

**Whereas,** The Christian and Missionary Alliance ("C&MA") maintains The Christian and Missionary Alliance Retirement Plan ("Plan") and the related Trust Agreement ("Trust") for the benefit of the Employees of C&MA churches, C&MA national office, and other C&MA supporting organizations participating therein, and

Whereas, the Plan is intended to be a church plan described in Section 414(e) of Internal Revenue Code ("Code") and a church retirement income account program described in Section 403(b)(9) of the Code, and

**Whereas,** the C&MA wishes to extend participation in the Plan to the Adopting Employer designated below ("Adopting Employer",) whereby the Adopting Employer will thereafter establish its own separate Code section 403(b)(9) plan.

**Now therefore, by this agreement,** the Adopting Employer hereby adopts the Plan as an Employer thereunder, to provide retirement benefits for its Employees. The Adopting Employer agrees to contribute to the Plan on behalf of its participating Employees and to be subject to the terms, provisions, and conditions of the Plan, as it may be amended from time to time, as supplemented by the following:

NOTE: This Adoption Agreement is required, and must be completed prior to or at the time of enrollment in The Christian and Missionary Alliance 403(b) Retirement Plan, and a revised Adoption Agreement must be completed if the Adoption Employer changes any provisions in this Agreement.

#### EMPLOYER

ADDRESS OF ADOPTING EMPLOYER			
СІТҮ		 STATE	ZIP CODE
PRINCIPLE CONTACT OF ADOPTING EMPLOYE	R		
PRINCIPLE CONTACT EMAIL ADDRESS		 CHURCH CO	DE NUMBER

### EFFECTIVE DATE

### New Participation in the Plan

The Effective Date of the Plan, as initially adopted by the Adopting Employer is/	/
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Amendment of Existing Adoption Agreement was originally effective \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_.

#### ELIGIBILITY

#### Minimum Required Weekly Work Hours

The Plan provides only Eligible Employees may participate in the Plan. An Eligible Employee is defined as any Employee who works at least 20 hours a week. However, the Adopting Employer can change the eligibility standards by changing the minimum required hours a week of employment.

**NOTE:** The minimum hours a week required may NOT be more than 20 hours for a non church organization.

The Adopting Employer elects to use the definition of Eligible Employee used in the Plan, which states all Employees working 20 hours or more a week are Eligible Employees.

The Adopting Employer elects to define Eligible Employees as those Employees who work \_\_\_\_\_ hours or more a week.

### Minimum Service Requirement before an Employee may Participate

Section 3.1 of the Plan allows the Adopting Employer to establish a minimum service requirement that each Eligible Employee must meet before the Eligible Employee can participate in the Plan. If the Adopting Employer does not establish any minimum service requirement, the employee can participate in the Plan on the date he/she becomes an Eligible Employee.

If the Adopting Employer establishes a service requirement, any such service requirement must apply to all employees of the Adopting Employer. (NOTE: If this is an amendment of an existing Adoption Agreement, any Employee who is currently a participant in the Plan shall continue to participate.)

\_\_\_\_\_ No service is required. Each Employee will become eligible to participate in the Plan immediately upon becoming an Eligible Employee.

\_\_\_\_\_ The Adopting Employer elects that all Eligible Employees will be eligible to participate in the Plan when the following requirements are met:

Upon completion of \_\_\_\_\_ months of service

Upon completion of \_\_\_\_\_ years of service

For purposes of determining the months or years of service, employment with any other unit of the C&MA:

\_\_\_\_\_ will be taken into account

\_\_\_\_ will not be taken into account

#### CONTRIBUTIONS

#### **Paycheck Contributions and Roth Contributions**

All Eligible Employees who meet the minimum service requirements described above are eligible to make pretax contributions and/or Roth contributions to the Plan.

**NOTE:** If the Adopting Employer is a non church organization, each Employee is permitted to make pretax contributions and/or Roth contributions immediately upon becoming an Eligible Employee.

#### **Matching Contributions**

Section 4.1(c) of the Plan provides that the Adopting Employers will make Matching Contributions equal to at least fifty percent (50%) of the amount of the elective deferrals (pre-tax contributions and after-tax Roth contributions) made to the Plan by each participating Employee; with a minimum Matching Contribution to equal no less than three percent (3%) of the participating Employee's Compensation. However, the Plan provides that an Adopting Employer may provide participating Employees with a higher rate of Matching Contributions and may provide that a greater amount of an Employee's elective deferrals (both pretax contributions and Roth contributions) will be eligible for the Matching Contributions.

The Adopting Employer will make Matching Contributions to the Plan at the rate and in the amount specified in Section 4.1(c) of the Plan. (50% of Employee's elective deferrals up to 3% of Employee's Compensation)

\_ The Adopting Employer will make Matching Contributions to the Plan as follows:

- Matching Contributions will be made on behalf of each Eligible Employee in the amount of \_\_\_\_\_% of elective deferrals (pretax contributions and Roth contributions) or a fixed amount of \$\_\_\_\_\_ monthly. (This rate or amount must be at least 50% of Employee's elective deferrals for the first 6% of contributions.)
- The Maximum Matching Contributions will be \_\_\_\_\_% of the Employee's Compensation or the fixed amount of \$\_\_\_\_\_\_ monthly. (This rate or amount must be at least 3% of Employee's Compensation.)



**NOTE:** If the General Council of the C&MA decides to amend the Plan, to increase the minimum rate of Matching Contributions, and if such increase is greater than the amount specified in this Adoption Agreement, the provisions in the amended Plan shall control over the rate or amount specified in this Adoption Agreement.

#### **Discretionary Contributions**

By adopting this Plan, the Adopting Employer also has the right to make discretionary Employer Contributions each year, in addition to Employer Matching Contributions, in such amounts as may from time to time be determined by the Adopting Employer.

#### OTHER 403(B) VENDORS

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.

#### **Current Vendors**

□ The sole investment provider under the Plan is The Christian and Missionary Alliance Retirement Plan. No contributions will be made to any other investment provider.

□ The Adopting Employer has approved the following investment providers to receive contributions under the Plan in addition to The Christian and Missionary Alliance Retirement Plan.

LIST BELOW THE NAMES AND CONTACT INFORMATION FOR ALL OTHER INVESTMENT PROVIDERS CURRENTLY AUTHORIZED TO RECEIVE CONTRIBUTIONS UNDER THE PLAN (NOT INCLUDING THE CHRISTIAN AND MISSIONARY ALLIANCE RETIRMENT PLAN.) **NOTE:** THE ADOPTING EMPLOYER MUST UPDATE THIS LIST IF ANY CHANGES ARE MADE.

Name of Current Investment Provider	Contact Name	Phone Number

#### **Former Vendors**

Each Adopting Employer has compliance responsibilities with respect to any investment providers that received contributions after December 31, 2004, and before January 1, 2009. This is true even if the Adopting Employer has discontinued all contributions to these former investment providers.

LIST THE INVESTMENT PROVIDERS TO WHOM 403(b) PLAN CONTRIBUTIONS WERE REMITTED AFTER DECEMBER 31, 2004, BUT THAT ARE NO LONGER AUTHORIZED TO RECEIVE CONTRIBUTIONS. NO CONTRIBUTIONS WILL BE MADE TO THESE INVESTMENT PROVIDERS AFTER DECEMBER 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).

#### 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 Benefit Board or General Council. However, the Adopting Employer may from time to time change the options available to it under



the Adoption Agreement, including the right to change the provisions of this Adoption Agreement as they relate to future contributions; provided that at no time may an Adopting Employer change the rate of future contributions below the minimum rates established in the Plan. The execution on a new Adoption Agreement is required for any change made to the options available under this Adoption Agreement. Any such change shall not be effective until the amended Adoption Agreement is received and accepted by Alliance Benefits.

The Adopting Employer shall have the right to terminate its participation in the Plan at any time by taking appropriate action through its governing body and informing Alliance Benefits and the Adopting Employer's Participants in the Plan, in writing, of such action.

#### AUTHORIZATION AND SIGNATURES

In witness whereof, the Adopting Employer hereby agrees to the provisions of the Plan, including the provisions set forth in this Adoption Agreement. Except as otherwise provided in the Plan, including this Adoption Agreement, it is agreed that the Plan will be amended only by the Benefit Board or General Council.

On behalf of the Adopting Employer, I hereby agree to the terms and conditions of this Adoption Agreement and the Plan, and I hereby certify that the necessary corporate actions (if any) required to approve the execution of this Adoption Agreement have been taken in accordance with the requirements of applicable law.

#### ADOPTING EMPLOYER

ADOPTING EMPLOYER (ENTITY NAME)

BY (AUTHORIZED SIGNER) - Original Signature Required

ENTITY TITLE OF SIGNER

DATE SIGNED

#### THE CHRISTIAN AND MISSIONARY ALLIANCE **ALLIANCE BENEFITS**

ALLIANCE BENEFITS DIRECTOR - Original Signature Required

DATE SIGNED

#### **Returning the Application**

The Adopting Employer should retain a copy of this Adoption Agreement in its file, along with a copy of the Plan document. In addition, please send a copy of the signed Adoption Agreement to Alliance Benefits at the address below:

U.S. Mail	Fax
The Christian and Missionary Alliance	(719) 262-5397
Alliance Benefits	Email
8595 Explorer Drive	retirement@cmalliance.org
	retirement <i>io</i> /cmailiance.org

