

ADOPTION AGREEMENT
Evangelical Presbyterian Church
403(b) Defined Contribution Retirement Plan

The undersigned Employer, "the Adopting Employer" by executing this Adoption Agreement hereby adopts and establishes the Evangelical Presbyterian Church 403(b) Defined Contribution Retirement Plan (the "Plan") to provide retirement benefits for its eligible employees, in accordance with the terms of this Adoption Agreement. The Adopting Employer agrees to be subject to the terms, provisions and conditions of the Plan, as it may be amended from time to time and as supplemented by this Adoption Agreement. All words and phrases defined in the Plan shall have the same meaning when used in this Adoption Agreement.

EMPLOYER INFORMATION

Name of Adopting Employer: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Tax ID Number: _____
Primary contact at Adopting Employer: _____
Primary contact's email address: _____
Phone number: _____

EFFECTIVE DATE

The effective date of this Adoption Agreement is January 1, 2009 unless otherwise indicated by the Adopting Employer: _____

OTHER 403(b) PLANS

- Employees of the Adopting Employer contribute only to the Evangelical Presbyterian Church Defined Contribution Retirement Plan
- The Adopting Employer allows its employees to contribute to this Plan and another 403(b) plan

If you selected this option, please list the names and contact information for all other 403(b) vendor(s) or providers

(If more space is needed, add an attachment to the Adoption Agreement)

The Adopting Employer agrees that the EPC Board of Benefits is not responsible for any administrative or compliance requirements for any 403(b) arrangements other than the Plan.

ELIGIBILITY REQUIREMENTS

Service:

Ordained employees

No service requirement

Non-Ordained employees

No service requirement

Must complete at least _____ years of service

Age:

Ordained employees

No age requirement

Non-Ordained employees

No age requirement

Age (enter a number from 18 to 21) _____

Classification:

All employees are eligible to participate except for the following:

- Describe: _____
(If more space is needed, add an attachment to the Adoption Agreement and describe the exclusions)

PARTICIPANT’S SALARY REDUCTION ELECTION

Participant voluntary elective contributions:

- Are permitted
- Are not permitted

EMPLOYER CONTRIBUTIONS

Adopting Employers may at their discretion, make Employer Contributions on behalf of eligible employees. The Adopting Employer is required, however, to make a contribution equal to 10% of base salary plus housing allowance for EPC ordained pastors. Employees are immediately vested in any Employer contribution. The Adopting Employer can make different contributions for different classifications of employees or for different employees within each classification, subject to the minimum previously identified. The Adopting Employer makes the following contributions for the following employee classifications:

- EPC Ordained pastors. Required contribution equal to 10% of base salary plus housing allowance.
If greater than 10%, please describe: _____

- Non-EPC ordained pastors. Recommended contribution -10% of base salary plus housing allowance. The following Employer Contributions will be made for non-EPC ordained pastors:
Describe: _____

- Non-ordained employees. The following contributions will be made for non-ordained employees.
Describe: _____

(Attach additional pages if necessary)

CONTRIBUTION LIMITS

The Adopting Employer agrees to monitor the calendar year contributions in accordance with the limits set forth in Article VI in the Plan document.

AMENDMENT AND TERMINATION

While only the EPC, acting through the Board of Benefits, has authority to amend the Plan, the Adopting Employer may change the options available to it under the Adoption Agreement. Any such change, however, must be reflected in an amended Adoption Agreement.

REMITTANCE of CONTRIBUTIONS

The Adopting Employer agrees to remit employee Elective Contributions to the EPC Office of General Assembly as soon as practicable but in no event later than fifteen (15) business days following the month in which contributions are withheld from an employee's salary.

The Adopting Employer agrees to make Employer Contributions:

Weekly Monthly Quarterly
 Semi-Annually Annually Other: _____

The Adopting Employer agrees to remit Employer Contributions within the required time periods prescribed by law, even if no invoice or reminder notice is provided to the Adopting Employer.

OTHER ACKNOWLEDGEMENTS

- The Board of Benefits may request certain information from the Adopting Employer at any time and for any reason in order to properly administer the Plan. The Adopting Employer agrees to cooperate with any such request for information.
- The Adopting Employer agrees to maintain accurate records which reflect participant service and compensation.
- This Adoption Agreement will be construed in accordance with the laws of the State of Michigan
- The Adopting Employer may from time to time change the options available to it under the Adoption Agreement
 - The Adopting Employer agrees to update the Adoption Agreement to reflect any such changes
 - And also agrees to provide a copy of the updated Adoption Agreement to the EPC General Assembly Office

AUTHORIZATION and Signature

By signing below, the Adopting Employer, by its duly authorized officer or other representative, hereby agrees to the provisions of the Plan, including the provisions set forth in this Adoption Agreement on this _____ day of _____, 20____.

ADOPTING EMPLOYER

Name: _____

Title: _____

Signature: _____

Please return a copy of the completed, signed Adoption Agreement to:

**EPC General Assembly Office
Attention: Benefits Office
17197 N. Laurel Park Drive, Suite 567
Livonia MI 48152**

IMPORTANT NOTE: The Adopting Employer should retain a copy of this Adoption Agreement in its file, along with a copy of the Evangelical Presbyterian Church 403(b) Defined Contribution Retirement Plan.