## **Adoption Agreement**

For MRT 403(b)

Whereas, the Mennonite Church USA, acting through the Mennonite Church USA Executive Board, maintains the Mennonite Retirement 403(b) Plan ("Plan") and the related Trust Agreement ("Trust") for the benefit of Employees of the Mennonite churches and other Mennonite-affiliated organizations participating therein, and

Whereas, the Plan is intended to be a "retirement income account" under section 403(b)(9) of the Internal Revenue Code of 1986, as amended ("Code"), and

**Whereas,** the trustees of the Plan wish to extend participation to the Adopting Employer designated below ("Adopting Employer"), whereby the Adopting Employer will thereafter be an Employer under the Plan.

**Now therefore, by this agreement,** the Adopting Employer hereby adopts the Plan and the Trust as an Employer thereunder, to provide retirement benefits for its Employees. The Plan shall consist of the terms, provisions and conditions of the Mennonite Retirement 403(b) Plan, which is attached hereto and made a part hereof for all purposes, as the same may be from time to time amended and/or restated, and which is further supplemented by the following:

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

I. Basic information	
A. Name of Adopting Employe	r
B. Address of Adopting Emplo	/er
C. Principal contact at Adoptin	g Employer
E-mail address of Principal C	ontact
Telephone	Facsimile
Nature of Adopting Employ	er's business
D. Employer Identification Nun	ber
, , , ,	ment, the Adopting Employer represents that it is a Code Section 501(c)(3) organization urch within the meaning of Section 1.05 of the Plan.
II. Effective date The effective date of the Plan,	or if making changes, the effective date of those changes
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#### III. Eligibility for contributions

The Adopting Employer may allow Employees to voluntarily make contributions from their own income into the Plan. All employee contributions will be considered pre-tax, Salary Reduction Contributions, unless the Adopting Employer elects to allow employees to make after-tax, Roth Contributions.

2201283 Non-QCCO 403(b) 1

A.	Elective Deferrals
	Employees may make Salary Reduction Contributions and, if elected by the Adopting Employer, Roth Contributions to
	the Plan in accordance with the following provisions (please select one):
	□ No salary reduction contributions are permitted.
	☐ All Employees except for the following are permitted to make pre-tax Salary Reduction Contributions (no Roth Contributions are permitted) ( <i>select all that apply</i> ):
	☐ Employees who normally work less than 20 hours per week.
	☐ Nonresident aliens.
	☐ Student employees.
	☐ Employees who participate in another plan maintained by the Adopting Employer.
	☐ All Employees are permitted to make pre-tax Salary Reduction Contributions and after-tax Roth Contributions, except
	for the following ( <i>select all that apply</i> ):
	☐ Employees who normally work less than 20 hours per week. ☐ Nonresident aliens.
	☐ Student employees.
	☐ Employees who participate in another plan maintained by the Adopting Employer.
	All Salary Reduction Contributions must be made pursuant to a written, legally binding agreement ("Salary Reduction
	Agreement") between the Adopting Employer and the Employee and shall apply only with respect to compensation
	for services rendered to the Adopting Employer by the Eligible Employee which is not currently available prior to the effective date of the salary reduction agreement. If the Adopting Employer also elects to permit Employees to make
	Roth Contributions, the Employee's Salary Reduction Agreement must specify what portion of the Employee's elective
	contribution will be made on a pre-tax basis and what portion will be made on an after-tax Roth basis. <b>Note</b> : If the
	Adopting Employer offers Employees the option of making Roth Contributions, the Adopting Employer <b>must</b> also offer
	Employees the option of making pre-tax Salary Reduction Contributions.
۸.,	tomatic enrollment
	Adopting Employer may elect to automatically enroll Employees in the Plan through either of the Automatic
	rollment sections described below (but not both). All such contributions will be considered pre-tax Salary Reduction
	ontributions.
	Automatic enrollment does NOT apply. (If this is selected, skip to Item V.)
	Automatic enrollment applies. The Plan applies the eligible automatic enrollment provisions set forth in Section 3.01(d)
	of the Plan or the automatic enrollment provisions set forth in Section 3.01(c) of the Plan. The Adopting Employer will
	provide an annual notice to affected Participants of the automatic election and their right to make a contrary election.
Α.	Elections applicable to an eligible automatic contribution arrangement (EACA)
	1. Covered Employees. Employees covered under the EACA are ( <i>Check one of the options below</i> ):
	☐ All Employees who meet the eligibility requirements of Item III of this Adoption Agreement.
	$\square$ All Employees who meet the eligibility requirements of Item III of this Adoption Agreement and who do not have
	an affirmative election in effect regarding Elective Deferrals.
	☐ All Employees who meet the eligibility requirements of Item III of this Adoption Agreement on or after the
	effective date of the EACA and who do not have an affirmative election in effect regarding Elective Deferrals.  2. Default Percentage. (Check one of the options below and insert a percentage or percentages and, if applicable, a
	date.)
	☐ The Default Percentage is%.
	☐ The initial Default Percentage is% and will increase by one percentage point as described in

IV.

inserted here: \_\_\_\_\_\_. (Insert the date of each increase.)

Section 3.01(d)(2) of the Plan until the Default Percentage is \_\_\_\_\_\_%. (*Insert the highest default percentage that will apply.*) Each increase will be effective at the beginning of the Plan Year unless a different date is

	4. Employee classifications ( <i>Please describe</i> )
	3. Be regularly scheduled to work at least hours per week.
	<ul> <li>∠ Length of service.</li> <li>☐ Immediately</li> <li>☐ Have completed months of service</li> <li>For purposes of determining months or years of service, employment with any other unit of the</li> <li>Church ☐ will / ☐ will not be taken into account. (Please check the appropriate space.)</li> </ul>
	<ul> <li>□ No employer contributions will be made.</li> <li>□ Employees of the Adopting Employer will be eligible to receive Employer Contributions when the following requirements are met:</li> <li>1. Minimum age</li></ul>
VI.	Eligibility for Employer Contributions  The Adopting Employer may elect to make Employer Contributions and/or Matching Contributions. The eligibility requirements for each type of contributions do not have to be the same.  A. Employer contributions
	Compensation shall not include the following (select any that apply):  Bonuses  Overtime  Other (specify)
	For purposes of calculating Employer Contributions, the Plan definition of Compensation applies unless the Adopting Employer elects a different definition as provided below. Section 1.07 of the Plan generally provides that Compensation shall mean the total amount of base salary, wages or other payments paid to an Employee by the Adopting Employer for personal services rendered but excluding reimbursement for direct expenses or other non-taxable allowances. In the case of a Participant who is a minister, Compensation includes clergy housing allowance which is excludable from income pursuant to section 107 of the Internal Revenue Code.
V. C	ompensation
	<ul> <li>2. Default Percentage. (Check one of the options below and insert a percentage or percentages and, if applicable, a date.)</li> <li>The Default Percentage is%.</li> <li>The initial Default Percentage is% and will increase by one percentage point until the Default Percentage is%. (Insert the highest default percentage that will apply.) Each increase will be effective at the beginning of the Plan Year unless a different date is inserted here: (Insert the date of each annual increase.)</li> </ul>
	☐ All Employees who meet the eligibility requirements of item III of this Adoption Agreement and are hired on or after (insert date) and who do not have an election in effect regarding Elective Deferrals.
	<ul> <li>applicable):</li> <li>All Employees who meet the eligibility requirements of item III of this Adoption Agreement and who do not have an election in effect regarding Elective Deferrals (all non-contributing employees).</li> </ul>
	1. Covered Employees. Employees covered under the ACA are (Check one of the options below, and insert a date if

2201283 Non-QCCO 403(b) 3

□ No □ M er □ M 1.	ching contributions  o Matching Contributions will be made. atching Contributions will be made for all employees who meet the eligibility requirements for imployer contributions as described in Item VI.A., above. atching Contributions will be made only for Employees who meet the following requirements:  Minimum age
3.	Be regularly scheduled to work at least hours per week.
	Employee classifications ( <i>Please describe</i> )
	ne Adopting Employer is responsible for determining whether an individual meets the requirements specified in 1 arough 4 above.  htry date
Emp after □ Er	tive deferrals loyees may begin Salary Reduction Contributions and/or Roth Contributions beginning with the next payroll period they become eligible to make Elective Deferrals unless otherwise elected below: nployees may begin to make Elective Deferrals on the first day of the month following the month in which e Employee meets the Plan's eligibility requirements.
	nployees may begin to make Elective Deferrals on <b>the first day of the quarter</b> following the quarter in which the nployee meets the Plan's eligibility requirements.
□Er	nployees may begin to make Elective Deferrals on (please describe):
Parti begii □ Pa	cipation in the Plan's Employer Contributions and/or Matching Contributions (if any) for each eligible Employee ns the <b>first day</b> on which the Employee meets the Plan eligibility requirements, unless otherwise elected below: articipation in the Plan's Employer Contributions and/or Matching Contributions for each eligible Employee begins the <b>first pay period</b> following the date the Employee meets the Plan's eligibility requirements.
	articipation in the Plan's Employer Contributions and/or Matching Contributions for each eligible Employee begins e <b>first day of the month following the month in which</b> the Employee meets the Plan's eligibility requirements.
	erticipation in the Plan's Employer Contributions and/or Matching Contributions for each eligible Employee begins e <b>first day of the quarter</b> following the quarter in which the Employee meets the Plan's eligibility requirements.
	articipation in the Plan's Employer Contributions and/or Matching Contributions (if any) for each eligible Employee egins (please describe):
A. Emp Emp \$ spec the r	nt of Contributions  loyer contributions  loyer contributions in the amount of

B. Matching contributions		
The Adopting Employer will make N	latching Contributions with respec	t to a Participant's Salary Reduction
Contributions (and Roth Contribution		
☐ 1. Fixed Amount (with percentage	e limit). An amount equal to	% of each Participant's Contribution
not to exceed	% of Compensation.	
☐ 2. Fixed Amount (with dollar limit	). An amount equal to	% of each Participant's Contribution with
	ot to exceed \$	
☐ 3. Other formula. ( <i>Please attach Contributions</i> .)	a separate schedule describing	the method for determing Matching
on behalf of those Participants who pay periods in which the Participant	meet the eligibility requirements spis regularly scheduled to work the	ons (and Roth Contributions, if available) made becified in Item VI.B., above, and only for those minimum hours required in Item VI.B.3. The ant meets the eligibility and minimum hour
IX. Vesting schedule		
_	th Contributions, if permitted, are	100% vested at all times. Amounts in a Partici-
· ·	·	nt shall be vested based on fully completed Years
of Service <sup>1</sup> as follows:	3	,
A. Employer contributions		
☐ Immediate 100% vesting.		
☐ 20% per year as follows:		
Completed years of service	Percentage vested	
1	20%	
2	40%	
3	60%	
4	80%	
5	100%	
(cannot be more than 3 years). completing the designated numb	( <b>Note</b> : If this schedule is selected er of Years of Service.)	s after completing Years of Service , Participants will be zero percent vested prior to
Other. ( <i>Please attach a separate</i>	schedule describing how vestir	ng is determined for Employer
Contributions.)		
B. Matching contributions		
☐ Immediate 100% vesting.		
☐ 20% per year as follows:		
	Porcontago vostod	
Completed years of service	Percentage vested	
1	20%	
2	40%	
3	60%	
4	80%	
5	100%	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )
		after completing Years of Service
(cannot be more than 3 years). completing the designated numb		, Participants will be zero percent vested prior to
	er of Tears of Service.)  • schedule describing how vestir	ng is determined for Employer
Contributions.)	seriedate describing now vesti	ig is accommica for Employer

<sup>&</sup>lt;sup>1</sup>For purposes of vesting, the Participant shall receive a year of service for each 12-month period ending on the anniversary date of the Participant's first day of employment.

Χ.	Early retirement date
	The Adopting Employer $\square$ will $\square$ will not allow an early retirement option for its Employees under subsection 8.01 and 8.02 of the Plan (please check the appropriate box). If the Adopting Employer will allow the early retirement option, please complete the following section.
	Participants shall be eligible for early retirement benefits under Sections 8.01 and 8.02 of the Plan upon attaining the age of (must not be less than 55).
XI.	Hardship distributions
	Section 8.06 of the Plan permits Participants to receive hardship distributions from Salary Reduction Contributions and Roth Contributions (if available) and then, if elected by the Adopting Employer, from any Employer Contributions or Matching Contributions. ( <i>Please check all that apply</i> .)
	☐ Participants may take hardship distributions from Employer Contributions.
	☐ Participants may take hardship distributions from Employer Matching Contributions.
XII.	In-plan Roth conversions
	Section 8.11 of the Plan permits Participants to convert their Accounts into Roth contributions by making In-Plan Roth Rollovers and In-Plan Roth Transfers, to the extent permitted under the Adoption Agreement, if the Adopting Employer elected to allow Roth Salary Reduction Contributions in Section III above. If the Adopting Employer elects to allow Participants to convert their Accounts into Roth contributions, all vested contributions in the Participant's Account (other than Roth contributions) will be available for conversion.
	Please indicate below whether Participants are allowed to make In-Plan Roth Rollovers/Transfers.  Participants may make In-Plan Roth Rollovers/Transfers from vested accounts.  In-Plan Roth Rollovers/Transfers are <b>not</b> permitted.
XII	LAuthorized employer representatives  Until otherwise advised in writing by the Adopting Employer, the Plan Administrator and/or the Trustees may accept the instructions of, or documents signed by, any of the following persons on behalf of the Adopting Employer
	Name

## X. Amendment and termination

Except as otherwise provided in the Plan, including this Adoption Agreement, it is agreed that the Plan will be amended only by the Mennonite Church USA, acting through Mennonite Church USA Executive Board. However, the Adopting Employer reserves the right to change any of the elections in this Adoption Agreement as they relate to future contributions by proper resolution and by sending a copy thereof to the Trustees of the Plan.

The Adopting Employer has the right to terminate its participation in the Plan at any time by taking appropriate action through its Board of Directors; provided, however, that it first provide written notice to the Trustees of the Plan and the Adopting Employer's Participants in the Plan of such action.

## XI. Limitation of liability

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

#### XII. Construction

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

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

Adopting employer		
Authorized signer	Title	
and		
Authorized signer	 Title	
Date signed, 20_		

## **Mennonite Retirement Trust**

Administered by Everence

1110 N. Main St. P.O. Box 483 Goshen, IN 46527 everence.com Toll-free: (800) 348-7468 T: (574) 533-9511 F: (574) 537-6636

#### MRT use only

Accepted by the Trustees of the Mennonite Retirement Plan by:

Duly authorized representative

Date

# MRT 403(b) Addendum Instruction Sheet

All employers that participate in MRT's 403(b) plan are required to complete and sign the addendum to the MRT adoption agreement. This is true whether MRT is the only investment provider in your 403(b), or if you offer other investment providers in addition to MRT. Keep a copy of the addendum and place with your other 403(b) documents.

#### I. Current investment providers under the plan

- a. If MRT will be the only investment provider to which your employees can make on-going contributions after 2008, then mark the first box in Section I. Do not check the first box in Section I if contributions were made to any other 403(b) investment provider after Dec. 31, 2008.
- b. If you allowed contributions to any other 403(b) investment provider after 2008, even if you no longer allow contributions to those providers, you should mark the second box in Section I. In the table provided, please write in the provider (i.e. name of mutual fund) that contributions were made to, the date you last made contributions to this provider (the "Deselection Date"), and any provider contact information you have.
- c. If you allow employees to contribute to other 403(b) investment providers in addition to MRT, then mark the third box in Section I. In the table provided, please write in each investment provider's name (i.e., name of mutual fund), and the name and phone number of the contact person at that investment provider. You do not need to identify MRT in this table.

**Please note**: If you add or remove investment providers in the future, you are required to make those changes in Section I of this addendum.

## II. Former investment providers

If your employees were allowed to make 403(b) contributions to any investment provider other than MRT after Dec. 31, 2004 but before 2009, and other than those identified in Section I, please identify them in the table provided. These investment providers are not part of your 403(b) plan. However, you are required to notify them of the name and contact information of the person in your office who is in charge of administering your 403(b) plan.

#### III. Multiple investment provider requirements

Section III sets out the provisions that are required in order to comply with the Final Regulations if you offer 403(b) investment providers in addition to MRT. If you plan to offer multiple investment providers, please read this section carefully. It describes additional responsibilities that apply to you under the MRT 403(b) plan. These responsibilities apply to all investment providers who received contributions from you or your employees after 2008, even if you no longer allow contributions to that provider.

#### IV. Changes in investment and contract exchanges (within the plan)

Section IV gives you the opportunity to identify whether your employees will be allowed to move assets between the various investment providers that you allow employees to contribute to, or to other investment providers. **If MRT will be the only investment option in your 403(b) plan, do NOT complete this section.** In completing this section, you need to be aware of the following:

- a. **Transfers out of MRT.** The MRT plan document does **not** allow employees to withdraw or transfer assets out of MRT unless the employee has terminated employment with all employers that have adopted MRT. If you offer investment providers in addition to MRT, please note that employees will not be able to transfer their 403(b) contributions in MRT to any other provider as long as they are employed with any employer that has adopted MRT.
- b. **Changes in investment.** If you offer investment providers in addition to MRT, Section IV B. gives you the opportunity to decide if you will permit or not permit your employees to move their 403(b) assets amongst these providers. If you permit changes in investments, your employees will be able to move their assets from one provider to the other, unless that provider restricts this. If you choose not to permit investment changes between providers, then your employees will only be able to move their money amongst the investment funds offered within the investment provider that the employee contributed to.

c. **Contract exchanges.** Your 403(b) plan may allow current employees to transfer assets to investment providers that do not have a payroll slot for on-going contributions from employees. Most 403(b) plans will **not** allow this type of exchange. However, this is something that you can choose to offer. If you do elect to allow contract exchanges, you must identify the investment provider in the table provided. **Be aware that if you offer this type of exchange, you must have an information sharing agreement in place with that vendor.** 

## V. Plan to Plan Transfers (to another 403(b) Plan)

The MRT plan document does not allow employees to transfer assets out of MRT unless the employee has terminated employment. Therefore, if MRT is the only investment provider in your 403(b) plan, do **not** complete this section. By electing to permit Plan to Plan Transfers, an employee has the right to move that portion of his/her account not invested with MRT from your 403(b) plan to the 403(b) plan of another employer (either former employer or current employer) while still employed by you. Most 403(b) plans will **not** allow this type of transfer. If you do not want to permit employees the right to move their accounts to other 403(b) plans while still employed by you, please mark "does not permit."

# **Addendum to Adoption Agreement**

I.

Under the final Code section 403(b) regulations, each Adopting Employer must maintain a list of all 403(b) investment providers and vendors that are eligible to receive contributions under the Adopting Employer's 403(b) plan. The Plan incorporates this list by reference. This list must be consistently maintained and regularly updated. In addition, the Adopting Employer is responsible for coordinating information necessary for compliance with all statutory and regulatory requirements among all 403(b) investment providers and vendors.

Post 2008 investment providers under the Plan  The sole investment provider under the Plan is the Mennonite Retirement 403(b) Plan. No contributions have been made to any other investment provider at any time after Dec. 31, 2008.  The Adopting Employer has made contributions to the following 403(b) investment providers after Dec. 31, 2008.  However, no further contributions will be made to these investment providers.				
List below the investment providers to whing the Mennonite Retirement 403(b) Pla provider ceased (the "Deselection Date") to be part of the Adopting Employer's plarespect to all such investment providers eformer investment providers.	n). Please indicate the d . <b>Note</b> : The contribution in and the Adopting Em	ate on which contribut s held by these investm ployer has continuing c	ions to each listed investment nent providers are considered ompliance responsibilities with	
Name of investment provider	Deselection date	Contact name	Phone number	
☐ The Adopting Employer has approved the dition to Mennonite Retirement 403(b) Pl List below the investment providers curre nonite Retirement 403(b) Plan). <b>Note</b> : Th	an. ntly authorized to receiv	e contributions under t	he Plan (not including the Men-	
Name of current investment provide	r Conta	ct name	Phone number	
	1		1	

#### II. Pre-2009 investment providers

Under the final Code section 403(b) regulations, each Adopting Employer has compliance responsibilities with respect to any investment providers that received contributions after Dec. 31, 2004 and before Jan. 1, 2009. This is true even if the Adopting Employer has discontinued all contributions to these former investment providers.

List the investment providers who were authorized to receive contributions under the Plan after Dec. 31, 2004, but are no longer authorized to receive contributions. **No contributions will be made to these investment providers after Dec. 31, 2008.** 

Name of former investment provider	Contact name	Phone number

The Adopting Employer agrees to contact each of the investment providers listed above to notify them of the name and contact information of the person in charge of administering the Adopting Employer's plan for the purpose of coordinating information necessary to satisfy the statutory and regulatory requirements under Code section 403(b).

## III. Multiple investment provider requirements

The terms of the individual contracts with investment providers shall control the investment, distributions of, and loans made with respect to all Contributions made pursuant to such contracts, as well as the resolution of any claims relating to such Contributions.

To the extent permitted by applicable law, the Adopting Employer intends that any 403(b) contracts issued by the investment providers listed in Sections I and II above will be investments of its Plan and will not be subject to the requirements of either Code section 403(b)(1) or 403(b)(7), and instead will be subject to the requirements of Code section 403(b)(9).

In addition, the Adopting Employer agrees to the following provisions if it makes contributions (or has made contributions) to multiple investment providers under its Plan.

- **Plan administrator**. The Adopting Employer shall be responsible for the administration of its Plan and coordinating compliance with respect to all investment providers under its Plan. The Trustees of Mennonite Retirement 403(b) Plan shall not be responsible for the administration of an Adopting Employer's Plan in the event that the Adopting Employer has at any time utilized multiple investment providers.
- **Relationship of plan to contracts with other investment providers**. The Adopting Employer shall be responsible for ensuring that there is no inconsistency between the terms of the Plan document and the terms of any contract(s) with any other investment provider. In the event there is any inconsistency, the terms of the Plan document shall control
- Exchange of information. Each investment provider and the Adopting Employer shall exchange such information as may be necessary to satisfy the requirements of applicable law. In the case of an investment provider that has ceased to be eligible to receive contributions under the Plan, the Adopting Employer agrees to keep the investment provider informed of the name and contact information of the Adopting Employer in order to coordinate information necessary to satisfy the requirements of applicable law.

In addition, the Adopting Employer shall be responsible for ensuring that the terms of all contracts with investment providers provide for the exchange of information among the Adopting Employer, the Trustees of Mennonite Retirement 403(b) Plan and such other investment providers to the extent necessary to comply with the requirements of the Code and applicable Treasury Regulations. Such exchange of information shall include:

A. Information from the Adopting Employer as to whether the Participant has had a severance from employment (for purposes of the applicable distribution restrictions);

- B. In the case of a hardship withdrawal under Section 8.05, the investment provider notifying the Adopting Employer of such withdrawal in order for the Adopting Employer to implement the resulting six-month suspension of the Participant's right to make Elective Deferrals under the Plan;
- C. The investment provider providing information to the Adopting Employer or other investment providers (including the Trustees) concerning the Participant's or Beneficiary's Code section 403(b) contracts, custodial accounts, or retirement income accounts or qualified employer plan benefits (to enable an investment provider to determine the amount of any plan loans and any rollover accounts that are available to satisfy the financial need under the hardship withdrawal rules (pursuant to Treasury Regulation section 1.401(k)-1(d)(3)(iv)(E)); and
- D. Information necessary in order for the Adopting Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for an investment provider to determine whether an additional plan loan satisfies the statutory loan limitations so that any such additional loan is not a deemed distribution under Code section 72(p)(1); and (ii) information relating to any Roth Contributions (including the time upon which such contributions were first received by the investment provider) necessary to determine the extent to which a distribution is a qualified distribution within the meaning of Code section 402A(d)(2).

## Changes in investments and contract exchanges (within the plan).

- A. **Contributions invested under Mennonite Retirement 403(b) Plan**. All contributions to the Mennonite Retirement 403(b) Plan shall be invested in accordance with the provisions of Article V of the Plan. No investment exchanges or contract exchanges with any other investment provider, regardless of whether the investment provider is eligible to receive contributions under the Plan, shall be permitted with respect to such contributions.
- B. Contributions Invested Under Funding Vehicles Provided by Investment Providers Other than the Mennonite Retirement 403(b) Plan.
  Changes in investments: To the extent provided in the contracts with Investment Providers, the Adopting Employer:

   permits does not permit
  - a Participant to make changes in the investment of his Account balance among investment providers under the Plan.

     Contract exchanges: To the extent provided in the contracts with Investment Providers, the Adopting Employer:

    □ elects □ does not elect

    to allow each Participant to transfer the investment of his Account balance from an investment provider approved to receive contributions under the Plan to an investment provider that is not eligible to receive contributions under the Plan. Any such exchange or transfer must be made in accordance with the requirements of Treasury Regulation section 1.403(b)-10(b)(2).

**If contract exchanges are permitted**, please list each investment provider that is authorized to receive a contract exchange below. **Note**: The Adopting Employer must update this list if any changes are made.

Investment provider approved for contract exchanges	Contact name	Phone number

#### Plan to Plan Transfers (to another 403(b) Plan)

If a Participant terminates employment with the Adopting Employer and is subsequently employed by another Employer that has adopted the Mennonite Retirement 403(b) Plan, Section 8.09(a) provides that the Participant's Account will be automatically transferred to the new Employer's Plan. No other transfers are permitted to be made with respect to contributions made to the Mennonite Retirement 403(b) Plan.

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If elected by the Adopting Employer, transfers may be permitted to be made from accounts not held in the Mennonite
Retirement 403(b) Plan to the extent provided in a contract with an investment provider.
The Adopting Employer:
$\square$ permits $\square$ does not permit
a Participant to transfer the investment of his Assount halance to be transferred to another Code section 402/b) plan. Any

a Participant to transfer the investment of his Account balance to be transferred to another Code section 403(b) plan. Any such transfer must be made in accordance with the requirements of Treasury Regulation § 1.403(b)-10(b)(3).

## **Employer authorization**

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

		Adopting employer
		Print employer name
		Authorized signer
		Title
Date signed	, 20	<u> </u>
		Approved on Behalf of the Trustees of the Mennonite Retirement 403(B) Plan
		Authorized signer
		Title
Date signed	20	