

**MENNONITE RETIREMENT PLAN**

**MONEY PURCHASE PENSION PLAN**

**Amended and Restated Effective January 1, 2018**

Table of Contents  
to the Mennonite Retirement Plan  
Money Purchase Pension Plan

	Page
Section I ..... Creation and Purpose of Plan.....	1
Section II..... Definitions and Construction .....	2
Section III..... Participation .....	10
Section IV ..... Vesting .....	11
Section V..... Contributions.....	12
Section VI ..... Limitation on Contributions.....	14
Section VII ..... Limitations on Employee Contributions .....	19
Section VIII..... Valuation and Allocation of Earnings.....	23
Section IX ..... Payment of Benefits to Participants and Beneficiaries .....	24
Section X..... Distribution Requirements .....	27
Section XI ..... Benefit Payments at Retirement.....	33
Section XII ..... Modification for Top Heavy Plans.....	35
Section XIII..... Trust Fund and Trustees.....	39
Section XIV ..... Investment Provisions .....	40
Section XV ..... Amendments and Termination.....	41
Section XVI ..... Plan Administration .....	43
Section XVII..... Plan Integrity .....	44
Section XVIII..... Direct Rollovers .....	45
Section XIX ..... Miscellaneous Provisions.....	47
Attachment A	
Attachment B	

# **AMENDED AND RESTATED MENNONITE RETIREMENT PLAN**

## **Section I Creation and Purpose of Plan**

### **1.1 Creation of Plan**

The Mennonite Retirement Plan (hereinafter referred to as “Plan”) and Trust Agreement (hereinafter referred to as “Trust”) were originally adopted effective July 1, 1963, by the Mennonite Church acting through the Mennonite General Conference and the Mennonite Board of Missions & Charities, which were together referred to as the sponsoring Employer. The Plan was and is intended to be a qualified retirement plan (within the meaning of Code Section 401(a)) for Churches and related organizations.

The Plan, including the Trust, was and is also intended by the Mennonite Church and various adopting organizations to be a “church plan” as defined in Section 3(33) of ERISA and Section 414(e) of the Code, and has been administered and construed as such.

### **1.2 Restatement of Plan**

The Mennonite Church, acting through the Mennonite Church USA Executive Board, wishes to amend and restate the Plan and Trust to maintain their status as a qualified plan and trust and as a church plan and to conform to additional federal legislation and regulatory changes.

Therefore, effective January 1, 2018, or such other earlier dates as specified herein, the Plan and Trust are hereby amended and restated as follows.

### **1.3 Purpose**

The purpose of the Plan and Trust is to provide qualified retirement benefits to employees of a Church, as defined herein. The Plan and Trust shall at all times be considered, administered, and construed as a “church plan” within the meaning of ERISA and the Code.

## **Section II**

### **Definitions and Construction**

Words in the singular shall be read and construed as though used in the plural in all cases where the plural would apply. The words “herein” and “hereunder,” and other similar compounds of the word “here,” shall mean and refer to the entire Plan, not to any particular provision or section, unless the context clearly indicates to the contrary.

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

#### **2.1 Account**

The Account or Accounts maintained by the Trustees for the purpose of separately accounting for the Participant’s or Beneficiary’s interest in the Trust Fund. The Trustees will maintain the following Accounts and the Accounts described in Attachments A and B for each Participant, to the extent applicable:

(a) Employer Contributions Account - Employer Contributions made on behalf of a Participant, adjusted by the earnings and losses of the Trust Fund under Section VIII.

(b) Rollover Contributions Account - Rollover Contributions, adjusted by the earnings and losses of the Trust Fund under Section VIII.

(c) Nondeductible Employee Contributions Account – Nondeductible Employee Contributions for which a deduction is not provided for the Employee under the Code, adjusted by the earnings and losses of the Trust Fund under Section VIII.

(d) Missionary Contributions Account – Missionary Contributions made by the Employer on behalf of a Participant who is a foreign missionary (within the meaning of Code Section 403(b)(2)(D)(iii)), adjusted by the earnings and losses of the Trust Fund under Section VIII.

#### **2.2 Account Balance**

The Account Balance of each Participant or Beneficiary will be:

(a) Credited with:

(1) The amount contributed by an Employer on behalf of the Participant, or the amount contributed by the Participant, including a Rollover Contribution, and properly allocable to the Account as provided in section 2.1;

(2) The Account's proportionate share of the earnings of the Trust Fund as provided in Section VIII; and

(b) Reduced by:

(1) Withdrawals and benefits paid from the Account; and

(2) The Account's proportionate share of any losses of the Trust Fund as provided in Section VIII.

### **2.3 Adoption Agreement**

The agreement under which any unit of the Church adopts this Plan for the benefit of its Employees and which contains provisions unique to such unit of the Church. The Adoption Agreement is hereby incorporated by reference and made part of the Plan.

### **2.4 Affiliated Employer**

Any corporation or other business entity which is included in a controlled group of corporations within which the Employer is also included, as provided in Code Section 414(b), or which is a trade or business under common control with the Employer, as provided in Code Section 414(c), or which constitutes a member of an affiliated service group within the meaning of Code Section 414(m), or which has been so designated by the Employer for one or more purposes under the Plan, and any other entity required to be aggregated with the Employer pursuant to regulations promulgated under Code Section 414(o).

### **2.5 Beneficiary**

The individual(s) or entity(ies), including a trust, charitable organization or estate, designated by a Participant pursuant to, and in accordance with, the rules and procedures established by the Plan Administrator. Participants shall have the right to change, delete from or add to their designated Beneficiaries at any time; provided, however, that any such change, deletion or addition shall become effective only when the written designation thereof is received by the Plan Administrator. A designation of the Participant's spouse as a Beneficiary shall automatically become ineffective upon the divorce of the Participant from such spouse and a new Beneficiary designation must be executed; provided, however, that the Participant is permitted to re-designate a former spouse as a Beneficiary following divorce. A Beneficiary and an alternate payee under a qualified domestic relations order (as defined in Code Section 414(p)) may also designate a Beneficiary to receive any benefits to which the Participant may be entitled under the Plan. If no Beneficiary is designated pursuant to this Section 2.5, benefits will be paid in accordance with the provisions of Section 9.5.

## **2.6 Church**

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: (1) is exempt from tax under Code Section 501, (2) shares common religious bonds and convictions, and historical ties with a Mennonite denomination, and (3) is eligible to participate in a "church plan" as defined under Section 3(33) of ERISA and Code Section 414(e), as amended from time to time.

## **2.7 Code**

The Internal Revenue Code of 1986, as amended.

## **2.8 Compensation**

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

## **2.9 Disability or Disabled**

The inability to engage in any substantial, gainful activity because of any medically determinable physical or mental impairment which can be expected to result in death or be of long-continued and indefinite duration. The Plan Administrator will make a determination of disability based on medical evidence provided by the Participant.

## **2.10 Effective Date**

The date the Plan was, is or will be effective with respect to an Employer as set forth in the Adoption Agreement.

## **2.11 Employee**

(a) A person who is receiving remuneration for personal services regularly rendered to an Employer (or a person who would be receiving such remuneration except for an authorized Leave of Absence) and whose customary employment is more than twenty (20) hours per week

or more than five (5) months in any calendar year, or any lesser number of hours per week or months of service per calendar year as the Employer elects on its Adoption Agreement.

(b) The term “Employee” will not include such persons employed by an Employer who have, at the beginning of their employment, agreed in writing to serve as an employee on a temporary basis for religious purposes, and for not more than two (2) years, unless the Employer, in its Adoption Agreement, elects to treat such persons as Employees. Employee will not include a spouse who performs services in assistance to the Employee’s spouse without monetary compensation.

(c) The term “Employee” may include, at the discretion of the Employer, an individual who has terminated employment, and has not reached the fifth anniversary of the Employee’s termination, unless the Employee is disabled, as that term is defined in subsection 2.9, at the time of termination. Such discretion of the Employer will be exercised in a nondiscriminatory manner.

(d) The term “Employee” shall mean any employee described in (a) above of the Employer maintaining the Plan or of any other employer required to be aggregated with such Employer under Section 414(b), (c), (m), or (o) of the Code, and which also includes any such leased employee deemed to be an employee as provided in Section 414(n) or (o) of the Code.

(e) The term “leased employee” means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person (“leasing organization”), has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are under the primary direction or control of the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an Employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10 percent (10%) of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed by the employer pursuant to a salary reduction agreement which are excludible from the employee’s gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20 percent (20%) of the recipient’s nonhighly compensated work force.

(f) The term “Employee” shall include 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).

## **2.12 Employer**

The term "Employer" includes any unit of the Church which has adopted this Plan by execution of an Adoption Agreement. Subject to the approval of the Plan Administrator, an Employer shall also include an organization that shares common religious bonds and convictions, and historical ties with a Mennonite denomination and which has adopted this Plan by execution of an Adoption Agreement. For Employees defined in subsection 2.11(f), the term "Employer" shall mean the employing organization. The term "Employer" shall also include church-related organizations that are permissively aggregated and treated as a single employer by the Church or its designee, pursuant to the provisions of section 415(c)(2)(C) of the Internal Revenue Code of 1986, as amended.

## **2.13 Employer Contributions**

Those contributions made on behalf of a Participant by an Employer pursuant to subsection 5.1 of the Plan.

## **2.14 ERISA**

The Employee Retirement Income Security Act of 1974, as amended.

## **2.15 Former Participant**

An individual who has previously been a Participant in this Plan but who has received a distribution of the entire Account balance.

## **2.16 Highly Compensated Employee**

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

A highly compensated active Employee includes any Employee who performs services for the Employer during the Plan Year and who, during the lookback year (the calendar year immediately preceding the Plan Year) received Compensation from the Employer in excess of \$120,000 (as adjusted pursuant to Code Section 415(d)).

For purposes of determining who is a Highly Compensated Employee, the term Compensation shall have the same meaning given such term by Code Section 415(c)(3).

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



The determination of who is a Highly Compensated Employee will be made in accordance with Code Section 414(q) and the regulations thereunder.

### **2.17 Investment Fund**

The term "Investment Fund" shall mean any Investment Fund selected by the Trustees as an investment medium for the Plan. The Trustees shall have the discretion to add or remove an Investment Fund from the Plan as they deem appropriate.

### **2.18 Leave of Absence**

That period during which the Participant is absent without Compensation and for which the Employer, in its sole discretion, has determined the Participant to be on a Leave of Absence instead of having terminated employment. Such discretion shall be exercised in a nondiscriminatory manner. The date the Leave of Absence ends shall be deemed a Participant's employment termination date if the Participant does not resume employment with the Employer on such date.

### **2.19 Missionary Contributions**

Those contributions made by or on behalf of a Participant who is a foreign missionary pursuant to subsection 5.3 of the Plan.

### **2.20 Nondeductible Employee Contributions**

Those contributions made by a Participant pursuant to subsection 5.2 of the Plan.

### **2.21 Normal Retirement Date**

The last day of the month following the month in which the Participant attains age sixty-five (65), which age shall be the Normal Retirement Age.

### **2.22 Participant**

An Employee who has satisfied the requirements for participation under Section III. A Participant shall continue to be a Participant until all Plan benefits payable on the Participant's behalf have been paid.

### **2.23 Plan**

The Mennonite Retirement Plan, the Plan set forth herein, as amended from time to time, and which includes the Trust and Adoption Agreement, the terms of which are incorporated

herein by reference. However, each Adopting Employer adopts this Plan as a separate plan, independent from the plan of any other Adopting Employer.

#### **2.24 Plan Administrator**

The Trustees of the Plan shall serve as the Plan Administrator, the duties of which shall be as from time to time set out in the Plan.

#### **2.25 Plan Year**

January 1 through December 31 of a calendar year.

#### **2.26 Rollover Contribution**

The direct transfer of an eligible rollover distribution to this Plan pursuant to subsection 5.6, as provided under Code Section 401(a)(31).

#### **2.27 Sponsor**

The Mennonite Church acting through Mennonite Church USA Executive Board.

#### **2.28 Termination of Employment**

The date on which the earliest of the following events occurs: (a) a Participant's retirement; (b) a Participant's inability to perform the employment duties or job assignments required by the Employer due to Disability; (c) a Participant's death; or (d) a Participant's termination of employment for any other reason. Words such as termination, terminated, or any other like word contained herein shall have the same meaning. Notwithstanding the foregoing, for purposes of 9.2 and 9.6 of the Plan, a Participant shall not be treated as having a Termination of Employment if he or she is working for an employer that has adopted either this Plan or the Mennonite Retirement 403(b) Plan. A Termination of Employment shall be deemed to occur if a Participant terminates employment with an employer participating in this Plan and is subsequently employed by another Employer participating in this Plan but at no time has been eligible for Employer Contributions from the subsequent employer.

#### **2.29 Trustees**

The persons appointed pursuant to subsection 13.1 to administer the Trust Fund.

#### **2.30 Trust**

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

### **2.31 Trust Fund**

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

### **2.32 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.

## **Section III Participation**

### **3.1 Date of Participation**

(a) **General Rule.** An Employee who meets the eligibility requirements in the Employer's Adoption Agreement will become a Participant in this 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. An Employer's Adoption Agreement may require, for purposes of eligibility, a period of service of not more than sixty (60) months or attainment of an age not more than thirty (30) years. Service, for purposes of eligibility, will include any month or portion thereof during which an individual is employed by the Employer, and may at the option of the Employer, as evidenced in such Employer's Adoption Agreement, include any month or portion thereof during which an individual was employed by any other unit of the Church.

(b) **Special Rules for Part-Time Employees.** Notwithstanding subsection 3.1(a), the Employer, in its Adoption Agreement, may include persons employed by the Employer whose customary weekly employment is twenty (20) hours or less or those whose customary annual employment is five (5) months or less in duration.

(c) A Former Participant who makes Rollover Contributions to the Plan pursuant to the provisions in Section 5.6 shall become a Participant in the Plan effective with the receipt of such contributions; provided, however, that no Employer Contributions, Missionary Contributions or Nondeductible Employee Contributions shall be made on behalf of any such individual who does not meet the requirements of Section 3.1(a) or (b).

### **3.2 Duration of Participation**

A Participant who is no longer eligible to receive Employer Contributions shall cease to be a Participant upon the distribution of the Participant's entire Account Balance.

### **3.3 Irrevocable Election Not to Participate**

An Employee who has not yet met the eligibility requirements pursuant to subsection 3.1 shall have the right to elect not to participate in the Plan. Such election shall be irrevocable.

## **Section IV Vesting**

### **4.1 100% Vesting**

All contributions and earnings credited to any Account will be one hundred percent (100%) vested and nonforfeitable at all times.

## **Section V Contributions**

### **5.1 Employer Contributions**

The Trustees will credit amounts contributed by an Employer on behalf of the Participant to the Participant's Employer Contributions Account. Each Employer will forward to the Trustees an amount designated in the Adoption Agreement for each Participant.

### **5.2 Nondeductible Employee Contributions**

The Trustees will credit amounts contributed by the Employee to the Participant's Nondeductible Employee Contributions Account.

### **5.3 Missionary Contributions**

The Trustees will credit amounts contributed by an Employer on behalf of a Participant who is a foreign missionary to the Participant's Missionary Contributions Account. Each Employer will forward to the Trustees an amount designated in the Adoption Agreement for each Participant.

### **5.4 Responsibilities of Employers**

Each Employer will certify to the Trustees, with each contribution, the amount of the contribution to be allocated as Employer Contributions, Nondeductible Employee Contributions, or Missionary Contributions. The Trustees shall be entitled to conclusively rely on the designation so provided by each Employer.

### **5.5 Timing of Employer Contributions**

The Employer will make contributions within thirty (30) days following the end of each calendar quarter, or at such other time as the Employer determines and which is consistent with the requirements of the Code pertaining to contributions.

### **5.6 Rollover Contributions**

(a) Any Participant or Former Participant may make a Rollover Contribution to this Plan, subject to the consent of the Plan Administrator; provided, however, that, in the opinion of the Plan Administrator, such transfer does not jeopardize the tax-exempt status of this Plan or Trust or create adverse tax consequences for the Employer. Rollover Contributions will be made by delivery to the Trustees for deposit in the Trust Fund. Any Rollover Contributions transferred by a Participant or Former Participant pursuant to this subsection 5.6 shall be held in the Participant's or Former Participant's Rollover Contributions Account. All Rollover Contributions must be made in cash.

(b) Rollover Contributions will not be considered contributions for purposes of calculating the limitations under Section VI.

#### **5.7 Correction of Errors**

If, in any Plan Year, an Employer Contribution is made to the Plan through mistake of fact, such Employer Contribution shall be returned to the appropriate Employer within one year of the payment of the Employer Contribution. The Plan Administrator shall have the right to reduce the amount of any Employer Contribution returned pursuant to this Section 5.7 to reflect any investment losses attributable to such Employer Contributions. The Plan may correct other errors that are not through a mistake of fact in accordance with the Employee Plans Compliance Resolution System as set forth in Revenue Procedure 2012-13 or any superseding guidance.

## **Section VI**

### **Limitation on Contributions**

**6.1** This subsection 6.1 applies if the Participant does not participate in, and has never participated in, another qualified plan maintained by the Employer, or a welfare benefit fund, as defined in Code Section 419(e), maintained by the Employer, or an individual medical account, as defined in Code Section 415(l)(2), maintained by the Employer, which provides an Annual Addition as defined in subsection 6.4.1.

**6.1.1** The amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year (as defined in subsection 6.4.5) will not exceed the lesser of the Maximum Permissible Amount (as defined in subsection 6.4.6) or any other limitation contained in this Plan. If the Employer Contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated will be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount.

**6.1.2** Prior to determining the Participant's actual 415 Compensation (as defined in subsection 6.4.2) for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

**6.1.3** As soon as it is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual 415 Compensation for the Limitation Year.

**6.1.4** If the Annual Additions for a Participant for any Plan Year exceed the limitations imposed by this Section 6.1, then the Plan may correct such excess in accordance with the Employee Plans Compliance Resolution System as set forth in Revenue Procedure 2012-13 or any superseding guidance, including, but not limited to, the preamble of the final regulations issued under Code Section 415.

**6.2** This subsection applies if, in addition to this Plan, the Participant is covered under a qualified defined contribution plan maintained by the Employer, a welfare benefit fund as defined in Code Section 419(e) maintained by the Employer, or an individual medical account as defined in Section 415(l)(2) of the Code maintained by the Employer, which provides an Annual Addition during any Limitation Year.

**6.2.1** The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit funds maintained by the Employer are less than the Maximum Permissible Amount and the Employer Contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause



the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated under this Plan will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

**6.2.2** Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant in the manner described in subsection 6.1.2.

**6.2.3** As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual 415 Compensation for the Limitation Year.

**6.2.4** If, pursuant to subsections 6.2.1 and 6.2.3, a Participant's Annual Additions under this Plan and such other plans would result in an Excess Amount for a Limitation Year, the Excess Amount will be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a welfare benefit fund or individual medical account will be deemed to have been allocated first regardless of the actual allocation date.

**6.2.5** If an Excess Amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the Excess Amount attributed to this Plan will be the product of:

(a) the total Excess Amount allocated as of such date, times

(b) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan and all the other qualified defined contribution plans.

**6.2.6** Any Excess Amount attributed to this Plan will be corrected in the manner described in subsection 6.1.4.

**6.3** If the Participant is covered under another qualified defined contribution plan maintained by the Employer, Annual Additions which may be credited to the Participant's Account under this Plan for any Limitation Year will be limited in accordance with subsections 6.2.1 through 6.2.6.

## **6.4 Definitions**

For purposes of this Section VI, the following definitions shall apply:

**6.4.1 Annual Additions.** The sum of the following amounts credited to a Participant's Account for the Limitation Year under all defined contribution plans maintained by the Employer:

- (a) Employer contributions,
- (b) Employee contributions,
- (c) Forfeitures (if applicable),
- (d) Amounts allocated to an individual medical account, as defined in Section 415(l)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer, and
- (e) Amounts derived from contributions paid or accrued in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key Employee, as defined in Section 419A(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer. Amounts treated as Annual Additions under this subparagraph (e) are not subject to the compensation limit of Code Section 415(c)(1)(B).

In addition, any Excess Amount applied under subsection 6.1.4 or 6.2.6 in the Limitation Year to reduce Employer Contributions will be considered Annual Additions for such Limitation Year.

**6.4.2 415 Compensation.** The term "415 Compensation" means an Employee's wages, salaries, fees for professional services, and other amounts received for personal services actually rendered during the course of employment with the Employer to the extent such amounts are includible in gross income. Notwithstanding the following, 415 Compensation shall include amounts that would be included in wages but for an election under Code section 125(a), 402(e)(3), or 457(b). In determining 415 Compensation, the following provisions shall apply:

- (a) For Limitation Years beginning on or after January 1, 2001, 415 Compensation during such Limitation Years shall include elective amounts that are not includible in the gross income of the employee by reason of Code section 132(f)(4).
- (b) 415 Compensation for a Limitation Year shall include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates, provided: (A) the amounts are paid during the first few weeks of the next Limitation Year; (B) the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants; and (C) no compensation is included in more than one Limitation Year;
- (c) In the case of a Participant who terminates employment during the Plan Year, 415 Compensation shall include amounts paid after such Termination of Employment if such amounts: (A) are paid by the later of: (i) two and one-half (2½) months after Termination of Employment, and (ii) the end of the Plan Year that includes the date of Termination of

Employment; and (B) are payments of regular compensation for services performed during the Participant's regular working hours or outside of such working hours, such as overtime, commissions, bonuses, and other similar payments that would have been paid to the Participant prior to Termination of Employment if the Participant had continued in employment with the Employer.

(d) 415 Compensation shall include cashouts if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's Termination of Employment, the amounts are payment for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, deferred compensation shall be included in 415 Compensation if the compensation would have been included in the definition of 415 Compensation if it had been paid prior to the Participant's Termination of Employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(e) 415 Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is defined in Code Section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

**6.4.3 Employer.** For purposes of Section VI, the term "Employer" shall mean the Employer that adopts this Plan, and all members of a controlled group of corporations (as defined in Section 414(b) of the Code as modified by Section 414(h)), all commonly controlled trades or businesses (as defined in Section 414(c) of the Code as modified by Section 415(h)) or affiliated services groups (as defined in Section 414(m) of the Code) of which the adopting Employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations promulgated under Section 414(o) of the Code.

**6.4.4 Excess Amount.** The excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

**6.4.5 Limitation Year.** A calendar year. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to mean a different 12-month consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

**6.4.6 Maximum Permissible Amount.** The maximum Annual Addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year shall not exceed the lesser of:

(a) the defined contribution dollar limitation, as described in Code Section 415(c)(1)(A) and adjusted under Code Section 415(d)(1)(B), or

(b) 100 percent of the Participant's 415 Compensation for the Limitation Year. The Compensation limitation referred to in this subparagraph (b) shall not apply to any contribution for medical benefits (within the meaning of Section 401(h) or Section 419(f)(2) of the Code) which is otherwise treated as an Annual Addition under Section 415(l)(1) or 419(A)(d)(2) of the Code.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the Maximum Permissible Amount will not exceed the applicable dollar limitation multiplied by the following fraction:

$$\frac{\text{Number of months in the short Limitation Year}}{12}$$

**6.5** The provisions of this Section VI shall be construed, interpreted, and administered so that the Plan complies with the limitations of Code Section 415. Further, to the extent not otherwise set forth herein, the provisions of Code Section 415 are incorporated by reference.

**Section VII**  
**Limitations on Employee Contributions**

**7.1 Contribution Percentage**

(a) The Average Contribution Percentage for Eligible Participants who are Highly Compensated Employees for the Plan Year shall not exceed the Average Contribution Percentage for Eligible Participants who are Nonhighly Compensated Employees for the Plan Year multiplied by 1.25; or

(b) The Average Contribution Percentage for Eligible Participants who are Highly Compensated Employees for the Plan Year shall not exceed the Average Contribution Percentage for Eligible Participants who are Nonhighly Compensated Employees for the Plan Year multiplied by 2, provided that the Average Contribution Percentage for Eligible Participants who are Highly Compensated Employees does not exceed the Average Contribution Percentage for Eligible Participants who are Nonhighly Compensated Employees by more than two (2) percentage points or such lesser amount as the Secretary of the Treasury shall prescribe to prevent the multiple use of this alternative limitation with respect to any Highly Compensated Employee.

**7.2 Definitions**

For purposes of this Section VII, the following definitions shall apply:

**7.2.1 Average Contribution Percentage.** The average (expressed as a percentage) of the Contribution Percentages of the Eligible Participants in a group.

**7.2.2 Contribution Percentage.** The ratio (expressed as a percentage) of the sum of the Nondeductible Employee Contributions made under the Plan on behalf of an Eligible Participant for the Plan Year to the Eligible Participant's Compensation for the Plan Year.

**7.2.3 Elective Deferral.** Any elective deferral as that term is defined under Code Section 401(m)(4)(B). Elective Deferral generally means the sum of any Employer contribution under a Section 401(k) cash or deferred arrangement, a Section 408(k) simplified employee pension plan, and any Employer contribution used to purchase an annuity contract under Section 403(b) of the Code under a salary reduction arrangement.

**7.2.4 Eligible Participant.** Any Participant who is otherwise authorized under the terms of the Plan to make a contribution to the Plan during the Plan Year.

**7.2.5 Highly Compensated Employee.** An individual described in Section 414(q) of the Code.

**7.2.6 Nonhighly Compensated Employee.** An Employee of the Employer who is not a Highly Compensated Employee.

**7.2.7 Matching Contribution.** Matching Contribution has the meaning as defined under Code Section 401(m)(4)(A) and generally means any Employer contribution made to a defined contribution plan on behalf of an Employee on account of an Employee contribution made by such Employee, and any Employer contribution made to a defined contribution plan on behalf of an Employee on account of an Employee's Elective Deferral.

**7.2.8 Qualified Nonelective Contribution.** Qualified Nonelective Contribution has the meaning as defined under Code Section 401(m)(4)(C) and means any Employer contribution (other than a Matching Contribution) with respect to which the Employee may not elect to have the contribution paid to the Employee in cash instead of being contributed to the Plan, and which meets the requirements of Code Sections 401(k)(2)(B) and (C).

### **7.3 Special Rules**

(a) For purposes of this Section VII, the Contribution Percentage for any Eligible Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Nondeductible Employee Contributions (or other after-tax contributions) or Matching Contributions allocated to the accounts under two or more plans described in Code Section 401(a), or arrangements described in Code Section 401(k) that are maintained by the same Employer, or an Affiliated Employer, shall be determined as if the total of such contributions was made under each plan or arrangement. If a Highly Compensated Employee participates in two or more such plans or arrangements that have different plan years, then all Nondeductible Employee Contributions (and other after-tax contributions) and Matching Contributions made during the Plan Year being tested under all such plans and arrangements shall be aggregated, without regard to the plan years of the other plans. For plan years beginning before the effective date of this amendment, all such plans and arrangements ending with or within the same calendar year shall be treated as a single plan or arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under the Regulations of Code Section 401(m).

(b) In the event that this Plan satisfies the requirements of Section 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of Section 410(b) of the Code only if aggregated with this Plan, then this Section VII shall be applied by determining the Contribution Percentage of Eligible Participants as if all such plans were a single plan.

(c) The determination and treatment of the Contribution Percentage of any Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

### **7.4 Distribution of Excess Aggregate Contributions**

(a) Excess Aggregate Contributions and income allocable thereto shall be distributed no later than the last day of each Plan Year, to Participants to whose accounts Employee Contributions were allocated for the preceding Plan Year.

(b) For purposes of this section, “Excess Aggregate Contributions” shall mean the amount described in Section 401(m)(6)(B) of the Code.

(c) Excess Aggregate Contributions and income allocable thereto will be distributed in accordance with applicable regulations on the basis of the amount of contributions by, or on behalf of, each such Highly Compensated Employee to each affected Highly Compensated Employee no later than the end of the first 12-month period following the end of such Plan Year. The aggregate amount of Excess Aggregate Contributions shall then be distributed, pro-rata to each Highly Compensated Employee with the highest dollar amounts of Nondeductible Employee Contributions in an amount equal to the lesser of the aggregate amount of Excess Aggregate Contributions or the amount necessary to cause the dollar amount of Nondeductible Employee Contributions to equal the dollar amount of such contributions on behalf of the Highly Compensated Employee with the next highest dollar amount of Nondeductible Employee Contributions. This process shall be repeated until the Excess Aggregate Contributions are distributed.

(d) Income allocable to Excess Aggregate Contributions with respect to a Plan Year shall be distributed therewith. For Plan Years ending on or before December 31, 2007, such income shall include the gap period income between the end of such Plan Year and the date of distribution of such Excess Aggregate Contributions computed under the safe harbor method of allocating gap period income set forth in Treas. Reg. § 1.401(m)-(2)(b)(2)(iv)(D).

## **7.5 Monitor**

(a) The Sponsor, acting through the Plan Administrator, shall take the following actions:

(1) maintain records that enable it to monitor each adopting Employer’s compliance with the requirements of Section 401(m) of the Code;

(2) perform the Section 401(m) actual contribution percentage test for adopting Employers on an annual basis; and

(3) notify adopting Employers if they are required to correct Excess Aggregate Contributions.

(b) Neither the Sponsor nor the Administrator shall incur a liability to the Adopting Employer or Participants by reason of good faith efforts to administer this provision, and in particular when the adopting Employer fails to provide information on a timely or accurate basis.

## **7.6 Incorporation By Reference**

This Section VII, and the Plan, shall be interpreted and administered in accordance with the provisions of Code Section 401(m)(2)(A) and Treas. Reg. §§ 1.401(m)-1(c)(2) and 1.401(m)-2, and any other pertinent regulations promulgated under Code Section 401(m), as amended from

time to time, and Nondeductible Employee Contributions will be limited so as to satisfy the nondiscrimination test of Code Section 401(m).



## **Section VIII**

### **Valuation and Allocation of Earnings**

#### **8.1 Valuation**

The Value of each Account of each Participant or Beneficiary as of any Valuation Date will be equal to the Value of the Account at the beginning of the day, plus or minus the contributions and withdrawals made to or from each Account, plus or minus the investment earnings or losses allocated to such Account, and further adjusted for administrative expenses allocated to such Account. "Value," for purposes of this Section VIII, will be based on the unit values of the Investment Funds chosen by the Trustees pursuant to Section XIII.

#### **8.2 Allocations of Investment Earnings or Losses**

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

#### **8.3 Correction of Prior Incorrect Allocations**

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

**Section IX**  
**Payment of Benefits to Participants and Beneficiaries**

**9.1 Normal Retirement Benefits**

A Participant will be entitled to a normal retirement benefit commencing on the Participant's Normal Retirement Date, whether or not the Participant has continued to be employed by an Employer. A Participant will also be eligible for a normal retirement benefit if, due to Disability, the Participant becomes unable to perform the employment duties or job assignments required by the Employer.

A Participant may elect at any time to defer the commencement of normal retirement benefits until no later than the date allowed by law. A Participant who has become eligible for a normal retirement benefit 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 Section IX.

**9.2 Benefits for Terminated Participants**

Unless otherwise specified in the Adoption Agreement, a Participant who has a Termination of Employment with the Employer will be eligible for benefits as provided for in subsections 9.1 and 9.6. Payment of benefits will commence no later than the date allowed by law. A Participant who has become eligible for benefits from the Plan 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 Section IX.

**9.3 Distributions During Working Retirement**

A Participant who has attained age sixty-two (62) may elect to receive retirement benefits under this subsection 9.3 for as long as such Participant remains an Employee of the Employer. An election to receive distributions under this subsection 9.3 must be filed in accordance with procedures established by the Plan Administrator.

A Participant who elects to receive retirement benefits pursuant to this subsection 9.3 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 Section IX. Notwithstanding the foregoing, if the Employer is making Employer Contributions or Missionary Contributions to the Plan on behalf of the Participant at the time the Participant elects to receive retirement benefits under this subsection 9.3, the Participant may not elect to take a lump sum distribution under subsection 11.1(a).

#### **9.4 Pre-Retirement Death Benefits**

If a Participant dies prior to the commencement of payment of benefits under subsection 9.1, 9.2, or 9.3, the Participant's Beneficiary shall be entitled to a benefit in accordance with this subsection 9.4.

(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 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 subsection 11.1(b), or a single lump sum, as described in subsection 11.1(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 subsection 9.4, if any, will be paid in accordance with the provisions of subsection 9.5.

#### **9.5 Payments to Beneficiary**

A written election and proof of death must be received and approved by the Trustees before payment of death benefits will be made to a Beneficiary.

If the Participant designates more than one Beneficiary, each will share equally in the benefit unless the Participant specifies a different allocation. If the Participant fails to designate a Beneficiary, or if no Beneficiary survives the Participant, the death benefits, if any, will be paid in the following order to the deceased Participant's: (a) spouse; (b) children; (c) parents; (d) brothers and sisters or (d) estate. 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.

#### **9.6 Termination and Withdrawal**

(a) Withdrawal of Accounts

(1) Withdrawal of Employer Contributions Account and Missionary Contributions Account. Unless otherwise specified in the Adoption Agreement, and notwithstanding the provisions of subsections 9.1, 9.2, and 9.3, the Participant may elect to withdraw all or a portion of the Employer Contributions Account and Missionary Contributions Account upon Termination of Employment. The Employer may amend such policy at any time as it relates to contributions made after the date of such amendment.

(2) Withdrawal of Rollover Contributions Account. A Participant may elect to withdraw all or a portion of the Rollover Contributions Account at any time.

(3) Withdrawal of Nondeductible Employee Contributions Account. A Participant may elect to withdraw all or a portion of the Nondeductible Employee Contributions Account at any time.

(b) Manner of Distribution. The Plan Administrator will liquidate all or a portion of the Account Balance of any Participant who makes a withdrawal election pursuant to subparagraph (a) above. All required Employer contributions must be received prior to any liquidation of a Participant's Employer Contribution Account.

(c) Approval of Trustees. The Trustees may, in their discretion, delay the distribution of funds to a Participant or Beneficiary. The exercise of such discretion to prevent the Trust Fund from incurring losses upon liquidation of assets will be a proper exercise of this discretion.

## **9.7 Domestic Relations Order**

Notwithstanding any other provisions of Section IX, a Participant's Account may be apportioned between the Participant and an alternate payee (as defined in Code Section 414(p)(8)) either through separate Accounts or by providing the alternate payee with a percentage of the Participant's Account. The Trustees may direct distributions to an alternate payee pursuant to a domestic relations order as defined in Code Section 414(p)(1)(B) prior to the date on which the Participant attains the earliest retirement age, provided that the Trustees have properly notified the affected Participant and each alternate payee of the terms of the order. The alternate payee shall be paid the separate Account or percentage of the Participant's Account, computed as of the date specified in the domestic relations order, in a lump sum payment notwithstanding the value of such lump sum payment unless the domestic relations order specifies a different manner of payment permitted by the Plan. The alternate payee will not be required to consent to such lump sum payment. In no event shall the Trustees direct distributions pursuant to a domestic relations order which provides that a former spouse is to be treated as the current spouse of a Participant.

## **9.8 Retired Minister Housing Allowance**

The Trustees may designate a certain portion, up to 100%, of a retired minister's benefit payments to be paid to said retired 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.

## **Section X**

### **Distribution Requirements**

#### **10.1 General Rules**

**10.1.1** The requirements of this Section X shall apply to any distribution of a Participant's interest in the Plan and will take precedence over any inconsistent provisions of this Plan.

**10.1.2** All distributions required under this Section X shall be determined and made in accordance with the Treasury Regulations (as defined in subsection 10.7.7).

#### **10.2 Required Beginning Date**

The entire interest of a Participant must be distributed or begin to be distributed no later than the Participant's Required Beginning Date (as defined in subsection 10.7.6).

#### **10.3 Limits on Distribution Periods**

As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof):

- (a) the life of the Participant,
- (b) the life of the Participant and a Designated Beneficiary,
- (c) a period certain not extending beyond the life expectancy of the Participant, or
- (d) a period certain not extending beyond the joint and last survivor expectancy of the Participant and a Designated Beneficiary.

#### **10.4 Determination of Amount to be Distributed Each Year**

If the Participant's interest is to be distributed in other than a single sum, the following minimum distribution rules shall apply on or after the Required Beginning Date:

##### **10.4.1 General Rule**

(a) If a Participant's Benefit (as defined in subsection 10.7.5) is in the form of an individual account, the minimum amount required to be distributed for each Distribution Calendar Year (as defined in subsection 10.7.3) is equal to the quotient obtained by dividing the account by the Applicable Distribution Period (as defined in subsection 10.7.1). However, the required minimum distribution amount shall never exceed the entire account balance on the date of the distribution.

(b) The minimum distribution required for the Participant's first Distribution Calendar Year must be made on or before the Participant's Required Beginning Date. The minimum distribution for other calendar years, including the minimum distribution for the Distribution Calendar Year in which the Employee's Required Beginning Date occurs, must be made on or before December 31 of that Distribution Calendar Year.

**10.4.2 Other Forms.** If the Participant's Benefit is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations.

## **10.5 Death Distribution Provisions**

**10.5.1 Distribution Beginning Before Death.** If the Participant dies after distribution of the Participant's interest has begun, the remaining portion of such interest will be distributed in accordance with the provisions of A-5 of Treasury Regulations § 1.401(a)(9)-5(a).

**10.5.2 Distribution Beginning After Death.** If the Participant dies before distribution of the Participant's interest begins, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year in which the fifth anniversary of the Participant's death occurs, except to the extent that an election is made to receive distributions in accordance with (a) or (b) below:

(a) If any portion of the Participant's interest is payable to a Designated Beneficiary, distributions may be made over the life or over a period certain not greater than the life expectancy of the Designated Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which the Participant died;

(b) If the Designated Beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with (a) above shall not be earlier than the later of (1) December 31 of the calendar year immediately following the calendar year in which the Participant died and (2) December 31 of the calendar year in which the Participant would have attained age 70½.

The Participant's Designated Beneficiary must elect the method of distribution no later than the earlier of (1) December 31 of the calendar year in which distributions would be required to begin under this section, or (2) December 31 of the calendar year which contains the fifth anniversary of the date of death of the Participant. If the Participant has no Designated Beneficiary, or if the Designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**10.5.3** For purposes of subsection 10.5.2 above, if a Participant's surviving spouse is the Participant's sole Designated Beneficiary and such spouse dies after the Participant, but before payments to the surviving spouse begin, the provisions of subsection 10.5.2, with the exception of paragraph (b) therein, shall be applied as if the surviving spouse were the Participant.

**10.5.4** For the purposes of subsection 10.5, distribution of a Participant's interest is considered to begin on the Participant's Required Beginning Date (or, if subsection 10.5.3 above is applicable, the date distribution is required to begin to the surviving spouse pursuant to subsection 10.5.2 above). If distribution in the form of an annuity irrevocably commences to the Participant before the Required Beginning Date, the date distribution is considered to begin is the date distribution actually commences.

**10.6** 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 Participant's death.

(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 A-5 of Treasury Regulations § 1.401(a)(9)-4.

(d) A copy of the trust instrument is provided to the Plan Administrator. In the alternative, the Plan Administrator may require the Participant to provide 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 on their entitlement, and certify, in accordance with the procedure adopted by the Plan Administrator, that, to the best of the Participant's knowledge, this list is correct and complete and that all the other requirements listed in subparagraphs (a) through (c) have been met. Under this second alternative, the Participant agrees to provide the Plan Administrator with corrected certifications if any amendment to the trust changes the information previously certified. The Participant must also agree to provide the Plan Administrator with a copy of the trust upon request.

If a trust meets the foregoing requirements, the relevant life expectancy of the Designated Beneficiary for purposes of calculating the Applicable Distribution Period under this Section X 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 not be treated as a Designated Beneficiary for purposes of this Section X, but still may be designated as a Participant's Beneficiary under this Plan.

## **10.7 Definitions**

For purposes of this Section X, the following definitions shall apply:

**10.7.1 Applicable Distribution Period.** The Applicable Distribution Period for minimum distributions during a Participant's lifetime shall be determined in accordance with the provisions of A-4 in Treasury Regulation § 1.401(a)(9)-5. The Applicable Distribution Period for minimum distributions after a Participant's death shall be determined in accordance with the provisions of A-5 of Treasury Regulation § 1.401(a)(9)-5.

**10.7.2 Designated Beneficiary.** The individual (including a trust) who is designated as the Beneficiary under the Plan in accordance with Code Section 401(a)(9) and Treasury Regulation § 1.401(a)(9)-4.

**10.7.3 Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to subsection 10.5 above.

**10.7.4 Life Expectancy.** For purposes of this Section X, life expectancy and joint and last survivor expectancy shall be computed by use of the Single Life Table in A-1 of Treasury Regulation § 1.401(a)(9)-9 and the Joint and Last Survivor Table in A-3 of Treasury Regulation § 1.401(a)(9)-9.

**10.7.5 Participant's Benefit**

(a) **General Rule.** The Account Balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year increased by the amount of any contributions or forfeitures allocated to the Account Balance as of dates in such calendar year after such Valuation Date and decreased by distributions made in the Distribution Calendar Year after such Valuation Date.

(b) **Exceptions for Second Distribution Calendar Year.** For purposes of paragraph (a) above, if any portion of the minimum distribution for the first Distribution Calendar Year is made in the second Distribution Calendar Year on or before the Required Beginning Date, the amount of the minimum distribution made in the second Distribution Calendar Year shall be treated as if it had been made in the immediately preceding Distribution Calendar Year.

**10.7.6 Required Beginning Date.** The Required Beginning Date of a Participant is the first day of April of the calendar year following the calendar year in which the later of retirement or attainment of age 70½ occurs.

**10.7.7 Treasury Regulations.** Unless otherwise indicated, for purposes of this Section X, Treasury Regulations shall mean those final and proposed regulations promulgated pursuant to Code Section 401(a)(9) and issued April 17, 2002 and June 15, 2004.



## **10.8 Transitional Rule**

**10.8.1** Notwithstanding the other requirements of this Section X, distributions on behalf of any Employee may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(a) The distribution is one which would not have disqualified the Plan and Trust under Section 401(a)(9) of the Code as in effect prior to amendment by the Deficit Reduction Act of 1984.

(b) The distribution is made in accordance with a method of distribution designated by the Employee whose interest in the Trust Fund is being distributed or, if the Employee is deceased, by a Beneficiary of such Employee.

(c) Such designation was in writing, was signed by the Employee or the Beneficiary, and was made before January 1, 1984.

(d) The Employee had accrued a benefit under the Plan as of December 31, 1983.

(e) The method of distribution designated by the Employee or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and, in the case of any distribution made after the Employee's death, the Beneficiaries of the Employee are listed in order of priority.

**10.8.2** A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Employee.

**10.8.3** For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Employee, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements of subsections 10.8.1(a) and (e).

**10.8.4** If a designation described in subsection 10.8.1 is revoked, any subsequent distribution must satisfy the requirements of Section 401(a)(9) of the Code and the Treasury Regulations. If a designation is revoked subsequent to the date distributions are required to begin, the Trust must distribute, by the end of the calendar year following the calendar year in which the revocation occurs, the total amount not yet distributed which would have been required to have been distributed to satisfy Code Section 401(a)(9) and the Treasury Regulations, but for the election provided in subsection 10.8.1. Such distributions must meet the minimum distribution incidental benefit requirements of Code Section 401(a)(9)(G) and the Treasury Regulations. Any changes in a designation described in subsection 10.8.1 will be considered to be a revocation of such designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the

designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in § 1.401(a)(9)-7 of the Treasury Regulations shall apply.

#### **10.9 Temporary Waiver of Minimum Distribution Requirements**

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

## **Section XI**

### **Benefit Payments at Retirement**

#### **11.1 Retirement Benefits**

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

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

(b) Fixed Installment. The Participant will receive a dollar amount specified by the Participant until the Participant's interest has been completely paid out. The amount of the installment to be distributed each year must be at least an amount equal to the amount required under subsection 10.4.1 and the requirements of Section 401(a)(9) of the Code.

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

(d) Other Benefit Forms. To the extent permitted in the case of qualified church plans, benefits may be paid out in any other form that is acceptable to the Plan Administrator, 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 X related to required minimum distributions and any other requirements of Code section 401(a)(9) and applicable Treasury Regulations.

#### **11.2 How Benefits Are Paid**

The Participant or Beneficiary may choose to receive benefits in single lump sum; in monthly, quarterly, semiannual or annual installments; or in an annuity as described in section 11.1(c). Benefits will be paid until the Account has been completely depleted, or upon such other termination date provided for in this Section XI.

#### **11.3 Payment of Small Benefits**

Notwithstanding any other provision of this Plan, the Trustee'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 Trustees 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.

## 11.4 Purchase of Annuity Contracts

(a) Effective on the date provided in Section 11.4(d), the Trustees shall be authorized to purchase a fixed annuity from a licensed insurance company, as selected by the Trustees in their sole discretion, for each Participant who is receiving an annuity benefit from the Plan and to whom payments pursuant to such annuity benefit were first made prior to January 1, 2010. The annuity purchased by the Trustees shall provide the same level of annuity benefit that the Participant is currently receiving from the Plan and shall include a fixed annual increase in an amount to be determined by the Trustees in their sole discretion.

(b) Notwithstanding the provisions in Section 11.4(a), in the case of a Participant described in Section 11.4(a) who is receiving a fixed period annuity benefit, if the period remaining on the Participant's fixed period annuity benefit is less than twelve (12) months from the Effective Date, the amount remaining in such Participant's Account may be paid to the Participant in a lump sum payment as soon as administratively feasible.

(c) Notwithstanding the provisions in Section 11.4(a), a Participant who is receiving a fixed installment benefit may elect in writing to receive the amount remaining in the Account payable either under one of the benefit options described in Sections 11.1. If no such election is received prior to January 1, 2013, the amount remaining in the Participant's Account shall be paid in the form of benefit described in Section 11.1(b).

(d) For purposes of this Section 11.4, the term "Effective Date" shall mean October 1, 2012.

## **Section XII Modification for Top Heavy Plans**

### **12.1 Application of Section**

If the Plan is or becomes top-heavy in any Plan Year, the provisions in this Section XII will supersede any conflicting provisions in the Plan or any Employer's adoption agreement.

### **12.2 Definitions**

For purposes of this Section XII, the following definitions shall apply:

**12.2.1 Top Heavy Plans.** This Plan will constitute a Top Heavy Plan for a Plan Year if, as of the Determination Date, (i) the aggregate of the Employer and Participant Accounts of Key Employees exceeds sixty percent (60%) of the aggregate of the Employer and Participant Accounts of all Employees under the Plan and all plans of an Aggregation Group, all valued as of the last day of the preceding Plan Year (or in the case of the Plan Year in which occurs the effective date of this Plan, the last day of such Plan Year) or (ii) if the Plan is part of a Top Heavy Group.

**12.2.2 Top Heavy Group.** This Plan will be deemed to be part of a Top Heavy Group if the plans which make up the group of which this Plan is considered a part are such that, when aggregated, the sum of (i) the present value of the Accounts of Key Employees under all defined benefit plans in the group and (ii) the value of Accounts of Key Employees under all defined contribution plans in the group, exceeds sixty percent (60%) of the sum of such amounts for all employees who participate in the plans of such group. The group of plans of which this Plan will be considered a part includes: (i) all plans of the Employer in which a Key Employee participates; (ii) all plans which enable a Plan in which a Key Employee participates to meet the qualification requirements of Code Section 401(a)(4) or Code Section 410; and (iii) all plans which the Employer, in its discretion, decides to include, provided that the inclusion of such Plan or plans would not prevent the group of plans from meeting the qualification requirements of Code Section 401(a)(4) and Code Section 410.

**12.2.3 Key Employee.** An Employee or former Employee (including any deceased Employee) who, at any time during the Plan Year that includes the determination date, is any of the following:

(i) An officer of the Employer with annual compensation (as defined in Section 414(q)(4) of the Code) from such Employer which is greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code).

(ii) A "five percent owner" of the Employer. For purposes of this subsection 12.2.3, "five percent owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than five percent (5%) of the outstanding

stock of the Employer or stock possessing more than five percent (5%) of the total combined voting power of all stock of the Employer.

(iii) A “one percent owner” of the Employer with annual compensation (as defined in Section 414(q)(4) of the Code) from the Employer of more than \$150,000. For purposes of this subsection 12.2.3, “one percent owner” means any person who owns (or is considered as owning within the meaning of Code Section 318) more than one percent (1%) of the outstanding stock of the Employer or stock possessing more than one percent (1%) of the total combined voting power of all stock of the Employer.

In determining percentage ownership hereunder, employers that would otherwise be aggregated under Code Sections 414(b), (c) and (m) shall be treated as separate employers. However, in determining whether an individual receives compensation of more than \$150,000, compensation from each employer required to be aggregated under Code Section 414(b), (c) and (m) shall be taken into account.

**12.2.4 Amounts Included for Computation Purposes.** In determining, for purposes of this subsection 12.2, the amount of an Employee’s Account, there will be included therein the present value of all distributions made within a one (1) year period ending on the date such determination is made, including distributions from terminated plans required to be considered pursuant to subsection 12.2.7(d). The preceding sentence shall apply to the distributions under a terminated plan which if it had not been terminated would have been in the Required Aggregation Group. Furthermore, the Account balances of any Employee who is not a Key Employee for the Plan Year in question, but was a Key Employee in any previous Plan Year, shall not be taken into consideration in making any of the computations required in this subsection 12.2. The Account balance of any individual who has not performed any services for the Employer within the one (1) year period ending on the date such determination is made will not be taken into account for purposes of subsection 12.2. Except to the extent provided in regulations of the Secretary of the Treasury, any Rollover Contributions (or similar transfers) made to the Plan after December 31, 1983 will not be taken into consideration in making any of the computations required by this subsection 12.2.

**12.2.5 Non-Key Employee.** Any Employee who is not a Key Employee.

**12.2.6 Determination Date.** Determination Date means (a) the last day of the preceding Plan Year, or (b) in the case of the first Plan Year, the last day of such Plan Year.

**12.2.7 Aggregation Group.** Aggregation Group means either a Required Aggregation Group or a Permissive Aggregation Group as hereinafter determined.

(a) **Required Aggregation Group:** In determining a Required Aggregation Group hereunder, each plan of the Employer in which a Key Employee is a participant in the Plan Year containing the Determination Date or any of the four preceding Plan Years, and each other plan of the Employer which enables any plan in which a Key Employee participates to meet the

requirements of Code Section 401(a)(4) or 410, will be required to be aggregated. Such group shall be known as a Required Aggregation Group.

In the case of a Required Aggregation Group, each plan in the group will be considered a Top Heavy Plan if the Required Aggregation Group is a Top Heavy Group. No plan in the Required Aggregation Group will be considered a Top Heavy Plan if the required Aggregation Group is not a Top Heavy Group.

(b) Permissive Aggregation Group: The Employer may also include any other plan not required to be included in the Required Aggregation Group, provided the resulting group, taken as a whole, would continue to satisfy the provisions of Code Sections 401(a)(4) and 410. Such group shall be known as a Permissive Aggregation Group.

In the case of a Permissive Aggregation Group, a plan that is part of the Required Aggregation Group will be considered a Top Heavy Plan only if the Permissive Aggregation Group is a Top Heavy Group. No plan in the Permissive Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is not a Top Heavy Group.

(c) Only those plans of the Employer in which the Determination Dates fall within the same calendar year shall be aggregated in order to determine whether such plans are Top Heavy Plans.

(d) An Aggregation Group shall include any terminated plan of the Employer if it was maintained within the last five (5) years ending on the Determination Date.

**12.2.8 Accrual Rate.** Solely for the purpose of determining if the Plan, or any other Plan included in the Top Heavy Group of which this Plan is a part, is top-heavy, the Account of the Participant other than a Key Employee will be determined under (i) the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employer or by other members of an affiliated service group (under Code Section 414(m)), a controlled group of corporations (under Code Section 414(b)), a group of trades or businesses under common control (under Code Section 414(c)) of which the Employer is a member and any other entity required to be aggregated with the Employer pursuant to regulations under Code Section 414(o), or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional accrual rate of Code Section 411(b)(1)(C).

### **12.3 Minimum Contributions**

For any Plan Year in which this Plan is determined to be a Top Heavy Plan, either (i) a minimum Employer contribution will be made, pursuant to this Plan or another defined contribution plan maintained by the Employer, to the account of each Non-Key Employee Participant (except those who terminated employment with the Employer at the end of the Plan Year), or (ii) a minimum non-integrated benefit must be provided to each Non-Key Employee Participant (except those who terminated employment with the Employer at the end of the Plan Year), pursuant to a defined benefit plan maintained by the Employer.

For purposes of the first sentence of this subsection 12.3, the minimum Employer contribution provided to each Non-Key Employee Participant (except those who terminated employment with the Employer at the end of the Plan Year) will be equal to three percent (3%) of such Non-Key Employee's Compensation. If, however, the Employer contribution, under this and any other defined contribution plan required to be included in the Top Heavy Group and maintained by the Employer, for any Key Employee Participant for such Plan Year is less than three percent (3%) of such Key Employee's 415 Compensation (as defined in subsection 6.4.2), then, the Employer contribution to each Non-Key Employee Participant (except those who terminated service with the Employer at the end of the Plan Year) will equal the amount which results from multiplying such Participant's Compensation times the highest contribution rate of any Key Employee covered by the Plan.

For the purposes of the first sentence of this subsection 12.3, the minimum non-integrated benefit provided by the Employer to each Non-Key Employee Participant (except those who terminated employment with the Employer at the end of the Plan Year) is an amount, which when expressed as an annual retirement benefit, will be no less than two percent (2%) of such Non-Key Employee's average annual Compensation for the five (5) highest consecutive years of service, multiplied by the Employee's years of service with the Employer, not to exceed ten (10) years. For the purposes of the preceding sentence, years of service with the Employer will not include years of service completed during any Plan Year which begins before January 1, 1984, or years of service completed during a Plan Year for which the Plan is not a Top Heavy Plan. For purposes of this subsection 12.3, the minimum benefit provided above shall be computed in the form of a single life annuity with no ancillary benefits, beginning at Normal Retirement Age.



## **Section XIII Trust Fund and Trustees**

### **13.1 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.

### **13.2 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.

### **13.3 Authority of Trustees and Assets of the Trust Fund**

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

### **13.4 Investment Options**

The Trustees shall, in their discretion, select Investment Funds in which the Trust will purchase unit shares pursuant to Participant investment instructions provided in accordance with Section XIV. All Investment Funds will be administered and managed by the Trustees.

### **13.5 Changes and Deletions of Investment Funds**

The Trustees, in their discretion, may from time to time change the Investment Funds, delete Investment Funds or offer additional Investment Funds.

### **13.6 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. 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.

## **Section XIV Investment Provisions**

### **14.1 Investment of Future Contributions**

(a) Amount of Investment Election. A Participant may direct the Trustees, by submission of proper written or voice instructions, in such form as the Plan Administrator, 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%).

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

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

### **14.2 Investment of Past Contributions**

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

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

## **Section XV Amendments and Termination**

### **15.1 Amendments**

The Sponsor reserves the right to alter or amend the Plan; provided however, that the Plan Administrator shall have the discretion to amend the Plan to the extent that an amendment involves no change in policy and little or no change in cost or benefits. The Plan Administrator may delegate its authority to amend the Plan to a third party with whom it has contracted for Plan administration services, to the extent an amendment is required to comply with changes in statutory or regulatory requirements applicable to the Plan. Amendments approved by the Plan Administrator's delegate shall be reported to the Plan Administrator on a regular basis. Amendments approved by the Plan Administrator shall be reported to the Sponsor on a regular basis. No modification or amendment will make it possible for assets of the Trust Fund to be used for, or diverted to, purposes other than the exclusive benefit of Participants and their Beneficiaries. No modification or amendment will reduce any accrued benefits. However, each Employer retains the right to change the stipulations in the Adoption Agreement, and such a change will not be deemed an amendment to the Plan.

### **15.2 Right to Terminate**

It is the present intention of the Sponsor to maintain this Plan throughout its existence. Nevertheless, the Sponsor may terminate the Plan at any time and may direct and require the Trustees to liquidate the Trust. In the event the Sponsor ceases to exist, the Plan will terminate and the Trust will be liquidated, unless continued by a successor.

### **15.3 Liquidation of Trust Fund**

Upon termination of the Plan, the interest of each Participant and Beneficiary will become fully vested. The assets of the Trust will be liquidated by payment to each Participant and Beneficiary of the amount credited to the Participant's or Beneficiary's Account after provision is made for the expenses of liquidation, and after the Accounts have been adjusted to reflect earnings or losses of the Trust Fund.

### **15.4 Cessation of Participation**

(a) An Employer may withdraw from this Plan or cease all future contributions to this Plan, upon proper written direction to the Plan Administrator. The amounts maintained in Accounts of affected Participants shall, unless the Trustees exercise their right pursuant to subsection 15.4(b), 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) If an Employer withdraws from the Plan in accordance with the provisions of subsection 15.4(a) and the Plan is amended or restated by the adopting Employer with a new trustee being designated, the Trustees, in their sole and absolute discretion, may transfer assets

attributable to that Employer to the new trustee, upon receiving an opinion of counsel or other satisfactory evidence that such a transfer is legally permissible.

### **15.5 Manner of Distribution**

Any distribution to Participants or Beneficiaries after termination of the Plan or upon withdrawal of any Employer from the Plan may be made from time to time, in whole or in part, to the extent that no discrimination in value results as the Trustees may determine. In making such distribution, any and all determinations, divisions, appraisals, apportionments and allotments so made will be final and conclusive and not subject to question by any person.

**Section XVI**  
**Plan Administration**

**16.1 Plan Administrator**

The Trustees shall serve as administrator of the Plan and shall administer the Plan in accordance with its terms.

**16.2 Powers and Duties of Plan Administrator**

The Plan Administrator will have the authority and the responsibility to administer the Plan, to keep records and make allocations with respect to Participant and Beneficiary Accounts, and to notify Participants, of the value in their Accounts at least annually, unless a Participant has chosen an annuity form of benefit. The Plan Administrator may adopt such rules as it deems advisable. The Plan Administrator may employ such agents, attorneys, actuaries, third-party administrators, or clerical assistants as it deems necessary.

**16.3 Rules and Decisions**

All rules and decisions of the Plan Administrator will be uniformly and consistently applied to all Participants and Beneficiaries in similar circumstances. When making a determination or calculation, the Plan Administrator will be entitled to rely upon information furnished by an Employer or an actuary.

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.

**16.4 Arbitration**

In the event of an unresolved disagreement, 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.

## **Section XVII Plan Integrity**

### **17.1 Church Plan**

This Plan is intended to be a qualified church plan as described in Sections 401(a) and 414(e) of the Code. Consequently, all adopting Employers must meet the requirements for participation in such a plan, including tax exemption under Section 501(c)(3) of the Code. In the event of any ambiguity or uncertainty in the administration or interpretation of the Plan, the Plan shall be administered and/or interpreted as necessary to meet the pertinent requirements applicable to a church plan.

### **17.2 Withdrawal**

In the event any Employer adopting this Plan no longer meets the criteria for participation in this Plan, the Employer shall immediately notify the Plan Administrator of such fact and shall promptly withdraw from the Plan, taking all reasonable steps requested by the Plan Administrator to preserve the status of the Plan as a qualified church plan.

### **17.3 Termination of Employer's Participation**

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

- (a) the adopting Employer is ineligible to participate in the Plan, or
- (b) the adopting Employer is not timely supplying the information required by the Plan Administrator to administer the Plan.

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

If an adopting Employer terminates participation or is terminated as an Employer under the Plan, the Trust funds attributable to that Employer and its Employees/Participants shall be applied or distributed in accordance with the provisions of subsection 15.4 and any other provisions of the Plan which may be applicable at the time of the Employer's termination. In the event of such termination, the Trustees may reserve from funds distributable to the adopting 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 adopting Employer and until the final distribution to an adopting Employer, 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.

## **Section XVIII Direct Rollovers**

### **18.1 Right of Direct Rollover**

Notwithstanding any provision of the plan to the contrary that would otherwise limit a Distributee's election under this Section, 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.

### **18.2 Eligible Rollover Distribution**

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and any distribution made upon hardship of the employee; and any other distribution which is not an eligible rollover distribution under applicable law.

The maximum amount which may be transferred in an Eligible Rollover Distribution shall not exceed the maximum amount as defined in Code Section 402(c)(2). A portion of the distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. Notwithstanding the provisions of subsection 18.3 below, after-tax employee contributions may only be transferred: (i) in a direct rollover to an annuity plan described in Code Section 403(b), which agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or (ii) to an individual retirement account or annuity described in Code section 408(a) or 408(b), or (iii) in the case of a rollover of any portion of a Roth Contributions Account, to a Roth IRA described in Code section 408A.

### **18.3 Eligible Retirement Plan**

An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code (including an annuity contract described in Section 403(b)(1) of the Code, a custodial account described in Section 403(b)(7) of the Code, or a retirement income account described in Section 403(b)(9) of the Code), an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible employer described in Section 457(e)(1)(A), a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution, and any other plan or arrangement determined to be, under applicable law, an eligible retirement plan with respect to a distribution from a Code Section 401(a) plan. Notwithstanding the foregoing, effective January 1, 2010, an Eligible

Retirement Plan is an inherited individual retirement account or individual retirement annuity in the case of an Eligible Rollover Distribution to a Beneficiary other than a surviving spouse.

#### **18.4 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 domestic relations order, as defined in Section 414(p)(1)(B) of the Code, are Distributees with regard to the interest of the spouse or former spouse. Effective January 1, 2010, a Distributee also includes the Employee's Beneficiary who is entitled to a distribution under Section 9.3, but only to the extent that the Eligible Rollover Distribution is transferred to an inherited individual retirement account or individual retirement annuity.

#### **18.5 Direct Rollover**

A Direct Rollover is a payment by the plan to the Eligible Retirement Plan specified by the Distributees.



**Section XIX**  
**Miscellaneous Provisions**

**19.1 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.

**19.2 Rights to Trust Assets**

No Participant or Beneficiary will have any right to, or interest in, any part of the Trust's assets upon termination of employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Participant or Beneficiary out of the assets in the Trust. All payments of benefits as provided for in this Plan will be made solely out of the assets in the Trust, and neither the Employer nor the Trustees will be liable therefore in any manner.

**19.3 Nonalienation of Benefits**

Benefits payable under this Plan will not be subject in any manner to anticipation, alienation, sales, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to actually being received by the person entitled to the benefit 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 will be void. The preceding sentence will not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant or Beneficiary pursuant to a domestic relations order. The Trust will not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

**19.4 Military Leave**

Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with the provisions of 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."

## **19.5 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 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 subsection 19.5 will completely discharge the obligation for making such payment under the Plan.

## **19.6 Notification of Mailing Address**

Each Participant and other person entitled to benefits hereunder will be responsible to notify the Plan Administrator in writing of a change of 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 will constitute adequate payment or notice to such person and be binding on such person for all purposes of the Plan. Neither the Plan Administrator nor the Trustees will be under any obligation to search for or ascertain the whereabouts of any such person.

## **19.7 Unclaimed Benefits**

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.

## **19.8 Disclaimer of Liability**

Neither Mennonite Church USA Executive Board, the Employer, nor the Trustees guarantee the Trust in any manner against loss or depreciation. The Employer and the Trustees will not be liable for any act or failure to act which is made in good faith pursuant to the provisions of the Plan. The Employer will not be responsible for any act or failure to act on the part of the Trustees.

## **19.9 Responsibilities of Parties**

The Plan Administrator shall be responsible for the administration and management of

the Plan, and the Trustees shall have responsibility for the management and control of the assets of the Plan.

#### **19.10 Fees and Expenses**

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

#### **19.11 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.

#### **19.12 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.

#### **19.13 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.

This amended and restated Plan is executed on this 1 day of NOV, 2018 to be effective on January 1, 2018.

MENNONITE CHURCH USA EXECUTIVE BOARD

By: *C. L. Crumpton*

Its: Executive Director

**ATTACHMENT A**  
**Supplement to Mennonite Retirement Plan**

This Supplement describes the special provisions applicable to contributions that were made to the Walnut Hills Retirement Communities, Inc. Retirement Plan after that plan's merger into the Mennonite Retirement Plan.

1. DEFINITIONS

Whenever used in this Supplement, capitalized terms shall have the same meaning given them in Article I of the Plan. In addition, the following terms shall have the respective meanings set forth below unless otherwise expressly provided herein, and when the defined meaning is intended the term is capitalized:

(a) Elective Deferrals Account

The sub-account in the Walnut Hills Plan that is attributable to contributions made to the Walnut Hills Plan made pursuant to a Participant's deferral election.

(b) Qualified Matching Contributions Account

The sub-account in the Walnut Hills Plan that is attributable to matching contributions made by Walnut Hills to the Walnut Hills Plan.

(c) Walnut Hills

Walnut Hills Retirement Communities, Inc.

(d) Walnut Hills Plan

The Walnut Hills Retirement Communities, Inc.. Retirement Plan, as in effect on December 31, 2012.

(e) Walnut Hills Plan Account

The sub-account in a Plan Account that is maintained by the Trustees for the purpose of separately accounting for a Participant's or Beneficiary's interest in the Trust Fund attributable to contributions made to the Walnut Hills Plan. The balance in a Participant's Walnut Hills Plan Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

The Trustees will maintain the following accounts in the Walnut Hills Plan Account for each Participant, to the extent applicable:

(1) Salary Reduction Contributions Account – the Participant’s Elective Deferral Account from the Walnut Hills Plan, adjusted by the earnings and losses of the Trust Fund under Section VIII of the Plan.

(2) Matching Contributions Account – the Participant’s Qualified Matching Contributions Account from the Walnut Hills Plan, adjusted by the earnings and losses of the Trust Fund under Section VIII of the Plan.

## 2. HARDSHIP WITHDRAWALS

(a) Immediate And Heavy Financial Need. A Participant who has not terminated service with the Employer and who is not yet entitled to receive benefits under this Plan may take a hardship withdrawal of all or a portion of the Walnut Hills Plan Account (not including any earnings attributable to elective deferrals made to the Walnut Hills Plan). A hardship withdrawal shall only be made in the event of an immediate and heavy financial need arising from:

(1) expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d) (determined without regard to whether the expenses exceed 7.5 percent of adjusted gross income) incurred by the Participant, or the Participant’s spouse, children or dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B));

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

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

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

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

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

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

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

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

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

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

### 3. DISTRIBUTIONS DURING WORKING RETIREMENT

A Participant who has attained age 59½ may elect to receive a distribution of the Walnut Hills Plan Account whether or not the Participant has terminated employment with the Employer. An election to receive distributions under this Section 3 must be filed in accordance with procedures established by the Plan Administrator. A Participant who elects to receive retirement benefits pursuant to this Section 3 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 Section IX of the Plan.

### 4. LIMITATION ON DISTRIBUTION OF CONTRIBUTIONS.

Notwithstanding any other provisions in the Plan to the contrary, a Participant shall not be entitled to a distribution of any amounts held in the Salary Reduction Contributions Account (described in sections 1(e)(1) of this Supplement unless such Participant has attained age 59½, had a severance from employment, died or become disabled (within the meaning of Code section 72(m)(7)), or in the case of hardship, as provided under section 2 of this Supplement.

**ATTACHMENT B**  
**Supplement to Mennonite Retirement Plan**

This Supplement describes the special provisions applicable to contributions that were made to the OrrVilla, Inc. Retirement Plan after that plan's merger into the Mennonite Retirement Plan.

1. DEFINITIONS

Whenever used in this Supplement, capitalized terms shall have the same meaning given them in Article I of the Plan. In addition, the following terms shall have the respective meanings set forth below unless otherwise expressly provided herein, and when the defined meaning is intended the term is capitalized:

(a) Elective Deferrals Account

The sub-account in the OrrVilla Plan that is attributable to pre-tax contributions made to the OrrVilla Plan made pursuant to a Participant's deferral election.

(b) Roth Elective Deferral Account

The sub-account in the OrrVilla Plan that is attributable to Roth contributions made to the OrrVilla Plan made pursuant to a Participant's deferral election.

(c) Qualified Matching Contributions Account

The sub-account in the OrrVilla Plan that is attributable to matching contributions made by OrrVilla to the OrrVilla Plan.

(d) OrrVilla

OrrVilla, Inc.

(e) OrrVilla Plan

The OrrVilla, Inc. Retirement Plan, as in effect on July 31, 2015.

(f) OrrVilla Plan Account

The sub-account in a Plan Account that is maintained by the Trustees for the purpose of separately accounting for a Participant's or Beneficiary's interest in the Trust Fund attributable to contributions made to the OrrVilla Plan. The balance in a Participant's OrrVilla Plan Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

The Trustees will maintain the following accounts in the OrrVilla Plan Account for each Participant, to the extent applicable:

(1) Salary Reduction Contributions Account – the Participant’s Elective Deferral Account from the OrrVilla Plan, adjusted by the earnings and losses of the Trust Fund under Section VIII of the Plan.

(2) Roth Contributions Account – the Participant’s Roth Elective Deferral Account from the OrrVilla Plan, adjusted by the earnings and losses of the Trust Fund under Section VIII of the Plan.

(3) Matching Contributions Account – the Participant’s Qualified Matching Contributions Account from the OrrVilla Plan, adjusted by the earnings and losses of the Trust Fund under Section VIII of the Plan.

## 2. HARDSHIP WITHDRAWALS

(a) Immediate And Heavy Financial Need. A Participant who has not terminated service with the Employer and who is not yet entitled to receive benefits under this Plan may take a hardship withdrawal of all or a portion of the Salary Reduction Contributions Account maintained in the OrrVilla Plan Account (not including any earnings attributable to elective deferrals made to the OrrVilla Plan). A hardship withdrawal shall only be made in the event of an immediate and heavy financial need arising from:

(1) expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d) (determined without regard to whether the expenses exceed 7.5 percent of adjusted gross income) incurred by the Participant, or the Participant’s spouse, children or dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B));

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

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

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

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

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



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

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

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

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

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

### 3. DISTRIBUTIONS DURING WORKING RETIREMENT

A Participant who has attained age 59½ may elect to receive a distribution of the OrrVilla Plan Account whether or not the Participant has terminated employment with the Employer. An election to receive distributions under this Section 3 must be filed in accordance with procedures established by the Plan Administrator. A Participant who elects to receive retirement benefits pursuant to this Section 3 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 Section IX of the Plan.

### 4. LIMITATION ON DISTRIBUTION OF CONTRIBUTIONS.

Notwithstanding any other provisions in the Plan to the contrary, a Participant shall not be entitled to a distribution of any amounts held in the Salary Reduction Contributions Account or Roth Contributions Account (described in sections 1(f)(1) and (2) of this Supplement unless such Participant has attained age 59½, had a severance from employment, died or become disabled (within the meaning of Code section 72(m)(7)), or in the case of hardship, as provided under section 2 of this Supplement.

AMENDMENT TO THE  
MENNONITE RETIREMENT PLAN  
MONEY PURCHASE PENSION PLAN

THIS AMENDMENT is made and entered into by the Trustees of the Mennonite Retirement Plan Money Purchase Pension 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 money purchase pension plan known as the Mennonite Retirement Plan Money Purchase Pension Plan; and

WHEREAS, pursuant to Section 15.1 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. The first paragraph of Section 10.5.2(b) 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:

(b) If the Designated Beneficiary is the Participant’s surviving spouse, the date distributions are required to begin in accordance with (a) above shall not be earlier than the later of (1) December 31 of the calendar year immediately following the calendar year in which the Participant died and (2) December 31 of the calendar year in which the Participant would have attained age 72. 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.

2. Section 10.7.6 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:

**10.7.6 Required Beginning Date.** The Required Beginning Date of a Participant is the first day of April of the calendar year following the calendar

year in which the later of retirement or attainment of age 72 occurs. For Participants who attained age 70½ prior to January 1, 2020, the reference to age 72 in the preceding sentence shall be replaced with age 70½.

3. Section 10.5.5 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 10.5.5(a):

**10.5.5 Deaths Occurring After December 31, 2019.**

(a) Applicability. This Section 10.5.5 applies to Participants who die after December 31, 2019 and shall supersede any contradictory provisions of Section 10.5.5 with respect to such Participants except as otherwise provided in this Section 10.5.5. If a Participant dies before January 1, 2020 and the Participant's designated Beneficiary dies after January 1, 2020, the provisions of this Section 10.5.5 shall apply to distributions to the beneficiary of the Participant's designated Beneficiary. The intent of this Section 10.5.5 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.

(b) No Designated Beneficiary.

(1) 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.

(2) 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.

(c) 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.

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

(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; 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.

(2) 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.

(3) 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.

(4) 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:

(i) the Participant's surviving spouse;

(ii) 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);

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

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

(v) an individual not described in (i) – (iv) 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.

(e) 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 10.5.5 with respect to such trust.

(f) Qualified Annuity. This Section 10.5.5 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 10.5.5.

4. 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 April 1, 2020 and ending July 31, 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.

5. Section 2(a) of Attachment A – Supplement to the Mennonite Retirement Plan is hereby amended by revising subsection (6) and adding a new subsection (7) as follows, effective as of January 1, 2019:

(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.

6. Section 2(b) of Attachment A – Supplement to the Mennonite Retirement Plan is hereby amended and restated as follows, effective as of January 1, 2019:

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

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

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

(3) Effective as of January 1, 2020, 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.

The six (6) month suspension of elective contributions and employee contributions following receipt of a hardship distribution was no longer required as of January 1, 2019.

7. Section 2(a) of Attachment B – Supplement to the Mennonite Retirement Plan is hereby amended by revising subsection (6) and adding a new subsection (7) as follows, effective as of January 1, 2019:

(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.

8. Section 2(b) of Attachment B – Supplement to the Mennonite Retirement Plan is hereby amended and restated as follows, effective as of January 1, 2019:

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

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

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

(3) Effective as of January 1, 2020, 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.

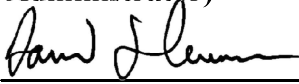
The six (6) month suspension of elective contributions and employee contributions following receipt of a hardship distribution was no longer required as of January 1, 2019.

9. 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 Plan Money  
Purchase Pension Plan  
(Plan Administrator)**

By: 

Name: David S. Weaver

Title: Chairperson of the Trustees

Dated: 9/10/2021