer Has Another Section 403(b) Plan that is Not a Prototype 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) Prototype 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 other limitations in the Adoption Agreement.

(g) 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.

(h) Annual Notice to Participants. Effective the year following the year that this pre-approved plan is adopted by the Adopting 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) and 7.02(c), the maximum amount of a Participant's Elective Deferrals under the Plan for any calendar year shall not exceed \$18,000, 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 2015.

(b) Special Section 403(b) Catch-up Limit for Employees with 15 Includible Years of Service. Prior to January 1, 2019, the applicable dollar amount under Section 7.02(a) for any “Qualified Employee” is increased by the least of:

(1) \$3,000;

(2) The excess of (a) \$15,000 over (b) the total Special Section 403(b) Catch-up elective deferrals described in this Section 7.02(b) made for the Qualified Employee by any Employer for prior years; or

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

For purposes of this Section 7.02(b), a “Qualified Employee” means an Employee who has completed at least 15 years of Denominational Service. Elective deferrals made by Participants on or after January 1, 2019 shall no longer be eligible for this 15 Years of Service elective deferral limit.

(c) Age 50 Catch-up Limit. A Participant who is eligible to make Elective Deferrals under this Plan and who 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 dollar amount of the age 50 catch-up elective deferrals for a year is six thousand dollars (\$6,000) and is adjusted for cost of living to the extent provided under the Code for period after 2015.

(d) Coordination. Amounts in excess of the limitation under Section 7.02(a) shall be allocated first to the special section 403(b) catch-up limit under Section 7.02(b) and next as an amount contributed as an age 50 catch-up limit under Section 7.02(c). However, in no event can the amount of the Elective Deferrals for a year be more than the Participant’s compensation for the year.

(e) 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 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 any employer required to be aggregated with that employer under Code sections 414(b) and (c) (taking into account Code sections 415(h), (m) and (o) and section 1.414(c)-5 of the Treasury Regulations.

(d) “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), including differential wage payments under Code section 3401(h) for the most recent period that is a Year of Service. Years of Service shall also include years of Denominational 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 section 1.403(b)-2(b)(8) of the Treasury Regulations. Includible Compensation is determined without regard to community property laws.

(2) For self-employed ministers and chaplains, the amount of Includible Compensation for each Participant taken into account in determining contributions shall not exceed \$265,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B) for periods after 2015.

(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 section 1.403(b)-4(d) of the Treasury Regulations, 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.

(e) "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.

(f) "Section 403(b) Prototype 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.

(g) "Year of Service," for purposes of determining Includible Compensation or Special Catch-Up Contributions described in Section 7.02(b), 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 to only self-employed ministers and chaplains (“Affected Participants”).

8.01 Nondiscrimination Requirements.

(a) Notwithstanding any provisions of the Plan to the contrary, contributions made on behalf of an Affected Participant must meet the applicable nondiscrimination rules imposed by Code section 403(b)(12)(A).

(b) Elective Deferrals. To the extent required by applicable law and at least once during each Plan Year, each Employer must provide each Employee with notice of the Employee’s effective opportunity to enter into a Salary Reduction Agreement with the Employer.

8.02 Limitations on Matching Contributions.

(a) Current Year Testing. The Actual Contribution Percentage (ACP) for each Plan Year and the ACP for Affected Participants who are Highly Compensated Employees for the Plan Year must satisfy one of the following tests:

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

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

(b) Special Rules.

(1) An Affected 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, an Affected 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 Affected 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 section 1.401(m)-2(c)(4) of the Treasury Regulations, 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.

(c) Distribution of Excess Aggregate Contributions.

(1) 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. 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 will 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.

(d) 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) In addition, 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 Affected Participants that are sufficient to satisfy the ACP Test.

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

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

(c) “Contribution Percentage Amounts” means the sum of Matching Contributions made under the Plan on behalf of the Affected 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 Affected Participant” means any Affected 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 an Affected Participant on account of an Affected 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 allocated to Affected Participants’ Accounts that the Affected Participants may not elect to receive in cash until distributed from the Plan, that are nonforfeitable when made, and that are distributable only in accordance with the distribution provisions (other than for hardships) applicable to Elective Deferrals.

ARTICLE IX

PAYMENTS OF BENEFITS TO PARTICIPANTS

9.01 Retirement Benefits.

(a) Contributions Invested in Funding Arrangements Other than MRT. Subject to the limitations in Section 9.09, a Participant shall be entitled to receive retirement benefits in accordance with the terms of the applicable Funding Arrangement.

(b) Contributions Invested in MRT. Subject to the limitations in Section 9.09, a Participant shall be entitled to receive retirement benefits in accordance with the following provisions:

(1) A Participant shall be entitled to receive retirement 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 minimum distribution requirements of Section 10.04, a Participant may elect at any time to defer the commencement of retirement benefits.

(2) A Participant who has become entitled to retirement benefits under this Section 9.01 shall be eligible to elect any of the forms of benefits described in Sections 10.01 or 10.02. 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 Pre-Retirement Termination Benefits.

(a) Contributions Invested in Funding Arrangements Other than MRT. A Participant who separates from service with an Employer prior to age 59½ shall be entitled to benefits under Section 10.01 in accordance with the terms of the applicable Funding Arrangement.

(b) Contributions Invested in MRT. With respect to contributions invested in MRT, the following provisions apply:

(1) A Participant who has a Severance from Employment shall be entitled to receive retirement benefits. Benefits under this Section 9.02(b) shall be payable in any of the forms described in Sections 10.01 or 10.02.

(2) A Participant who has become entitled to benefits under this Section 9.02 shall file a written election on a form provided by the Plan Administrator which shall designate the manner and time for payment of such benefits. Pre-retirement termination benefits shall be paid as soon as administratively feasible following the Plan Administrator's receipt of the written election filed pursuant to this Section 9.02.

9.03 Distributions During Working Retirement. Subject to the distribution restrictions described in Section 9.09, 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 sixty-two (62) may elect to receive retirement benefits under this Section 9.03(a) for as long as such Participant remains an Employee of the Employer.

(b) An election to receive distributions under this Section 9.03 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 9.03 shall file a written election on a form provided by the Plan Administrator. Such form shall designate the manner and time for payment of benefits as permitted under this Article IX.

(c) Notwithstanding the foregoing, if the Employer is making Employer Contributions, Employer Matching Contributions, or Missionary Contributions to the Plan on behalf of the Participant at the time the Participant elects to receive retirement benefits under this Section 9.03, the Participant must always maintain a vested balance of at least \$5,000 in the Plan.

9.04 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 or 9.02, the Participant's Beneficiary shall be entitled to a benefit in accordance with this Section 9.04. Benefits under this Section 9.04 shall be payable only upon proper written request, proof of death and the authority of the party or representative requesting such payment being duly presented to the Plan Administrator. 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 10.01(c), 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 9.04, if any, will be paid in accordance with the provisions of Section 16.05.

9.05 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.

9.06 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 shall be limited to the aggregate dollar amount of the Participant's Elective Deferrals (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the Participant. 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 incurred or necessary for medical care that would be deductible under Code section 213 (determined without regard to whether the expenses exceed 7.5% of adjusted gross income) of the Participant, the Participant's spouse or dependents, or the Participant's primary beneficiary as defined in Q&A-5 of IRS Notice 2007-7);

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

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

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

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

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

As soon as practicable after the Plan Administrator receives the Participant's certification that one of the events described above has occurred, the Plan Administrator

will pay to the Participant the amount requested by the Participant that is necessary to meet the need created by the hardship.

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

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

(2) The Participant must have obtained all other distributions, other than hardship distributions, and nontaxable loans currently available under this Plan, if any, or any other plans maintained by the Employer (except to the extent such actions would be counterproductive to alleviating the financial need); and;

(3) All plans maintained by the Employer must provide that the Participant's Elective Deferrals (and employee contributions) will be suspended six (6) months following receipt of the hardship distribution.

(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 9.06 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).

9.07 Designation of Housing Allowance. The Trustees may designate a certain portion, up to 100%, of a retired minister's benefit payments to be paid to said minister from the Plan as a housing allowance under Code section 107, such amount to be determined in the discretion of the Trustees who may take into account the requests of the conference or other organization where the retired minister served as well as the request of any such retired minister and any other factors the Trustees deem pertinent. Only amounts paid to a Participant who is a minister of the gospel and which is eligible to be treated as housing allowance under Code section 107 may be designated as housing allowance under this Section 9.07.

9.08 Direct Rollovers.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 9.08, a Distributee may elect at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an Eligible Retirement Plan specified by

the Distributee in a Direct Rollover. 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.

(b) Definitions. For purposes of this Section 9.08, the following terms shall have the following meanings:

(1) Eligible Rollover Distribution: An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

(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), respectively; (b) a qualified defined contribution plan

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; or (c) a Roth IRA described in Code section 408A.

(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).

(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 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). Also, in this case, the determination of any required minimum distribution under Code section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007 I.R.B. 395.

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

(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.

(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, an explanation to the Participant of the right to elect a Direct Rollover and the income tax withholding consequences of not electing a Direct Rollover. Such explanation must satisfy the requirements of Code section 402(f).

9.09 Limitation on Distributions.

(a) Elective Deferrals and Transfer Contributions. Notwithstanding any other provisions in the Plan to the contrary, except as permitted in the case of excess Elective Deferrals, amounts rolled over into the Plan, a distribution made in the event of hardship, a qualified reservist distribution as defined in Code section 72(t)(2)(G), termination of the Plan, or as may otherwise be provided by law and in regulations or other rules of general

applicability published by the Department of the Treasury or the Internal Revenue Service, a Participant shall not be entitled to a distribution of the following amounts unless such Participant has attained age 59½ (or age 62 with respect to distributions from assets held in MRT), 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 9.06;

(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 may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Employer Contributions and Employer Matching Contributions may not be distributed earlier than the date provided in Section 9.02.

9.10 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 9.10(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) Automatic Transfers to Plan of Church Employer. A Participant who terminates employment with the current Employer and who is subsequently employed by another Employer that has adopted the Code section 403(b)(9) retirement income account program administered by the Trustees under this Plan shall have the Participant's entire

vested Account, 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 9.10(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 9.10(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 9.10(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 least 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 section 1.403(b)-10(b)(3) of the Treasury Regulations and to confirm that any other plan involved in the transfer satisfies Code section 403(b).

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 or 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 9.09; and

(ii) The Vendor notifying the Employer of any hardship withdrawal if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and

(iii) 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 Plan loans and 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 section 72(p)(1) of the Code; 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 Not Permitted. A Participant or Beneficiary is not eligible to borrow any amount from the Participant's Account invested in MRT.

(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. All loans must comply with the following provisions:

(1) No loan 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.

(2) 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,

(3) 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.

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

9.13 In-Plan Roth Rollovers/Transfers.

(a) Definitions. The following definitions apply for purpose 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 402(c)(4)(E). An In-Plan Roth Rollover may be made with respect to amounts that are distributable under the Code, whether or not such amounts are eligible for distribution under the terms of the Plan. In-Plan Roth Rollovers will be administered as provided by IRS guidance and the provisions of this Section 9.13.

(2) In-Plan Roth Transfer. An In-Plan Roth Transfer means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Contributions Account, into an In-Plan Roth Transfer Account, in accordance with Code section 402(c)(4)(E). An In-Plan Roth Transfer may be made only with respect to amounts that are not distributable under the terms of the Plan nor is there a distributable right under the Code. To the extent necessary, sub-accounts may be established based on the source of the In-Plan Roth Transfer. In-Plan Roth Transfers will be administered as provided by IRS guidance and the provisions of this Section 9.13.

(b) Right to elect In-Plan Roth Rollover/Transfer. Effective as of January 1, 2015, and 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. The provisions of this Section 9.13 only apply to the extent that the Employer's Adoption Agreement permits Employees to elect to make Roth Contributions to the Plan.

(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.

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) Annuity Benefit. The Participant may elect to receive an annuity benefit through the purchase of an annuity contract from a licensed insurance company as selected by the Participant in the Participant's sole discretion. If any portion of the Participant's Account is distributed as an annuity, the distribution periods described in this section cannot exceed the periods specified in Treasury Regulations 1.401(a)(9)-6. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&A-1 and Q&A-4 of Treasury Regulation 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Treasury Regulation 1.401(a)(9)-6.

(d) Other Benefit Forms. The Plan Administrator shall have discretion to permit payment of retirement benefits in any other form not specifically described in this Article X, including in the form of an annuity benefit provided through the purchase of an annuity contract from a licensed insurance company as selected by the Trustees in their sole discretion. Any such form of payment must satisfy the requirements of 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, but not without the consent of the Participant or Beneficiary if the Participant's Accumulated Benefit (determined without regard to any separate account that holds rollover contributions) exceeds \$5,000 or any lesser amount specified in the Funding Arrangement ("Small Account Balance"). Any such distribution 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).

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

10.04 Minimum Distribution Requirements.

(a) General Rules Regarding Minimum Distribution Requirements. Notwithstanding any other provisions in this Plan, 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, the Plan shall comply with the minimum distribution requirements of Code section 401(a)(9) and the regulations thereunder in accordance with this Section 10.04. 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 section 1.408-8 of the Treasury Regulations, except as provided in section 1.403(b)-6(e) of the Treasury Regulations. The distribution requirements of this Section 10.04 generally apply to a Participant's entire Accumulated Benefit. To the extent permitted under § 1.403(b)-6(e)(7) of the Treasury Regulations, a Participant's Funding Arrangements under the Plan, or under the Plan and other section 403(b) plans in which the Participant participates as an Employee, may be aggregated and the minimum distribution requirements satisfied by distribution from any one or more of the Funding Arrangements. The provisions of this Section 10.04 shall thus override any distribution options in the Plan inconsistent with the requirements of Code section 401(a)(9).

(b) Required Minimum Distributions. Distribution of the Participant's Accumulated Benefit shall be distributed beginning no later than the Required Beginning Date, over (1) the life of the Participant, (2) the lives of the Participant and spouse, or a Designated Beneficiary if there is no spouse, or (3) a period certain not extending beyond

the life expectancy of the Participant or the joint and survivor expectancy of the Participant and spouse, or Designated Beneficiary if there is no spouse.

(1) If the Participant's Accumulated Benefit is not distributed as an annuity, the amount to be distributed each year, beginning with the calendar year the Participant attains age 70½ or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Accumulated Benefit, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the year. However, if the Participant's sole Designated Beneficiary is the Participant's surviving spouse and such spouse is more than 10 years younger than the Participant, then the distribution period is determined under the Joint and Survivor Table in Q&A-3 of section 1.401(a)(9)-9, using the ages of the Participant and the spouse's birthdays in the year.

(2) If the Participant's Accumulated Benefit is distributed as an annuity, the distribution periods in Section 10.04(a) above cannot exceed the period specified in section 1.401(a)(9)-6 of the Treasury Regulations. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of section 1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6.

(3) The required minimum distribution for the year the Participant attains age 70½ or retires (or the first required annuity payment) can be made as late as the Required Beginning Date, The required minimum distribution (or required annuity payment) for any other year, including the year that contains the Required Beginning Date, must be made by the end of such year.

(c) Death Before the Required Beginning Date or Date Required Annuity Payments Begin. If the Participant dies before the Required Beginning Date (or the date required payments begin, in the case of any annuity), the Participant's entire interest will be distributed at least as rapidly as follows:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the entire interest will be distributed starting by December 31 of the calendar year immediately following the calendar year of the Participant's death, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using the Beneficiary's age as of the Beneficiary's birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance

with paragraph (3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed under the contract option chosen, in the case of an annuity, or over the spouse's remaining life expectancy determined using the spouse's age as of the spouse's birthday in the year of the spouse's death.

(2) If the Participant's Designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by December 31 of the calendar year immediately following the calendar year of the Participant's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of the Designated Beneficiary's birthday in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (3) below.

(3) If there is no Designated Beneficiary, or if applicable by operation of paragraphs (1) or (2) above, the Participant's entire interest, to the extent required by regulations, will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (1) above).

(d) Death on or After Required Beginning Date or Date Required Annuity Payments Begin. If the Participant's Accumulated Benefit is distributed as an annuity and the Participant dies on or after required payments begin, the remaining portion of the Participant's interest will continue to be distributed under the contract option chosen. If the Participant's Accumulated benefit is not distributed as an annuity and the Participant dies on or after the Required Beginning Date, the remaining interest shall be distributed at least as rapidly as follows:

(1) If the Beneficiary is someone other than the Participant's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of the Beneficiary's birthday in the year following the year of the Participant's death, or over the period described in paragraph (3) below, if longer.

(2) If the Participant's sole Designated Beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the spouse's life or over the period described in paragraph (3) below, if longer. Any interest remaining after the spouse's death will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of the spouse's birthday in the year of the spouse's death, or, if the distributions are being made over the period described in paragraph (3) below, over such period.

(3) If there is no Designated Beneficiary, or if applicable by operation of paragraphs (1) or (2) above, the remaining interest will be distributed over the

Participant's remaining life expectancy determined in the year of the Participant's death.

(4) The amount to be distributed each year under paragraphs (1), (2) or (3), beginning with the calendar year following the calendar year of the Participant's death, is the quotient obtained by dividing the value of the Accumulated Benefit as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Treasury Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, the spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Participant's age in the year specified in paragraphs (1), (2) or (3), and reduced by one for each subsequent year.

(e) Except in the case of a distribution as an annuity, the amount to be distributed each year under Section 10.04(c)(1) or 10.04(c)(2) is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Treasury Regulations. If distributions are being made to a surviving spouse as the Designated Beneficiary, the spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in Section 10.04(c)(1) or (2) and reduced by one for each subsequent year. The "value" of the Accumulated Benefit or the "interest" in the annuity includes the amount of any outstanding rollovers and transfers and the actuarial value of any other benefits provided under the annuity such as guaranteed death benefits, to the extent required under applicable regulations.

(f) For purposes of Sections 10.04(c) and 10.04(d) above, the required annuity payments are considered to begin on the Participant's Required Beginning Date or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 10.04(c)(1) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an Annuity Contract meeting the requirements of section 1.401(a)(9)-6 of the Treasury Regulations, or under a Retirement Income Account meeting the requirements of section 1.403(b)-6(e)(5) of the Treasury Regulations, then required annuity payments are considered to begin on the annuity starting date.

(g) Definitions. For purposes of this Section 10.04, the following terms shall have the following meanings:

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 2.06 and is the "designated beneficiary" under Code section 401(a)(9) and Treasury Regulations § 1.401(a)(9)-4.

(2) Required Beginning Date. A Participant's Required Beginning Date is April 1 following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

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 Regulations § 1.401(a)(9)-4.

(d) The Participant provides the Plan Administrator with a list of all the beneficiaries of the trust, along with a description of the portion of the trust to which they are entitled and any conditions related to their entitlement, and certifies that, to the best of the Participant's knowledge, this list is correct and complete and that all the other requirements listed in subsections (a) through (c) have been met. In addition, the Participant must provide the Plan Administrator with a copy of the trust on request.

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

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. With respect to assets in MRT, the provisions of this Article XI shall apply.

11.02 Correction of Prior Incorrect Allocations. Notwithstanding any other provisions in this Plan, with respect to assets in MRT, 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, including whether the Adopting 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.

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.

ARTICLE XV
AMENDMENT AND TERMINATION

15.01 Amendment.

(a) Amendment by Sponsor. 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.

(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 change the choice of options or procedures in the Adoption Agreement or to add certain sample or model amendments published by the Internal Revenue Service which specifically provide that their adoption will not cause the Plan to be treated as individually designed, will no longer participate in this section 403(b) prototype plan and will be considered to have an individually-designed 403(b) plan.

(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.

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

15.03 Distribution upon 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.

15.04 Cessation of Participation in MRT.

(a) An Employer may withdraw from MRT or 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 no longer meets the criteria for participation in MRT, 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 withdraws from 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, a Custodial Account or a Retirement Income Account. To affect such a transfer, the Participant or the Employer shall complete such forms as the Plan Administrator deems necessary to ensure that the applicable conditions of the Code are satisfied. The Trustees shall delay any such transfer if they determine, in their sole discretion, that such transfer would jeopardize the interests of any other Participant(s). Any such transfer must be made in accordance with the requirements of Treasury Regulations section 1.403(b)-10(b)(3) and any rules and procedures established by the Plan Administrator for such purpose.

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 is ineligible to participate in MRT, or

(2) the Employer is not timely supplying the information required by the Plan Administrator to administer 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 terminates participation or is terminated as an Employer under MRT, the Trust Funds attributable to that Employer and its Employees/Participants shall be applied or distributed in accordance with the provisions of the Plan which may be applicable at the time of the Employer's termination. 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.

(c) 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. 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.

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.

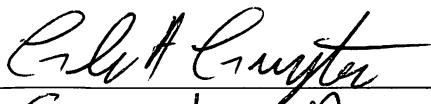
16.11 Limitations on Liability. Neither the Mennonite Church USA, its Executive Board, the Employer, or the Sponsor shall be liable to any person or entity for any of its acts carried out hereunder in good faith and based upon the information available at the time. Only the assets and properties of the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

16.12 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.

16.13 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.

16.14 Military Service. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code. In the case of a Participant who dies while performing qualified military service (as defined in Code section 414(u)) on or after January 1, 2007, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

MENNONITE CHURCH USA EXECUTIVE BOARD

By: 
Title: Executive Director

AMENDMENT TO THE MENNONITE RETIREMENT 403(b) PLAN

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

WHEREAS, pursuant to Section 15.01 of the Plan, the Sponsor retains the authority to amend the Plan and delegates to the Plan Administrator the discretion to amend the Plan to the extent an amendment involves no change in policy and little or no change in cost or benefits; and

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

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

1. Section 9.06(a) of the Plan shall be amended by revising subsection (6) and adding a new subsection (7) as follows:

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

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

2. Section 9.06(b) of the Plan shall be amended by revising subsections (2) and (3) to read as follows:

(2) The Participant must have obtained all other distributions, other than hardship distributions currently available under this Plan, if any, or any other plans maintained by the Employer (except to the extent such actions would be counterproductive to alleviating the financial need); and;

(3) All plans maintained by the Employer must provide that the Participant's Elective Deferrals (and employee contributions) will be suspended for

six months following receipt of the hardship distribution; provided however that, effective as of January 1, 2019, such suspension of employee contributions shall no longer be required.

3. Section 9.11(b)(3)(A)(ii) of the Plan shall be amended in its entirety to read as follows:

(ii) The Vendor notifying the Employer of any hardship withdrawal if the withdrawal results in a six month suspension of the Participant's right to make Elective Deferrals under the Plan; provided however that, effective as of January 1, 2019, such suspension of employee contributions shall no longer be required; and

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

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

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

By: _____

Title: Chairperson

Dated: Sept 10, 2019

AMENDMENT TO THE
MENNONITE RETIREMENT 403(b) PLAN
(Volume Submitter Plan)

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

W I T N E S S E T H:

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

WHEREAS, pursuant to Section 15.01 of the Plan, the Mennonite Church USA has reserved the right to amend the Plan and has delegated to the Plan Administrator the discretion to amend the Plan to the extent that an amendment involves no change in policy and little or no change in cost or benefits; and

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

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

1. Subsection 9.06(b)(3) of the Plan is hereby amended and restated as follows, effective as of January 1, 2020:

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

2. Section 10.04(b)(1) of the Plan is hereby amended in its entirety to provide as follows, with such amendment to be applicable to distributions required to be made after December 31, 2019, with respect to Plan Participants who attain age 70½ after December 31, 2019:

(1) If the Participant’s Accumulated Benefit is not distributed as an annuity, the amount to be distributed each year, beginning with the calendar year the Participant attains age 72 or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the

Accumulated Benefit, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age of the Participant's birthday in the year. However, if the Participant's sole Designated Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Participant, then the distribution period is determined under the Joint and Survivor Table in Q&A-3 of section 1.401(a)(9)-9, using the ages of the Participant and the spouse's birthdays in the year. For Participants who attained age 70½ prior to January 1, 2020, the preceding reference to age 72 shall be replaced with age 70½.

3. Section 10.04(b)(3) of the Plan is hereby amended in its entirety to provide as follows, with such amendment to be applicable to distributions required to be made after December 31, 2019, with respect to Plan Participants who attain age 70½ after December 31, 2019:

(3) The required minimum distribution for the year the Participant attains age 72 or retires (or the first required annuity payment) can be made as late as the Required Beginning Date. The required minimum distribution (or required annuity payment) for any other year, including the year that contains the Required Beginning Date, must be made by the end of such year. For Participants who attained age 70½ prior to January 1, 2020, the preceding reference to age 72 shall be replaced with age 70½.

4. Section 10.04(c)(1) of the Plan is hereby amended in its entirety to provide as follows, with such amendment to be applicable to distributions required to be made after December 31, 2019, with respect to Plan Participants who attain age 70½ after December 31, 2019:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the entire interest will be distributed starting by December 31 of the calendar year immediately following the calendar year of the Participant's death, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using the Beneficiary's age as of the Beneficiary's birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed under the contract option chosen, in the case of an annuity, or over the spouse's remaining life expectancy determined using the spouse's age as of the spouse's birthday in the year of the spouse's death. For Participants who attained age 70½ prior to January 1, 2020, the preceding reference to age 72 shall be replaced with age 70½.

5. Section 10.04(g)(1) of the Plan is hereby amended in its entirety to provide as follows, with such amendment to be applicable to distributions required to be made after December 31, 2019, with respect to Plan Participants who attain age 70½ after December 31, 2019:

(2) Required Beginning Date. A Participant's Required Beginning Date is April 1 following the later of the calendar year in which the Participant attains age 72 or the calendar year in which the Participant retires. For Participants who attained age 70½ prior to January 1, 2020, the reference to age 72 in the preceding sentence shall be replaced with age 70½.

6. Section 10.04(h) is hereby added to the Plan as follows, with such amendment to be applicable to distributions with respect to Participants who die after December 31, 2019 and to certain designated Beneficiaries as described in Section 10.04(h)(1):

(h) Deaths Occurring After December 31, 2019.

(1) Applicability. This Section 10.04(h) applies to Participants who die after December 31, 2019 and shall supersede any contradictory provisions of Section 10.04 with respect to such Participants except as otherwise provided in this Section 10.04(h). If a Participant dies before January 1, 2020 and the Participant's designated Beneficiary dies after January 1, 2020, the provisions of this Section 10.04(h) shall apply to distributions to the beneficiary of the Participant's designated Beneficiary. The intent of this Section 10.04(h) is to reflect compliance with the provisions of Section 401 of the Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE Act") and guidance thereunder and shall be interpreted and applied in a manner consistent with such intent.

(2) No Designated Beneficiary.

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

(ii) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of the September 30 of the year following the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(3) Non-Eligible Designated Beneficiary. If the distributee of a deceased Participant's interest is a designated Beneficiary who is not an Eligible

Designated Beneficiary, the deceased Participant's entire interest will be distributed by December 31 of the calendar year containing the tenth anniversary of the Participant's death.

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

(i) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the entire interest will be distributed starting by December 31 of the calendar year immediately following the calendar year of the Participant's death, or by December 31 of the calendar year in which the Participant would have attained age 72, if later; provided that the surviving spouse Eligible Designated Beneficiary may elect, instead of utilizing the life expectancy method of distribution described in Code Section 401(a)(9)(B)(iii), to have the Participant's entire interest distributed to the surviving spouse Eligible Designated Beneficiary by December 31 of the calendar year containing the tenth anniversary of the Participant's death. For Participants who attained age 70½ prior to January 1, 2020, the preceding reference to age 72 shall be replaced with age 70½.

(ii) If the Participant's Eligible Designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by December 31 of the calendar year immediately following the calendar year of the Participant's death, over the remaining life expectancy of the Eligible Designated Beneficiary, with such life expectancy determined using the age of the Eligible Designated Beneficiary as of the Eligible Designated Beneficiary's birthday in the year following the year of the Participant's death; provided that the Eligible Designated Beneficiary may elect, instead of utilizing the life expectancy method of distribution described in Code Section 401(a)(9)(B)(iii), to have the Participant's entire interest distributed to the Eligible Designated Beneficiary by December 31 of the calendar year containing the tenth anniversary of the Participant's death.

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

(iv) Definition of Eligible Designated Beneficiary.

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

- (1) the Participant's surviving spouse;
- (2) the Participant's child who has not reached the age of majority (as defined for purposes of Code Section 401(a)(9)(F), subject to the provisions of Section 9.06(e)(4)(B);
- (3) an individual who is disabled, as defined in Code Section 72(m)(7);
- (4) a chronically ill individual, as defined in Code Section 401(a)(9)(E)(ii)(IV); and
- (5) an individual not described in (1) – (4) above who is not more than 10 years younger than the Participant.

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

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

(5) Trust. In the case of an applicable multi-beneficiary trust, as such term is defined in Code Section 401(a)(9)(H)(v), the provisions of Code Section 401(a)(9)(H)(iv) shall be applied to determine the application of the rules described in this Section 10.04(h) with respect to such trust.

(6) Qualified Annuity. This Section 10.04(h) shall not apply to any "qualified annuity," as such term is defined in Section 401(b)(4)(B) of the SECURE Act, that was a binding annuity contract in effect on December 20, 2019 and at all times thereafter. Such qualified annuity shall be subject to the rules otherwise provided in this Section 10.04.

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

**MENNONITE RETIREMENT 403(b) PLAN
CARES ACT APPENDIX**

**ARTICLE I
CONSTRUCTION AND DEFINITIONS**

1.01 Effective Date. This CARES Act Appendix is effective as of

March 27, 2020 and shall be interpreted and applied to comply with the Coronavirus Aid, Relief, and Economic Security Act and applicable Internal Revenue Service regulations and guidance.

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

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

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

(b) Qualified Individual.

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

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

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

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

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

(ii) the individual, the individual’s spouse, or a member of the individual’s household was unable to work due to lack of childcare due to

COVID-19;

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

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

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

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

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

(4) For purposes of this Section:

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

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

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

ARTICLE II
CORONAVIRUS-RELATED DISTRIBUTIONS

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

2.02 Repayment of Distribution. A Participant who received a Coronavirus-Related Distribution (from this Plan or another eligible retirement plan, as defined in section 4.06 of the Plan) may make 1 or more contributions to the Plan, as a rollover contribution, in an aggregate amount not to exceed the amount of such Coronavirus-Related Distribution, provided that any such repayment must occur during the 3-year period beginning on the day after the date of receipt of the Coronavirus-Related Distribution.

ARTICLE III
WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS

3.01 Waiver of 2020 Required Minimum Distributions. Notwithstanding Section 10.04, a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code (“2020 RMDs”), and who would have satisfied that requirement by receiving distributions that are equal to the 2020 RMDs did not receive those distributions for 2020 unless the Participant or designated Beneficiary chose to receive such distributions. A Participant or Beneficiary who had elected to receive one or more payments (that include the 2020 RMDs) in a series of substantially equal distributions made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years (“Extended 2020 RMDs”) continued to receive such distributions unless the Participant or designated Beneficiary chose not to receive such distributions. For purposes of the direct rollover provisions of the plan, 2020 RMDs and Extended 2020 RMDs were treated as eligible rollover distributions in 2020.

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

[Signature on following page.]

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

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

By: _____

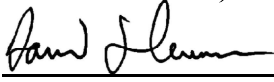
Name: David S. Weaver

Title: Chairperson of the Trustees

Dated: _____

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

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

By: 

Name: David S. Weaver

Title: Chairperson of the Trustees

Dated: 9/10/2021