MRT Retirement 403(b) Plan

Addendum to Adoption Agreement for Eder Retirement Plan Churches and QCCOs

This Addendum is a supplement to the Mennonite Retirement 403(b) Plan Adoption Agreement for Churches and QCCOs (the "Adoption Agreement") as applicable to the Adopting Employer. The elections included in this Addendum will constitute the Adopting Employer's elections for the corresponding sections in the Adoption Agreement. For this document to be effective, it must be attached to a signed Adoption Agreement.

The additional provisions in the Adoption Agreement contain important provisions and elections regarding the operation of the Adopting Employer's plan. Please review this Addendum and the Adoption Agreement carefully.

ADOPTING EMPLOYER ELECTIONS

Please complete the following sections.

1. Adoption Agreement Section I.A., Items 1-4: Employer Information

I. Basic Information

A. Employer Information

1. Name of Employer _____
2. Address of Employer _____

   _____
3. Principal Contact at Employer _____

   E-mail address of Principal Contact _____

   Telephone: _____ Facsimile: _____
4. Employer Identification Number: _____

2. Adoption Agreement Section I.A., Item 5: Eligible Employer Status

The Employer is:

_____ An organization that is exempt from tax under Code section 501(c)(3) and is a Church.

_____ An organization that is exempt from tax under Code section 501(c)(3) and is a Qualified Church-Controlled Organization (QCCO).

3. Adoption Agreement Section I.B., Item 1: Effective Date

This is a new plan with an initial effective date of: _____.

4. Adoption Agreement Section II: Elective Deferrals (Eligibility)

All Employees meeting the eligibility requirements of this Section II may make pre-tax Salary Reduction Contributions and after-tax Roth Contributions to the Plan. All such contributions must be made pursuant to a written, legally binding agreement ("Salary Reduction Agreement") between the Adopting Employer and the Employee and shall apply only with respect to compensation for services rendered to the Adopting Employer by the Eligible Employee which is not currently available prior to the effective date of the Salary Reduction Agreement.

_____ No pre-tax Salary Reduction Contributions or Roth Contributions are permitted.

_____ All Employees are eligible to make pre-tax Salary Reduction Contributions and/or after-tax Roth Contributions.

_____ Only those Employees meeting the eligibility requirements for Matching/Employer Contributions described below may make pre-tax Salary Reduction and after-tax Roth contributions.

5. Adoption Agreement Section V.B, Item 1 and Section V.A., Item 1: Matching and Employer Contribution Eligibility

Please note: The eligibility requirements described in this Section apply to both Matching Contributions and Employer Contributions, to the extent the Adopting Employer has elected to make either type of contribution.

If the Adopting Employer will not make Matching Contributions and/or Employer Contributions, please select the applicable boxes below.

_____ No Matching Contributions will be made.

_____ No Employer Contributions will be made.

Employees of the Adopting Employer will be eligible to receive Matching Contributions and/or Employer Contributions, as applicable, when the following requirements are met:

a. Minimum age _____. (If no minimum age is desired, indicate "None.")

b. Length of service.

_____ Immediately

_____ Have completed months of service (measured from the Employee's date of hire)

(i) For purposes of determining months of service, employment with any other employer (including an employer associated with the Eder Retirement Plan) will not be taken into account.

(ii) If an Employee who meets the eligibility requirements for Matching/Employer Contributions terminates employment and is subsequently rehired by the Adopting Employer, such Employee will become eligible to receive Matching/ Employer Contributions upon the Employee's date of rehire.

c. Be regularly scheduled to work at least _____ hours per week.

d. Employee classifications (Please describe). _____

_____

(Note: The classifications must be definitely determinable and cannot be subject to the discretion of the Adopting Employer. The Adopting Employer must notify the Plan Administrator in writing of the amount of the contribution for each classification.)

The Adopting Employer is responsible for determining whether an individual meets the requirements specified above.

6. Adoption Agreement Section V.B, Item 2: Amount of Matching Contributions

(If providing matching contributions only select one option below)

_____ If a Participant makes a pre-tax Salary Reduction Contribution or Roth Contribution of at least 4% of Compensation for the applicable contribution period, the Adopting Employer will make a Matching Contribution of 11% of the Participant's Compensation for the applicable contribution period.

_____ If a Participant makes a pre-tax Salary Reduction Contribution or Roth Contribution of at least _____% of Compensation for the applicable contribution period, the Adopting Employer will make a Matching Contribution of _____% of the Participant's Compensation for the applicable contribution period.

_____ (Fixed Amount with percentage limit) An amount equal to _____% of each Participant's Elective Deferrals not to exceed _____% of Compensation.

_____ (Fixed Amount with dollar limit). An amount equal to ____% of each Participant's Elective Deferrals with total Matching Contributions not to exceed $_____.

_____ (Discretionary) An amount, if any, to be determined by the Adopting Employer at its discretion. A discretionary Matching Contribution will be allocated to each Participant as a uniform rate established by the Adopting Employer, for example, 100% of deferrals up to a uniform deferral percentage established by the Adopting Employer.

____ Other Formula: _____

Matching Contributions shall be made on Elective Deferrals made on behalf of those Participants who meet the eligibility requirements specified in the "Matching and Employer Contribution Eligibility" section above, and only for those pay periods in which the Participant is regularly scheduled to work the minimum hours required in the "Matching and Employer Contribution Eligibility" section above.

The contribution period for purposes of calculating the amount of Matching Contributions is each payroll period, unless a different election is made in Adoption Agreement Section V.B.3.

7. Adoption Agreement Section V.A, Item 2: Amount of Employer Contributions

(If providing employer contributions, only select one option below)

_____ (Fixed Percentage or Dollar Amount) Employer Contributions in the amount of ____ % of Compensation or a fixed amount of $_____ will be made for each calendar year for all Participants who meet the eligibility requirements specified in the "Matching and Employer Contribution Eligibility" section above, and only for those pay periods in which the Participant is regularly scheduled to work the minimum hours required in the "Matching and Employer Contribution Eligibility" section above.

_____ (Discretionary) Employer Contributions, if any, will be made in an amount to be determined for each calendar year for all Participants who meet the eligibility requirements specified in the "Matching and Employer Contribution Eligibility" section above, and only for those pay periods in which the Participant is regularly scheduled to work the minimum hours required in the "Matching and Employer Contribution Eligibility" section above. Such contributions will be allocated:

____ As a uniform percentage of Participant Compensation.

____ Other:_____

(Note: Must be definitely determinable. If contributions are based on classifications of employees, the Adopting Employer must notify the Plan Administrator in writing of the amount of the contribution for each classification.)

8. Adoption Agreement Section XI, Item A: Authorized Employer Representatives

Until otherwise advised in writing by the Adopting Employer, the Plan Administrator and/or the Trustees may accept the instructions of, or documents signed by, any of the following persons on behalf of the Adopting Employer:

_____ _____

Name Signature

_____ _____

Name Signature

9. Additional information

The following sections do not require an Adopting Employer election but should be reviewed carefully.

Compensation

The Plan's definition of Compensation will apply for purposes of determining contributions, subject to the elections made in Adoption Agreement Section IV.

For purposes of determining the amount of housing allowance that is included in Compensation, in the case of a Participant who is: (i) an Employee of the Adopting Employer, (ii) a minister of the gospel, and (iii) provided the free use of a parsonage, housing allowance will be deemed to be the annual fair rental value of the parsonage.

Status of Plan

The plan as adopted by the Adopting Employer is not considered a pre-approved plan and the Adopting Employer may not rely on the Opinion Letter issued by the Internal Revenue Service with respect to the Mennonite Retirement 403(b) Plan.

Transfer of Eder Retirement Plan Accounts

The Adopting Employer acknowledges and agrees that the assets of the Eder Retirement Plan related to the participant

accounts of the Adopting Employer's current and former employees will be transferred to the Mennonite Retirement 403(b) Plan on a date established by the Plan Administrator of the Mennonite Retirement 403(b) Plan. Such transferred amounts will be subject to the terms of the Mennonite Retirement 403(b) Plan document and procedures established by the Plan Administrator with respect to such amounts.

Employer Authorization

By signing below, you hereby certify that the foregoing list of Funding Arrangements has been authorized by the Adopting Employer and that the Adopting Employer agrees to share information with all Funding Arrangements and with the Trustees of the Mennonite Retirement 403(b) Plan to the extent required by Code section 403(b) and the applicable Treasury Regulations. The Adopting Employer hereby agrees to the provisions of this Addendum.

Adopting Employer

_____

By: _____

Its: _____

and

By: _____

Its: _____

Date signed: _____, 20_____

Accepted on behalf of the Trustees of the Mennonite Retirement 403(b) Plan

By: _____

Title: _____

Date signed: _____, 20_____

Mennonite Retirement 403(b) Plan

Adoption Agreement for Churches and QCCOs

By executing this Adoption Agreement, the undersigned Employer ("Adopting Employer") elects to establish a retirement plan ("Plan") for the benefit of its Employees and make certain elections with respect to the provisions of the Plan. This Adoption Agreement accompanies the Mennonite Retirement 403(b) Plan ("MRT") document and may only be used in conjunction with the MRT plan document. The Plan is intended to be a retirement income account as defined in Code section 403(b)(9).

The Plan consists of the terms, provisions and conditions of the MRT plan document and the Administrative Appendix which are annexed hereto and made a part hereof for all purposes, as the same may be from time to time amended and/or restated, and which is further supplemented by the following Adoption Agreement.

All words and phrases defined in the Plan shall have the same meaning when used in this Agreement.

Note: Failure to properly fill out the Adoption Agreement may result in loss of favorable tax treatment for the Plan.

The Adopting Employer makes the following representations and elections:

I. Basic Information

A. Employer Information

1. Name of Employer See Addendum to Adoption Agreement for Eder Retirement Plan Churches and QCCOs
2. Address of Employer attached for all items in Section I

   _____

3. Principal Contact at Employer _____

   E-mail address of Principal Contact _____

   Telephone: _____ Facsimile: _____

4. Employer Identification Number: _____
5. Eligible Employer Status. The Employer is:

   ☐ An organization that is exempt from tax under Code section 501(c)(3) and is a Church.[1]

   ☐ An organization that is exempt from tax under Code section 501(c)(3) and is a Qualified Church-Controlled Organization (QCCO).[2]

   ☐ An employer of a chaplain (i.e., a minister described in Code section 414(e)(5)(A)(i)(II).)

   ☐ A self-employed minister (i.e., a minister described in Code section 414(e)(5)(A)(i)(I).)

6. Related Employers: For purposes of eligibility to participate in and contribute to the Plan, "Employer" means only the entity named above, unless the "Related Employer Addendum" is completed and submitted with this Adoption Agreement.

[1] The term "Church" means a church, a convention or association of churches, or an elementary or secondary school which is controlled, operated, or principally supported by a church or by a convention or association of churches.

[2] The term "Qualified Church-Controlled Organization" (QCCO) generally includes any church-controlled, tax-exempt organization described in Code section 501(c)(3), that does not generally offer goods, services, or facilities for sale to the general public or receives less than 25% of its support from government sources or receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in related activities or business. If you are not sure if you meet the definition of a QCCO, please consult your legal counsel.

B. Effective Date

1. New Plan.

- Initial Effective Date. _____.
  (This date cannot be earlier than the first day of the first Plan Year in which the Plan is adopted, provided that Elective Deferrals are not permitted before the date the Adoption Agreement is signed.)

2. Restated Plan. *If this is an amendment and restatement to a previous plan, the following effective dates apply:*

- Initial Effective Date. *The Initial Effective Date is the date identified on your previously completed Adoption Agreement. If the Adopting Employer is a QCCO and the Initial Effective Date is a date that is prior to July 1, 2020, the initial date that the Plan can be considered a pre-approved plan with respect to the Employer is July 1, 2020.*
- Restatement Effective Date.
  The effective date of this amendment and restatement of the Plan is _____.
  (This date cannot be earlier than the first day of the current Plan Year.)

☐ **Special Effective Dates.** If any provisions of the Plan are effective as of a date other than the date specified above, please check this box and complete the Special Effective Date Addendum at the end of the Adoption Agreement.

II. Elective Deferrals

All Employees meeting the eligibility requirements of this Item II may make pre-tax Salary Reduction Contributions and after-tax Roth Contributions to the Plan. All such contributions must be made pursuant to a written, legally binding agreement ("Salary Reduction Agreement") between the Adopting Employer and the Employee and shall apply only with respect to compensation for services rendered to the Adopting Employer by the Eligible Employee which is not currently available prior to the effective date of the Salary Reduction Agreement.

☐ No pre-tax Salary Reduction Contributions or Roth Contributions are permitted. (*If this is selected, skip to Section IV.*)

☐ All Employees are eligible to make pre-tax Salary Reduction Contributions and/or after-tax Roth Contributions.

☐ Only those Employees meeting the eligibility requirements for Employer Contributions described in Section IV below may make pre-tax Salary Reduction and after-tax Roth contributions.

☐ Only those Employees meeting the eligibility requirements for Employer Matching Contributions described in Section IV below may make pre-tax Salary Reduction and after-tax Roth contributions.

☒ The following Employees are eligible to make pre-tax Salary Reduction and/or after-tax Roth Contributions (*please describe; any provision added here must be definite and not result in the Plan failing to satisfy the applicable Code section 403(b) requirement*): See Addendum to Adoption Agreement for Eder Retirement Plan Churches and QCCO attached

_____

_____

III. Automatic Contribution Arrangements (Select EACA or ACA)

An Adopting Employer may elect to automatically enroll Employees in the Plan through either of the Automatic Enrollment sections described below (but not both). All such contributions will be considered pre-tax Salary Reduction Contributions.

☒ Automatic enrollment does **NOT** apply. *(If this is selected, skip to Item IV.)*

☐ Automatic enrollment applies. The Plan applies the eligible automatic enrollment provisions set forth in Section 4.09 of the Plan or the automatic enrollment provisions set forth in Section 4.10 of the Plan. The Adopting Employer has determined that automatic enrollment is permissible under applicable law and will provide an annual notice to affected Participants of the automatic election and their right to make a contrary election.

The election to apply automatic enrollment is effective as of: _____ *(Insert effective date. For an EACA, the effective date must be the first day of a Plan Year unless this is the first Plan Year or the EACA is limited to newly eligible employees. For an ACA, the effective date must be no earlier than the first day of the current Plan Year.)*

A. Elections Applicable to EACA

1. Covered Employees. Employees covered under the EACA are (*Check one of the options below*):

☐ All Employees who meet the eligibility requirements of Item II of this Adoption Agreement.

☐ All Employees who meet the eligibility requirements of Item II of this Adoption Agreement and who do not have an affirmative election in effect regarding Elective Deferrals.

☐ All Employees who meet the eligibility requirements of Item II of this Adoption Agreement on or after the effective date of the EACA and who do not have an affirmative election in effect regarding Elective Deferrals.

2. Default Percentage. (*Check one of the options below and insert a percentage or percentages and, if applicable, a date.*)

☐ The Default Percentage is _____%.

☐ The initial Default Percentage is _____% and 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, until the Default Percentage is _____%. *(Insert the highest default percentage that will apply.)* Each increase will be effective with the first pay period that begins in such Plan Year unless a different date is inserted here, in which case the increase will be effective for the first pay period in such Plan Year that begins on or after such date: _____. *(Insert the date of each increase.)*

B. Elections Applicable to ACA

1. Covered Employees. Employees covered under the ACA are (*Check one of the options below, and insert a date if applicable*):

☐ All Employees who meet the eligibility requirements of item II of this Adoption Agreement and who do not have an election in effect regarding Elective Deferrals (all non-contributing employees).

☐ All Employees who meet the eligibility requirements of item II of this Adoption Agreement and are hired on or after _____ *(insert date)* and who do not have an election in effect regarding Elective Deferrals.

2. Default Percentage. (*Check one of the options below and insert a percentage or percentages and, if applicable, a date.*)

☐ The Default Percentage is _____%.

☐ The initial Default Percentage is ____% and 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, until the Default Percentage is ____%. *(Insert the highest default percentage that will apply.)* Each increase will be effective with the first pay period that begins in such Plan Year unless a different date is inserted here, in which case the increase will be effective for the first pay period in such Plan Year that begins on or after such date: _____. *(Insert the date of each annual increase.)*

IV. Compensation

A. Base Definition of Compensation.

For purposes of calculating all contributions to the Plan, the Plan definition of Compensation applies unless the Adopting Employer elects a different definition as provided below. Section 2.09 of the Plan generally provides that Compensation shall mean the total amount of base salary, wages or other payments paid to an Employee by the Adopting Employer for personal services rendered but excluding reimbursement for direct expenses or other non-taxable allowances. In the case of a Participant who is a minister, Compensation includes clergy housing allowance which is excludable from income pursuant to section 107 of the Internal Revenue Code.

Compensation shall not include the following *(select any that apply)*:

■ Bonuses
■ Overtime
☐ Other (*specify; any provision added here must be definite and not result in the Plan failing to satisfy the applicable Code section 403(b) requirement)* _____

_____

Compensation shall include only that compensation which is actually paid to the Participant during the Plan Year and, with respect to any contribution for which the Participant is not eligible for the entire Plan Year, that portion of the Plan Year during which such Employee is eligible to receive such contribution.

B. Amounts Paid After Termination of Employment.

Unless otherwise elected below, Compensation will include the following, provided that payment of such amounts is made by the later of 2½ months after termination of employment with the Adopting Employer or the end of the calendar year that includes the date of termination of employment with the Employer and such amounts would have been included in the definition of Compensation if paid prior to termination of employment. Compensation excludes any other amounts paid after termination of employment (such as severance pay).

1. Regular Compensation. A payment of regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments to the extent such payment would have been made prior to a severance from employment if the Employee had continued in employment with the Employer.
2. Payments for Unused Leave. Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

Compensation shall not include the following amounts paid after termination of employment *(select any that apply):*

☒ Regular Compensation
☒ Payments for Unused Leave

V. Employer Contributions and Matching Contributions

A. Employer Contributions

The Adopting Employer may elect to make Employer Contributions and/or Matching Contributions. The eligibility requirements for each type of contribution do not have to be the same.

1. Eligibility.

The Adopting Employer will make Employer Contributions to the Plan in accordance with the following provisions:

☐ No Employer Contributions will be made. *(If this box is checked, skip to Section C.)*

☒ Employees of the Adopting Employer will be eligible to receive Employer Contributions when the following requirements are met:

a. Minimum age _____. *(If no minimum age is desired, indicate "None.")*

b. Length of service.

☐ Immediately

☐ Have completed _____ months of service (measured from the Employee's date of hire)

(i) For purposes of determining months of service, employment with any other unit of the Church

☐ will ☐ will not

be taken into account. *(Please check the appropriate space.)*

(ii) Unless otherwise elected below, if an Employee who meets the eligibility requirements for Employer Contributions terminates employment and is subsequently rehired by the Adopting Employer, such Employee will become eligible to receive Employer Contributions upon the Employee's date of rehire.

☐ For purposes of eligibility to receive Employer Contributions, an Employee who terminates employment and is rehired will be treated as a new Employee. Service prior to the termination of employment will not be taken into account for determining eligibility service.

c. Be regularly scheduled to work at least _____ hours per week.

d. Employee classifications *(Please describe).* See Addendum to Adoption Agreement for Eder Retirement Plan Churches and QCCO attached

(Note: The classifications must be definitely determinable and cannot be subject to the discretion of the Adopting Employer. The Adopting Employer must notify the Plan Administrator in writing of the amount of the contribution for each classification.)

The Adopting Employer is responsible for determining whether an individual meets the requirements specified above.

2. Amount. *See Addendum to Adoption Agreement for Eder Retirement Plan Churches and QCCO attached

☐ Employer Contributions in the amount of ____ % of Compensation or a fixed amount of $_____ will be made for each calendar year for all Participants who meet the eligibility requirements specified in Section A.1, above, and only for those pay periods in which the Participant is regularly scheduled to work the minimum hours required in Section A.1.cc.

☐ Employer Contributions, if any, will be made in an amount to be determined for each calendar year for all Participants who meet the eligibility requirements specified in Section V.A.1, above, and only for those pay periods in which the Participant is regularly scheduled to work the minimum hours required in Section V.A.1.c. Such contributions will be allocated:

☐ As a uniform percentage of Participant Compensation.

☒ Other:_____

(Note: Must be definitely determinable. If contributions are based on classifications of employees, the Adopting Employer must notify the Plan Administrator in writing of the amount of the contribution for each classification.)

3. Special Rule for Former Employees.

The Adopting Employer may elect to make Employer Contributions on behalf of former Employees up through the end of the fifth year following the Employee's Severance from Employment. This election may be made even if the Adopting Employer does not make Employer Contributions for current Employees.

The Adopting Employer will make Employer Contributions to the Plan to former Employees in accordance with the following provisions:

☐ The Adopting Employer will make contributions on behalf of former Employees. (*If this box is checked, complete all of Section 3.*)

☒ The Adopting Employer will <u>not</u> make contributions on behalf of former Employees. *(If this box is checked, skip to Section B.)*

a. Amount of Employer Contributions.

The Adopting Employer will make Employer Contributions for former Employees as follows:

☐ The Adopting Employer will make contributions in an amount to be determined each year.

☐ Fixed Percentage. The Adopting Employer will make contributions each Plan Year in an amount equal to _____% of each Participant's Compensation in the final year of employment.

☐ Fixed Dollar Amount. The Adopting Employer will make Employer Contributions each Plan Year in an amount equal to $____.

b. Duration.

The Adopting Employer will make Employer Contributions in the amount elected in paragraph 3.a above for _____ years following the year in which the Employee has a Severance from Employment. *(Fill in a number of years that is no more than 5.)*

c. Eligibility for Employer Contributions.

The following former Employees will be eligible for Employer Contributions:

☐ All former Employees who were Participants in the Plan on the date of their Severance from Employment.

☐ Only the following classifications of former Employees will be eligible for Employer Contributions (*please describe*): _____

_____

The Adopting Employer is responsible for determining whether an individual meets the requirements specified above.

The Adopting Employer acknowledges that contributions for Participants who have terminated employment are subject to the Code section 415 limitations on the amount of such contributions, as applicable to former Employee contributions. To comply with such limitations, contributions must be determined on a monthly basis and such monthly amount may not exceed 1/12 of the Participant's Includible Compensation during the Participant's most recent year of service (ending with the month prior to the Participant's termination of employment). The Adopting Employer is responsible for compliance with these limitations and should contact Everence prior to making such contributions.

B. Matching Contributions

1. Eligibility.

☐ No Matching Contributions will be made.

☐ Matching contributions will be made only for employees who meet the eligibility requirements for Employer Contributions described in A.1 above.

☒ Employees of the Adopting Employer will be eligible to receive Matching Contributions when the following requirements are met:

a. Minimum Age _____. *(If no minimum age is desired, indicate "None.")*

b. Length of Service.

☐ Immediately

☐ Have completed _____ months of service (measured from the Employee's date of hire)

(i) For purposes of determining months of service, employment with any other unit of the Church
☐ will ☐ will not
be taken into account. *(Please check the appropriate space.)*

(ii) Unless otherwise elected below, if an Employee who meets the eligibility requirements for Matching Contributions terminates employment and is subsequently rehired by the Adopting Employer, such Employee will become eligible to receive Matching Contributions upon the Employee's date of rehire.

☐ For purposes of eligibility to receive Matching Contributions, an Employee who terminates employment and is rehired will be treated as a new Employee. Service prior to the termination of employment will not be taken into account for determining eligibility service.

c. Be regularly scheduled to work at least _____ hours per week.

d. Employee Classifications *(Please describe)*.

See Addendum to Adoption Agreement for Eder Retirement Plan Churches and QCCO attached

(Note: The classifications must be definitely determinable and cannot be subject to the discretion of the Adopting Employer.)

The Adopting Employer is responsible for determining whether an individual meets the requirements specified above.

2. Amount. *See Addendum to Adoption Agreement for Eder Retirement Plan Churches and QCCO attached

The Adopting Employer will make Matching Contributions with respect to a Participant's Elective Deferrals as follows:

☐ Fixed Amount (with percentage limit). An amount equal to _____% of each Participant's Elective Deferrals not to exceed _____% of Compensation.

☐ Fixed Amount (with dollar limit). An amount equal to ____% of each Participant's Elective Deferrals with total Matching Contributions not to exceed $_____.

☐ Discretionary Amount. An amount determined by the Adopting Employer at its discretion. A discretionary Matching Contribution will be allocated to each Participant as a uniform rate established by the Adopting Employer, for example, 100% of deferrals up to a uniform deferral percentage established by the Adopting Employer.

☐ Other Formula. (*Please attach a separate schedule describing the method for determining Matching Contributions. The method must be definitely determinable.*)

Matching Contributions shall be made on Elective Deferrals made on behalf of those Participants who meet the eligibility requirements specified in Section V.B.1, above, and only for those pay periods in which the Participant is regularly scheduled to work the minimum hours required in Section V.B.1.c.

3. Contribution Period for Matching Contributions.

The contribution period for purposes of calculating the amount of Matching Contributions is:

■ Each payroll period.

☐ Each calendar month.

☐ Each Plan Year quarter.

☐ Each Plan Year.

If calendar month, Plan Year quarter, or Plan Year is selected above, the Adopting Employer must calculate the Matching Contribution required with respect to the full contribution period, taking into account the Participant's Elective Deferrals and Compensation for the full contribution period, and contribute any additional Matching Contributions necessary to "true up" the Matching Contribution so that the full Matching Contribution is made for the contribution period.

VI. Plan Entry Date

A. Elective Deferrals

Employees may begin Elective Deferrals beginning with the next payroll period after they become eligible to make Elective Deferrals unless otherwise elected below:

☐ Employees may begin to make Elective Deferrals on the **first day of the month following the month in which** the Employee meets the Plan's eligibility requirements.

☐ Employees may begin to make Elective Deferrals on the **first day of the quarter** following the quarter in which the Employee meets the Plan's eligibility requirements.

☐ Employees may begin to make Elective Deferrals on *(please describe; any provision added here must be definite and not result in the Plan failing to satisfy the applicable Code section 403(b) requirement)*: _____

_____

B. Employer and/or Matching Contributions

Participation in the Plan's Employer Contributions and/or Matching Contributions (if any) for each eligible Employee begins the **first day** on which the Employee meets the Plan eligibility requirements, unless otherwise elected below:

☐ Participation in the Plan's Employer Contributions and/or Matching Contributions for each eligible Employee begins the **first pay period** following the date the Employee meets the Plan's eligibility requirements.

☐ Participation in the Plan's Employer Contributions and/or Matching Contributions for each eligible Employee begins the **first day of the month following the month in which** the Employee meets the Plan's eligibility requirements.

☐ Participation in the Plan's Employer Contributions and/or Matching Contributions for each eligible Employee begins the **first day of the quarter** following the quarter in which the Employee meets the Plan's eligibility requirements.

☐ Participation in the Plan's Employer Contributions and/or Matching Contributions (if any) for each eligible Employee begins *(please describe; any provision added here must be definite and not result in the Plan failing to satisfy the applicable Code section 403(b) requirement)*: _____

_____

_____

VII. Vesting

Salary Reduction Contributions and Roth Contributions are 100% vested at all times. Amounts in a Participant's Employer Contribution Account and Matching Contribution Account shall be vested based on fully completed Years of Vesting Service[3] as follows:

A. Employer Contributions

■ Full and immediate 100% vesting.

☐ Employer Contributions will vest in accordance with the following 5-year graded vesting schedule:

Full Years of Vesting Service	Vested Percentage
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5 or more	100%

☐ The Participant will become 100% vested in Employer Contributions after completing _____ Years of Vesting Service (*no more than 7*). (**Note**: If this option is selected, the Participant will be zero percent vested prior to completing the designated number of Years of Vesting Service.)

☐ Employer Contributions will vest in accordance with the following schedule (*Please describe. The schedule must provide for full vesting no later than completion of 7 Years of Vesting Service*.): _____

_____

B. Matching Contributions

■ Full and immediate 100% vesting.

☐ Employer Matching Contributions will vest in accordance with the following 5-year graded vesting schedule:

Full Years of Vesting Service	Vested Percentage
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5 or more	100%

☐ The Participant will become 100% vested in Employer Matching Contributions after completing _____ Years of Vesting Service (*no more than 7*). (**Note**: If this option is selected, the Participant will be zero percent vested prior to completing the designated number of Years of Vesting Service.)

☐ Employer Matching Contributions will vest in accordance with the following schedule (*Please describe. The schedule must provide for full vesting no later than completion of 7 Years of Vesting Service.*):_____

_____

_____

[3] For purposes of vesting, a Participant will be credited with a "Year of Vesting Service" for each 12-month period ending on the anniversary date of the Participant's first day of employment.

C. Year of Vesting Service.

1. For purposes of determining vesting service, employment with any other unit of the Church

   ■ will ☐ will not

   be taken into account. *(Please check the appropriate space.)*

2. For purposes of determining vesting service with respect to contributions made after an Employee's reemployment, employment with the Adopting Employer prior to a One Year Break in Service will be disregarded (and thus will not be taken into account) unless otherwise elected below:

   ■ Service prior to One Year Break in Service will always count for purposes of determining vesting service.

   ☐ Service prior to One Year Break in Service will count for purposes of determining vesting service if Employee met vesting service requirements prior to One Year Break in Service.

   Note: If the Employee's break in service is less than one year, all service prior to the break must count for purposes of determining vesting service.

VIII. Hardship Distributions and Qualified Birth or Adoption Distributions

Hardship Distributions and Qualified Birth or Adoption Distributions

Section 9.05 of the Plan permits Participants to receive hardship distributions and Section 9.14 of the Plan permits Participants to receive qualified birth or adoption distributions, first from Salary Reduction Contributions and Roth Contributions, and then, if elected by the Adopting Employer, from any vested Employer Contributions or Matching Contributions. Please indicate below whether you want to make Employer Contributions or Matching Contributions eligible for hardship distribution and qualified birth or adoption distributions as well.

■ Participants may take hardship distributions and qualified birth or adoption distributions from vested Employer Contributions.

■ Participants may take hardship distributions and qualified birth or adoption distributions from vested Matching Contributions.

This election is effective as of the effective date of this Adoption Agreement, as described in Section I.B., unless a different effective date is provided here:_____ (*insert effective date of this Hardship Distributions and Qualified Birth or Adoption Distributions election, which can be no earlier than the first day of the Plan Year in which this Cycle 2 Adoption Agreement is signed*).

IX. In-Plan Roth Conversions

Section 9.13 of the Plan permits Participants to convert their Accounts into Roth contributions by making In-Plan Roth Rollovers and In-Plan Roth Transfers, to the extent permitted under the Adoption Agreement. If you elect to allow Participants to convert their Accounts into Roth contributions, all vested amounts in the Participant's Account (other than Roth contributions) will be available for conversion.

Please indicate below whether you want to allow Participants to make In-Plan Roth Rollovers/Transfers.

■ Participants may make In-Plan Roth Rollovers/Transfers from vested amounts.

☐ In-Plan Roth Rollovers/Transfers are **not** permitted.

This election is effective as of the effective date of this Adoption Agreement, as described in Section I.B., unless a different effective date is provided here:_____ (*insert effective date of this In-Plan Roth Conversion election, which can be no earlier than the first day of the Plan Year in which this Cycle 2 Adoption Agreement is signed*).

X. Amendment and Termination

Except as otherwise provided in the Plan, including this Adoption Agreement, it is agreed that the Plan will be amended only by the Mennonite Church USA, acting through Mennonite Church USA Executive Board. Mennonite Church USA Executive Board will inform the Adopting Employer of any amendments made to the Plan; provided, however, that the Adopting Employer is also permitted to add overriding plan language, if necessary, to satisfy Code Section 415 because of the required aggregation of multiple plans. Such overriding plan language, if applicable, should be reflected on the Code Section 415 Override Addendum.

The Mennonite Church USA, acting through Mennonite Church USA Executive Board, also reserves the right to discontinue or terminate MRT. The Trustees will provide written advance notification of any such discontinuance or termination.

The Adopting Employer reserves the right to change any of the elections in this Adoption Agreement as they relate to future contributions by proper action or resolution, as applicable for the Adopting Employer, and by sending a copy thereof to the Trustees.

The Adopting Employer has the right to discontinue contributions to MRT or to terminate its Plan at any time by taking appropriate action through its Board of Directors or similar governing body, as applicable for the Adopting Employer; provided, however, that it first provide written notice to the Trustees of the Plan and the Adopting Employer's Participants in the Plan of such action.

XI. Miscellaneous

A. Authorized Employer Representatives *See Addendum to Adoption Agreement for Eder Retirement Plan Churches and QCCO attached

Until otherwise advised in writing by the Adopting Employer, the Plan Administrator and/or the Trustees may accept the instructions of, or documents signed by, any of the following persons on behalf of the Adopting Employer:

Name: _____

Signature: _____

Name: _____

Signature: _____

B. Loan Addendum

If and to the extent Participant loans are available under the Plan, the Adopting Employer must complete the Loan Addendum attached hereto and incorporated herein to elect whether to permit loans under the Adopting Employer's Plan with respect to amounts invested in MRT. Any such loans will be subject to any requirements, restrictions, terms, and conditions established by the Trustees.

C. Funding Arrangement Addendum

Unless otherwise elected below, the sole investment provider under the Plan is MRT. No contributions have been made to any other Funding Arrangement at any time after Dec. 31, 2004, and no other Funding Arrangement has been approved to receive contributions under the Plan.

☐ The Adopting Employer has permitted contributions to another Funding Arrangement at any time after Dec. 31, 2004. The Adopting Employer must complete the Funding Arrangement Addendum attached hereto and incorporated herein.

D. Construction

This Agreement shall be construed in accordance with the laws of the State of Indiana. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

E. Limitation of Liability

Neither the Mennonite Church USA, its Executive Board, the Plan Administrator, the Trustees, the Adopting 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 the Adopting Employer, be liable for or subject to any debts or claims of any kind arising under the Plan.

F. Reliance on IRS Opinion Letter

Except to the extent provided in Internal Revenue Service Revenue Procedure 2021-37 ("Rev. Proc. 2021-37"), an Adopting Employer may rely on a currently valid Opinion Letter issued by the Internal Revenue Service as evidence that the Plan satisfies the Code section 403(b) requirements if:

1. The Adopting Employer's plan is identical to the Plan (which is a nonstandardized section 403(b) plan); and
2. The Adopting Employer has not amended the Plan other than by choosing options provided in the Adoption Agreement or making amendments that are described in section 9.03 of Rev. Proc. 2021-37 (relating to employer amendments that will not affect reliance). The Adopting Employer may not rely on the Opinion Letter in certain other circumstances, which are specified in the Opinion Letter issued with respect to the Plan, or in Rev. Proc. 2021-37.

For an Employer that is a QCCO, a plan adopted by such Employer can only be considered a pre-approved plan in accordance with Section 25 of Revenue Procedure 2021-37 effective no earlier than July 1, 2020.

This Adoption Agreement (01) may only be used in conjunction with the Mennonite Retirement 403(b)(9) Plan Document 01.

In witness whereof, the Adopting Employer hereby agrees to the provisions of the Plan including the stipulations set out in this Adoption Agreement and has caused this Agreement to be executed as of the date first above-written. The authorized representative of the Mennonite Retirement 403(b) Plan Trustees has executed this document on their behalf.

Adopting Employer

_____

By: _____

Its: _____

and

By: _____

Its: _____

Date signed: _____, 20_____

Accepted on behalf of the Trustees of the Mennonite Retirement 403(b) Plan

By: _____

Title: _____

Date signed: _____, 20_____

Returning the Application

If you have any questions about the Plan or this Application, please contact Everence at the address, telephone number, or email address below. The Adopting Employer should retain a copy of this Adoption Agreement in its file, along with a copy of the Mennonite 403(b) Retirement Plan Document. In addition, please send a copy of the signed Adoption Agreement to Everence at the email address below:

Mailing Address:
Everence
Attn: Everence Retirement Plan Services
PO Box 483
Goshen, IN 46527-0483

Telephone: 574-533-9512

Email: MRT@everence.com

403(b) Plan Administrative Appendix

(Appendix)

This Appendix lists the persons or entities to whom certain administrative functions have been allocated relating to the Employer's Adoption of the Mennonite Retirement 403(b) Plan ("MRT"). The identified persons or entities listed have been allocated the specific functions as set forth below.

Capitalized terms in this Appendix shall be defined in accordance with the terms of the Plan document. For purposes of this Appendix, "Plan" means the 403(b) plan created by the individual Employer by adopting the Mennonite Retirement 403(b) Plan document.

Duties and Responsibilities of the Adopting Employer

The following administrative functions have been allocated to all Adopting Employers:

1. Determining whether an Employee is eligible to participate in the Plan.
2. Provide notice to eligible Employees of their right to defer within a reasonable period of time after commencement of employment, allow eligible Employees to make an election within a reasonable period of time after such notice is provided, and implement such election as soon as administratively practicable.
3. Timely enrolling of all its eligible Employees in the Plan.
4. Promptly submitting to the Trustees completed enrollment forms following receipt of the relevant information from its Employees.
5. Notifying the Trustees (or their designee) and any Vendor of a termination of employment, the granting and termination of leaves of absence, the commencement of and return to work after periods of Disability, and other facts or events which may be relevant in the operation of the Plan,
6. Promptly distributing to Participants any notice or other communication from the Trustees or from any other Vendor, to the extent such notice or communication pertains to the Plan or its operation and the Vendor or the Trustees (or their designee) indicates is for the attention of such Employees.
7. If contributions are based on classifications of employees, notify the Plan Administrator in writing of the amount of the contribution for each classification.
8. Forwarding all Contributions to the Vendor as follows:
    - Elective Deferrals – by the last day of the month following the month in which the deferral was made.
    - Employer Contributions – within thirty (30) days following the end of each calendar quarter or at such other time as the Plan Administrator may require.
    - Matching Contributions – within thirty (30) days following the end of each calendar quarter, or at such other time as the Plan Administrator may require.
    - All other Contributions – within a period that is not longer than reasonable for the proper administration of the Plan.
9. Determining the Participant's Includible Compensation for purposes of monitoring the maximum contributions allowable under the Plan, which is different from the definition of Compensation used to calculate Plan contributions. Includible Compensation is used to apply certain IRS rules regarding the contribution limits and identification of "highly compensated employees." Note: Includible compensation is generally W-2 compensation, but includes pre-tax deferrals to the 403(b) plan, cafeteria plan, and transportation fringe benefit plan and excludes certain non-taxable amounts such as clergy housing allowance. Special rules exist for determining the Includible Compensation of Participants who are part-time employees. Please contact the Plan Administrator if you have questions about the definition of Includible Compensation.
10. Providing the Trustees (or their designee), with all information necessary to perform contribution limits testing under Code Sections 402(g), 414(v) and 415(c). (Note: the Trustees, or their designee, will assist the Employer in performing limits testing but will not be responsible for monitoring limits to the extent that the Employer maintains other 403(b)

plans or provides Trustees (or their designee) with incomplete or inaccurate information.)

11. To the extent that the Adopting Employer elects to subject Employer Contributions or Matching Contributions to a vesting schedule, providing the Trustees (or their designee) and any other Vendor, with the information necessary to determine when a Employee has been vested and when a forfeiture has occurred.
12. If the Adopting Employer elects an Eligible Automatic Enrollment Arrangement (EACA), providing the annual notice to Employees in accordance with the requirements of Section 4.08(d) of the Plan.
13. Determining the Adopting Employer's status, including whether it is a Code section 501(c)(3) organization, whether it is a QCCO or Non-QCCO and whether it is a member of a controlled group.

Duties and Responsibilities of the Trustees

The Trustees have been allocated functions relating to assets held in MRT. The following administrative functions have been allocated to the Trustees (or their designee):

1. Processing requests for benefits under the Plan.
2. Assisting the Adopting Employer in performing contribution limits testing under Code Sections 402(g), 414(v) and 415(c), to the extent the Trustees receive complete and accurate information.
3. Providing 402(f) notices to Participants who are eligible to receive distributions from the Plan.
4. Administering hardships in accordance with applicable rules and regulations and based on information from the Adopting Employer regarding investments with other Vendors.
5. Processing corrective distributions of excess deferral contributions and tracking and reporting and/or distributing excess 415(c) contributions in accordance with applicable IRS regulations, but only to the extent such excess deferrals or excess contributions have been identified by the Adopting Employer or a designated representative of the Adopting Employer.
6. Withholding and reporting any federal and state taxes on any distributions made directly to any Participant and/or his Beneficiaries, as appropriate.
7. Providing quarterly statements to Participants summarizing the activity of the Employee's Account during each calendar quarter.
8. Providing notification to Participants who are age 72 that they may be required to take required minimum distributions and calculate and distribute such amounts as may be required under the Plan and the Internal Revenue Code.
9. Selecting and monitoring the performance of the investment funds available for investment direction by Participants in MRT.
10. Determining that any transfers and rollovers comply with applicable requirements and limitations.
11. Determining the status and acceptability of domestic relations orders or qualified domestic relations orders to the extent that such orders apply to assets held in MRT.
12. Determining whether a Participant is Disabled.
13. If the Adopting Employer has other 403(b) Funding Arrangements or 403(b) plans, coordinating with the Adopting Employer to the extent necessary to comply with the requirements of the Code and the applicable Treasury Regulations.
14. Performing nondiscrimination testing as required, to the extent that the necessary information is provided to the Trustees.