

**CIEE RETIREMENT PLAN  
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**ADOPTION AGREEMENT #001  
ERISA 403(b) PLAN  
Without Retirement Income Account**

**NOTE:** This plan document is intended for use by a 403(b) plan that is subject to ERISA.

The undersigned Adopting Employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 403(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #007 (ERISA 403(b)) and any related appendix and addendum to the Adoption Agreement. Unless otherwise indicated, all section references are to sections in the Basic Plan Document.

**ADOPTING EMPLOYER INFORMATION**

**NOTE:** An amendment is not required to change the responses in items 1-13 below.

1. Name of adopting employer (Plan Sponsor): CIEE, Inc.
2. Address: 300 Fore Street
3. City: Portland
4. State: Maine
5. Zip: 04101
6. Phone number: 207-553-4000
7. Fax number: \_\_\_\_\_
8. Plan Sponsor EIN: 13-4038907
9. Plan Sponsor fiscal year end: August 31
10. Plan Sponsor entity type:
  - a.  Tax-Exempt Organization under Code section 501(c)(3)
  - b.  Church or Qualified Church Controlled Organization (This option should only be chosen by a Plan Sponsor who is a Church or Qualified Church Controlled Organization that has made the irrevocable election to be covered by ERISA.)
11. State of organization of Plan Sponsor: Maine
12. **Affiliated Service Groups**  
 The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): \_\_\_\_\_  
*NOTE: Affiliated service group members must have the approval of the Plan Sponsor to adopt and participate in the Plan.*  
*NOTE: Listing affiliated service group members is for information purposes only and is optional.*
13. **Controlled Groups**  
 The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): Academic Internship Council, LLC; High School Foundation, Inc.  
*NOTE: Controlled group members must have the approval of the Plan Sponsor to adopt and participate in the Plan.*  
*NOTE: Listing controlled group members is for information purposes only and is optional.*

**PLAN INFORMATION**

**A. GENERAL INFORMATION**

**Plan Name/Effective Date**

1. Plan Number: 001
2. Plan name:
  - a. CIEE Retirement Plan
  - b. \_\_\_\_\_
3. **Effective Date**
  - a. Original effective date of Plan: January 01, 1961
  - b.  This is a restatement of a previously-adopted plan. Effective date of Plan restatement: March 31, 2020*NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the*

Plan Sponsor.

**NOTE:** If A.3b is not selected, the Effective Date of the Plan will be the date specified in A.3a. If A.3b is selected, the Effective Date of the restatement will be the date specified in A.3b. However if the Adoption Agreement states another specific effective date for any Plan provision, such stated specific effective date will apply to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.

**NOTE:** The effective date of this restatement cannot be earlier than January 1, 2009.

**4. Plan Year**

- a. Plan Year means each 12-consecutive month period ending on December 31 (e.g. December 31)
- b.  The Plan has a short Plan Year. The short Plan Year begins \_\_\_\_\_ and ends \_\_\_\_\_

**5. Limitation Year means:**

- a.  Plan Year
- b.  calendar year
- c.  other (e.g., Employer's Fiscal Year): \_\_\_\_\_

**NOTE:** If A.5c is selected, the Limitation Year must be a consecutive 12-month period. This includes a year with an annual period varying from 52 to 53 weeks, as long as the year satisfies the requirements of Code section 441(f).

**6. Frozen Plan**

- The Plan is frozen as to eligibility and benefits effective \_\_\_\_\_

**NOTE:** If A.6 is selected, no Eligible Employee will become a Participant, no Participant will be eligible to further participate in the Plan, and no contributions will accrue as of and after the date specified.

**Plan Features**

**7. Elective Deferrals**

- a. Elective Deferrals are permitted.
  - i.  Yes
  - ii.  Formerly Allowed
  - iii.  No
- b. Roth Elective Deferrals are permitted.
  - i.  Yes
  - ii.  Formerly Allowed
  - iii.  No

**NOTE:** If "No" is selected in A.7a, questions regarding Elective Deferrals and Safe Harbor Contributions are disregarded, and no Elective Deferrals Safe Harbor Contributions will be permitted.

**8. Voluntary After-Tax Contributions**

Voluntary After-Tax Contributions are permitted.

- a.  Yes
- b.  Formerly Allowed
- c.  No

**NOTE:** If "No", questions regarding Voluntary After-Tax Contributions are disregarded.

**9. Mandatory Contributions**

- a. Mandatory After-Tax Contributions are permitted.
  - i.  Yes
  - ii.  Formerly Allowed
  - iii.  No
- b. Mandatory Pre-Tax Contributions are permitted.
  - i.  Yes
  - ii.  Formerly Allowed
  - iii.  No

**NOTE:** If "No", questions regarding Mandatory Contributions are disregarded.

**10. Safe Harbor Contributions**

Safe Harbor Contributions are permitted.

- a.  Yes
- b.  Formerly Allowed

- c.  No

*NOTE: If "No", questions regarding Safe Harbor Contributions are disregarded.*

**11. Matching Contributions**

Matching Contributions are permitted.

- a.  Yes  
 b.  Formerly Allowed  
 c.  No

*NOTE: If "No", questions regarding Matching Contributions are disregarded.*

**12. Non-Elective Contributions**

Non-Elective Contributions are permitted.

- a.  Yes  
 b.  Formerly Allowed  
 c.  No

*NOTE: If "No", questions regarding Non-Elective Contributions are disregarded.*

**13. Plan Features Effective Dates**

- a.  There is a special effective date for one or more features specified in A.7 through A.12. The special effective date(s) that occur after the Effective Date specified in A.3 is/are: \_\_\_\_\_  
 b.  A previous Plan amendment eliminated one or more of the features specified in A.7 through A.12. Specify any provisions that apply to the eliminated Plan features: \_\_\_\_\_

*NOTE: If A.13a is selected, indicate the feature (Elective Deferrals, Matching Contributions, etc.) and the effective date of the feature. The effective date must be after the Effective Date specified in A.3.*

*NOTE: Elective Deferrals will be effective as of the later of the date specified in A.13a or the execution of an amendment/restatement that first provides for Elective Deferrals.*

**Compensation**

**14. Compensation**

- a. Compensation for purposes of allocations is defined as:  
 i.  W-2  
 ii.  Withholding Compensation  
 iii.  Section 415 Safe Harbor  
 b. Compensation is determined over the period specified below ending with or within the Plan Year:  
 i.  Plan Year  
 ii.  calendar year  
 iii.  Limitation Year  
 iv.  Other twelve-month period beginning on: \_\_\_\_\_ (enter month and day)

*NOTE: If "Plan Year" is not selected in A.14b, for new/rehired Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.*

**15. Compensation Inclusions**

- a. **Elective Deferrals**  
 Elective Deferrals are included in Compensation for the following purposes:  
 i.  Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions  
 ii.  Matching Contributions  
 iii.  Non-Elective Contributions  
 b. **Deemed Code section 125 Compensation**  
 Deemed Code section 125 Compensation is included in Compensation for the following purposes:  
 i.  Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions  
 ii.  Matching Contributions  
 iii.  Non-Elective Contributions  
 c. **Post Severance Compensation**  
 Post Severance Compensation is included in Compensation for the following purposes:  
 i.  Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions  
 ii.  Matching Contributions  
 iii.  Non-Elective Contributions  
 d. **Post Year-End Compensation**

Post Year-End Compensation is included in Compensation for the following purposes:

- i.  Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions
- ii.  Matching Contributions
- iii.  Non-Elective Contributions

*NOTE: If "Yes" is selected, amounts earned during a Plan Year and paid during the first few weeks of the following Plan Year will be included in Compensation for the prior Plan Year.*

**e. Other Pay**

Other pay is included in Compensation for the following purposes (not otherwise included in A.15)(e.g., fringe benefits for all Participants):

- i.  Describe other pay included in the definition of Compensation for Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.
- ii.  Describe other pay included in the definition of Compensation for Matching Contributions.
- iii.  Describe other pay included in the definition of Compensation for Non-Elective Contributions.

*NOTE: If other pay (A.15e) is selected, A.15e should indicate for which class of Participants the Compensation is included, must be objectively determinable, and may not be specified in a manner that is subject to Adopting Employer discretion. If the Plan is intended to be a safe harbor plan (C.1a is not "No"), the Compensation used to allocate the Safe Harbor Contributions must be non-discriminatory within the meaning of Treas. Reg. section 1.401(k)-3(b)(2).*

**Compensation Exclusions**

**16. Pay Before Participation**

Compensation earned before participation in the Plan is excluded from Compensation for the following purposes:

- a.  Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions
- b.  Matching Contributions
- c.  Non-Elective Contributions

*NOTE: If selected, Compensation will include only those amounts that are actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation will include those amounts that are actually paid to the Participant during the period specified in A.14b.*

**17. 414(s) Safe Harbor Alternative Definition**

Certain fringe benefits are excluded from Compensation for the following purposes:

- a.  Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions
- b.  Matching Contributions
- c.  Non-Elective Contributions

*NOTE: If selected, Compensation will exclude all of the following items (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3)).*

**18. Other Pay**

a. Other pay excluded from Compensation for the following purposes (e.g., bonuses, commissions):

- i.  Describe other pay excluded from the definition of Compensation for Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.  
payment of unused sick pay, and exclude any amount received by an employee pursuant to a nonqualified deferred compensation plan paid after severance from employment. In addition, the following compensation is excluded for purposes of all contributions: gift cards or cash given to employees as a small incentive for helping out the high school department, gift cards not specific to the high school program, health plan approved gym reimbursements, housing stipends, security deposit reimbursements, transportation expenses, and relocation expenses. Discretionary bonuses are excluded, but Commissions/Sales Incentives are not excluded
- ii.  Describe other pay excluded from the definition of Compensation for Matching Contributions.
- iii.  Describe other pay excluded from the definition of Compensation for Non-Elective Contributions.  
payment of unused sick pay, and exclude any amount received by an employee pursuant to a nonqualified deferred compensation plan paid after severance from employment. In addition, the following compensation is excluded for purposes of all contributions: gift cards or cash given to employees as a small incentive for helping out the high school department, gift cards not

specific to the high school program, health plan approved gym reimbursements, housing stipends, security deposit reimbursements, transportation expenses, and relocation expenses. Discretionary bonuses are excluded, but Commissions/Sales Incentives are not excluded

**b. Other pay is excluded from Compensation for the following Participants:**

- i.  Highly Compensated Employees only
- ii.  All Participants
- iii.  Other (e.g., owners) \_\_\_\_\_

*NOTE: If All Participants (A.18b.ii) is selected, the definition of Compensation will not be a safe harbor definition within the meaning of Treas. Reg. 1.414(s)-1(c).*

*NOTE: The pay specified above (A.18a) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

*NOTE: If the Plan is intended to be a safe harbor plan (C.1a is not "No"), the Compensation used to allocate the Safe Harbor Contributions must be safe harbor compensation within the meaning of Treas. Reg. section 1.401(k)-3(b)(2).*

*NOTE: See Section 4.01(c) for rules regarding elections for bonuses or other special pay.*

**Definitions**

**19. Highly Compensated Employee**

- a.  Use top-paid group election in determining Highly Compensated Employees
- b.  Use calendar year beginning with or within the preceding Plan Year in determining Highly Compensated Employees

*NOTE: A.19b will only apply if the Plan Year end in A.4a is not December 31.*

**20. Disability**

Definition of Disability

- a.  Under Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment will be supported by medical evidence.
- b.  Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c.  Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment will be supported by medical evidence.
- d.  Pursuant to other Adopting Employer Disability Plan. The Participant is eligible to receive benefits under a disability plan sponsored by the Adopting Employer.
- e.  Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written nondiscriminatory policy.
- f.  Other: \_\_\_\_\_

*NOTE: If A.20f is selected, provide the definition of Disability. The definition provided must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**21. Choice of Law**

Name of state or commonwealth for choice of law (Section 13.06): the Employer's state of domicile

**B. ELIGIBILITY**

**Exclusions - Elective Deferrals**

- 1. For purposes of Elective Deferrals, the term "Eligible Employee" will not include (select all that apply):
  - a.  Employees whose maximum Elective Deferrals would not exceed \$200.
  - b.  Employees who are eligible to participate in an eligible governmental plan under section 457(b) that permits contributions or deferrals at the election of the employee.
  - c.  Employees who are eligible to participate in a plan of the Employer offering a qualified cash or deferred election under Code section 401(k) or a contract described in Code section 403(b).
  - d.  Employees who are non-resident aliens described in Code section 410(b)(3)(C).
  - e.  Employees who are students performing services described in Code section 3121(b)(10).
  - f.  Employees who normally work fewer than 20 hours per week.

***NOTE:** An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.*

***NOTE:** If the Plan elects to exclude either Employees who are students performing services or Employees who normally work fewer than 20 hours per week and fail to exclude an Employee who falls into one of those excluded classes as of the date the Employee was incorrectly allowed to participate in the plan all other Employees who fall into the same excluded class must be permitted to participate in the Plan.*

**Exclusions - Other Contributions**

For purposes of the contributions specified below, the term "Eligible Employee" will not include:

**2. Union Employees**

An Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan will be excluded from the Plan for the following purposes:

- a.  Voluntary Contributions
- b.  Mandatory After-Tax Contributions
- c.  Mandatory Pre-Tax Contributions
- d.  Safe Harbor Contributions
- e.  Matching Contributions
- f.  Non-Elective Contributions

**3. Leased Employees**

A Leased Employee will be excluded from the Plan for the following purposes:

- a.  Voluntary Contributions
- b.  Mandatory After-Tax Contributions
- c.  Mandatory Pre-Tax Contributions
- d.  Safe Harbor Contributions
- e.  Matching Contributions
- f.  Non-Elective Contributions

**4. Non-Resident Aliens**

An Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) that constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)) will be excluded from the Plan for the following purposes:

- a.  Voluntary Contributions
- b.  Mandatory After-Tax Contributions
- c.  Mandatory Pre-Tax Contributions
- d.  Safe Harbor Contributions
- e.  Matching Contributions
- f.  Non-Elective Contributions

**5. Other Employees**

Other Employees, as defined below, will be excluded from the Plan for the following purposes (e.g., Employees paid on a salary basis):

- a.  Voluntary Contributions
- b.  Mandatory After-Tax Contributions
- c.  Mandatory Pre-Tax Contributions
- d.  Safe Harbor Contributions
- e.  Matching Contributions

- f.  Non-Elective Contributions

*NOTE: If selected, the definition of "other Employee" provided must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**Eligibility Service Rules - Elective Deferrals**

6. The frequency of entry dates for Elective Deferrals will be:
- a.  immediate
  - b.  first day of each calendar month
  - c.  other: \_\_\_\_\_

*NOTE: Under the universal availability rules an Eligible Employee must enter the Plan as soon as administratively feasible following their hire date (no more than 60 days following date of hire).*

**Eligibility - Other Contributions**

Except as otherwise provided in B.10, an Eligible Employee will be eligible to make contributions other than Elective Deferrals (if permitted pursuant to A.8-A.12) at the time specified in B.9 upon meeting the requirements of B.7 and B.8.

**7. Age Requirement**

Minimum age requirement for Contributions other than Elective Deferrals: (leave blank or enter "0" if none)

- \_\_\_\_\_ Voluntary Contributions
- \_\_\_\_\_ Mandatory After-Tax Contributions
- \_\_\_\_\_ Mandatory Pre-Tax Contributions
- \_\_\_\_\_ Safe Harbor Contributions
- \_\_\_\_\_ Matching Contributions
- 0 Non-Elective Contributions

*NOTE: The maximum age is 21. The maximum age is 26 in the case of any plan maintained exclusively for employees of an educational institution (as defined in Code section 170(b)(1)(A)(ii)) by an employer that is exempt from tax under section 501(a) that provides that each participant having at least 1 year of service is fully vested.*

*NOTE: If the Plan provides for Safe Harbor Contributions, no age should be specified in B.7 unless the Plan is using the special Code section 410(b) disaggregation rules. If the Plan is using the special Code section 410(b) disaggregation rules, then the maximum age is 21.*

**8. Minimum service requirement**

**a. Minimum service requirement:**

- i. None
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- ii. Completion of one Year of Eligibility Service
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- iii. Completion of two Years of Eligibility Service
  - a.  Matching Contributions
  - b.  Non-Elective Contributions
- iv. Completion of \_\_\_\_\_ Hours of Service (not to exceed 1,000) within a twelve-month period
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions



- e.  Matching Contributions
- f.  Non-Elective Contributions
- v. Completion of \_\_\_\_\_ months of service (not to exceed 12)
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- vi. Completion of \_\_\_\_\_ months of service (not to exceed 24)
  - a.  Matching Contributions
  - b.  Non-Elective Contributions
- vii. Completion of \_\_\_\_\_ Hours of Service (not to exceed 1,000) in a \_\_\_\_\_ month period (not to exceed 12)
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- viii. Completion of \_\_\_\_\_ Hours of Service (not to exceed 1,000) in a \_\_\_\_\_ month period (not to exceed 24)
  - a.  Matching Contributions
  - b.  Non-Elective Contributions
- ix. Completion of \_\_\_\_\_ consecutive months of continuous service (not to exceed 12)
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- x. Completion of \_\_\_\_\_ consecutive months of continuous service (not to exceed 24)
  - a.  Matching Contributions
  - b.  Non-Elective Contributions
- xi. Other: (e.g., 160 hours in each of three consecutive months)
  - a.  Voluntary Contributions
  - b.  \_\_\_\_\_ Mandatory After-Tax Contributions
  - c.  \_\_\_\_\_ Mandatory Pre-Tax Contributions
  - d.  \_\_\_\_\_ Safe Harbor Contributions
  - e.  \_\_\_\_\_ Matching Contributions
  - f.  \_\_\_\_\_ Non-Elective Contributions

**NOTE:** Service taken into account for purposes of B.8 will be determined under the terms and conditions specified for determining a Year of Eligibility Service.

**NOTE:** If one or two Year of Eligibility Service (B.8a.ii or B.8a.iii) is selected, and no hours are specified, the Plan will use 1,000 Hours of Service.

**NOTE:** If B.8a.xi is selected, the service requirements provided must comply with Code section 410(a), be definitely determinable and may not be specified in a manner that is subject to discretion.

**NOTE:** Hours of Service failsafe: if B.8a.iv - B.8a.xi is selected and the Plan uses the Hours of Service method, the service requirement under B.14 will be deemed met no later than the end of an Eligibility Computation Period during which the Eligible Employee completes 1,000 Hours of Service; provided that the individual is an Eligible Employee on the applicable entry date.

**NOTE:** If 24 months is specified in B.8.vi, B.8.viii or B.8.x the applicable asset source must be immediately 100% vested.

- b. Enter the number of Hours of Service necessary for Year of Eligibility Service for purposes of Contributions other than Elective

Deferrals: 1,000 (not more than 1,000)

**9. Entry Dates**

**a. Frequency of entry dates for Contributions other than Elective Deferrals:**

- i. immediate**
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- ii. first day of each calendar month**
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- iii. first day of each Plan quarter**
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- iv. first day of the first month and seventh month of the Plan Year**
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- v. first day of the Plan Year**
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions
- vi. other: (e.g., first day of each pay period)**
  - a.  Voluntary Contributions
  - b.  Mandatory After-Tax Contributions
  - c.  Mandatory Pre-Tax Contributions
  - d.  Safe Harbor Contributions
  - e.  Matching Contributions
  - f.  Non-Elective Contributions

*NOTE: The entry date specified above (B.9a.vi) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**b. Timing of Entry Dates**

If B.9a.i and B.9a.vi (immediate entry/dates specified) are not selected, an Eligible Employee will become a Participant eligible to receive an allocation of Contributions other than Elective Deferrals on the entry date selected in B.9a that is \_\_\_\_\_ the date the

requirements of B.7 through B.8 are met.

- i.** coincident with or next following
  - a.**  Voluntary Contributions
  - b.**  Mandatory After-Tax Contributions
  - c.**  Mandatory Pre-Tax Contributions
  - d.**  Safe Harbor Contributions
  - e.**  Matching Contributions
  - f.**  Non-Elective Contributions
- ii.** next following
  - a.**  Voluntary Contributions
  - b.**  Mandatory After-Tax Contributions
  - c.**  Mandatory Pre-Tax Contributions
  - d.**  Safe Harbor Contributions
  - e.**  Matching Contributions
  - f.**  Non-Elective Contributions
- iii.** coincident with or immediately preceding
  - a.**  Safe Harbor Contributions
  - b.**  Matching Contributions
  - c.**  Non-Elective Contributions
- iv.** immediately preceding
  - a.**  Safe Harbor Contributions
  - b.**  Matching Contributions
  - c.**  Non-Elective Contributions
- v.** nearest to
  - a.**  Safe Harbor Contributions
  - b.**  Matching Contributions
  - c.**  Non-Elective Contributions

**NOTE:** The combination of B.9a and B.9b must meet the requirements of ERISA section 202(a). For instance, B.9a.v ("first day of the Plan Year") may not be selected with B.9b.i ("coincident with or next following") if two Years of Service is required under B.8.

- 10.** Additional requirements, limitations, conditions, or other modifications to B.7 - B.9 (e.g., Participants part of a collectively bargained for agreement will be immediately eligible for Elective Deferrals and will enter the Plan for that purpose on their date of hire.):

Voluntary Contributions

Other: \_\_\_\_\_

Mandatory After-Tax Contributions

Other: \_\_\_\_\_

Mandatory Pre-Tax Contributions

Other: \_\_\_\_\_

Safe Harbor Contributions

Other: \_\_\_\_\_

Matching Contributions

Other: \_\_\_\_\_

Non-Elective Contributions

Other: \_\_\_\_\_

**NOTE:** The additional requirements, limitations, conditions, or other modifications specified above (B.10) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

**Eligibility Service Computation Rules**

**11. Other Employer Service**

Count years of service with employers other than the Adopting Employer for eligibility purposes. List other employers and indicate for what purposes (e.g., Non-Elective, Matching, etc.) the service applies along with any limitations (e.g., service with ABC Inc. will be included for determining eligibility for Matching Contributions): Credit service for eligibility and allocation purposes any service performed with a teaching institution or an institution of higher education. In addition, past service is credited with CIEE, Inc., EIN 51-0414702, The Academic Internship Council, LLC, High School Foundation, Inc., and CIEE, Inc. EIN 13-4038907 (formerly known as Council, International Study Programs, Inc.)

*NOTE: The other employer service specified above (B.11) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**12. Break in Service**

- a.  Rule of parity. Exclude eligibility service before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance if an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions.
- b.  One-year holdout. If an Employee has a One-Year Break in Service/Period of Severance, exclude eligibility service before such period until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.
- c.  The following modifications will be made to the requirements specified in B.12a-b: \_\_\_\_\_

*NOTE: B.12 applies for purposes of eligibility to receive Matching Contributions and Non-Elective Contributions only.*

*NOTE: B.12c could be used, for example, to require less than 500 hours of service (but not more than 500 hours) for a One-Year Break in Service under B.12a and/or B.12b, or to specify that the break in service rule(s) only apply to certain contributions.*

**13. Special Participation Date**

- a.  Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on \_\_\_\_\_ will become eligible to participate in the Plan as of \_\_\_\_\_
- b.  The Plan provides conditions or limitations on immediate participation (e.g., Employees employed under a union contract are not subject to special participation date): \_\_\_\_\_

*NOTE: If B.13b applies (B.13a is selected) and is selected, describe the conditions or limitations and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the conditions or limitations apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**Eligibility Service Method**

**14. Eligibility Service Method**

- a. Eligibility service computation method.
  - i.  Hours of Service
    - Eligibility Computation Period will switch to Plan Year
    - Eligibility Computation Period will remain based on anniversary of date of hire
  - ii.  Elapsed Time

*NOTE: B.14.a.ii can only be chosen if B.8.a.ii, B.8.a.iii, B.8.a.v, B.8.a.vi, B.8.a.ix, or B.8.a.x (without an hours requirement specified) is chosen.*
- b. Select hours equivalency for eligibility purposes:
  - i.  NoneAn Employee will be credited with the following service with the Employer:
  - ii.  10 Hours of Service for each day or partial day
  - iii.  45 Hours of Service for each week or partial week
  - iv.  95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
  - v.  190 Hours of Service for each month or partial month
- c. The hours equivalency will apply to:
  - i.  All Employees
  - ii.  Only Employees not paid on a per-hour basis
- d.  The following modifications will be made to the requirements specified in B.14a-c: \_\_\_\_\_

*NOTE: B.14c will not apply if B.14b.i is selected ("None").*

*NOTE: The responses to B.14 are used only to the extent that the Plan determines eligibility service by the Hour of Service method and will apply uniformly to B.8 wherever Hours of Service is elected unless otherwise provided in B.14d.*

*NOTE: If B.14d is selected, the modifications must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS**

**Safe Harbor Contributions**

*NOTE: If A.10 is "Yes", an Eligible Employee who has met the requirements of Section B and who has satisfied the following requirements will be eligible to receive an allocation of Safe Harbor Contributions during the applicable Plan Year.*

**C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS**

**1. Safe Harbor Plan**

- a. Is this a safe-harbor plan exempt from most testing:
  - i.  No
  - ii.  Yes - traditional safe harbor
  - iii.  Yes - QACA safe harbor
- b. Effective date of safe harbor provisions: \_\_\_\_\_
- c.  Safe Harbor Contributions will be made to another plan. Name of other plan to which Safe Harbor Contributions are made: \_\_\_\_\_
- d. Safe Harbor Contributions will be made to:
  - i.  all Eligible Employees
  - ii.  Eligible Employees who are not Highly Compensated Employees
- e. Allocation requirements for Highly Compensated Employees
  - i.  Require service for Highly Compensated Employees to receive a safe harbor contribution. Hours of Service required in the applicable Plan Year for Highly Compensated Employees to receive a safe harbor contribution: \_\_\_\_\_
  - ii.  Require employment on the last day of Plan Year for Highly Compensated Employees to receive a safe harbor contribution
- f.  Employer contributions will be offset by safe harbor contributions

*NOTE: C.1d only applies if Highly Compensated Employees are not excluded from the Plan (C.1d.i is selected).*

*NOTE: C.1e.i may not be more than 1,000; if left blank, the Plan will use 1,000 Hours of Service.*

*NOTE: A safe harbor Plan Year must be twelve months long (unless it is the first Plan Year of a newly established plan or newly established Elective Deferral feature). If a cash or deferred arrangement is added to an existing plan, the cash or deferred arrangement (and safe harbor features) must be effective no later than three months prior to the end of the Plan Year. A safe harbor Plan Year may also be less than twelve months if the Plan is amended out of safe harbor status pursuant to Treas. Reg. section 1.401(k)-3(g).*

**2. ACP Safe Harbor Contributions**

ACP Safe Harbor Contributions will be allocated to Participants who have met the eligibility for Safe Harbor Contributions as specified below:

- a.  Safe Harbor Matching Contributions will be allocated in an amount equal to:  
**Rate One**  
\_\_\_\_\_ % of the Participant's Matched Employee Contributions that are not in excess of  
\_\_\_\_\_ % of the Participant's Compensation
- b.  Safe Harbor Non-Elective Contributions, not less than \_\_\_\_\_ % of Compensation
- c.  Safe Harbor Non-Elective Contributions, not less than \_\_\_\_\_ % of Compensation but only if the Plan Sponsor amends the Plan and provides a supplemental notice

*NOTE: If Safe Harbor Non-Elective safe harbor is selected, the contribution amount must be at least 3% of Compensation.*

*NOTE: If Safe Harbor Non-Elective contribution with amendment is selected and the Plan is not amended for an applicable Plan Year, the Plan will not be subject to any of the conditions and/or limitations that apply to safe harbor plans and the Plan will be subject to the nondiscrimination requirements of Section 5.02 (Section 4.05(a)(2)).*

*NOTE: If the Plan is a traditional safe harbor plan making a Safe Harbor Matching Contribution, the formula must be completed so that it at least meets the following minimum formula: the Adopting Employer will contribute as a Safe Harbor Matching Contribution an amount equal to 100% of the Participant's Matched Employee Contributions that are not in excess of 3% of the Participant's Compensation; plus 50% of the amount of the Participant's Matched Employee Contributions that exceed 3% but that do not exceed 5% of the Participant's Compensation. The Adopting Employer may also elect a Safe Harbor Matching Contribution formula where: (i) the aggregate amount of Safe Harbor Matching Contributions at each rate of Matched Employee Contributions is at least equal to the aggregate amount of Safe Harbor Matching Contributions that would have been made if the Safe Harbor Matching Contributions were made under the formula described in the applicable preceding sentences, and (ii) the rate of Safe Harbor Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase.*

*NOTE: If the Plan is a QACA safe harbor plan making a Safe Harbor Matching Contribution, the formula must be completed so that it at least meets the following minimum formula: the Adopting Employer will contribute as a Safe Harbor Matching Contribution an amount equal to 100% of the Participant's Matched Employee Contributions that are not in excess of 1% of the Participant's Compensation; plus 50% of the amount of the Participant's Matched Employee Contributions that exceed 1% but that do not exceed 6% of the Participant's Compensation. The Adopting Employer may also elect a Safe Harbor Matching Contribution formula where: (i) the aggregate amount of Safe Harbor Matching Contribution at each rate of Matched Employee Contributions is at least equal to the aggregate amount of Matching Contributions that would have been made if the Matching Contributions were made under the formula described in the applicable preceding sentences, and (ii) the rate of Safe Harbor Matching Contribution Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase.*

**3. Additional Safe Harbor Contributions**

- a. **Discretionary Additional Safe Harbor Matching Contributions**  
 Permit discretionary Additional Safe Harbor Matching Contributions to be made in addition to the contributions described above.

### C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

**NOTE:** (i) the rate of Additional Safe Harbor Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Additional Safe Harbor Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Additional Safe Harbor Matching Contributions subject to the Adopting Employer's discretion will not exceed four percent (4%) of Compensation.

**NOTE:** No Highly Compensated Employee can receive a greater rate of Additional Safe Harbor Matching Contributions than a Non-Highly Compensated Employee at the same rate of Matched Employee Contributions.

#### b. Fixed Additional Safe Harbor Matching Contributions

Permit fixed Additional Safe Harbor Matching Contributions to be made in addition to the contributions described above: \_\_\_\_\_.

**NOTE:** (i) the rate of Additional Safe Harbor Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Additional Safe Harbor Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Additional Safe Harbor Matching Contributions subject to the Adopting Employer's discretion will not exceed four percent (4%) of Compensation.

**NOTE:** No Highly Compensated Employee can receive a greater rate of Additional Safe Harbor Matching Contributions than a Non-Highly Compensated Employee at the same rate of Matched Employee Contributions.

#### 4. Allocation Times Safe Harbor Contributions

a. ACP Safe Harbor Contributions are allocated to Participant Accounts at the following time(s):

- i.  End of Plan Year
- ii.  Semi-annually
- iii.  Quarterly
- iv.  Each calendar month
- v.  Each pay period
- vi.  At such times as may be determined by the Adopting Employer

b. Additional ACP Safe Harbor Matching Contributions are allocated to Participant Accounts at the following time(s):

- i.  End of Plan Year
- ii.  Semi-annually
- iii.  Quarterly
- iv.  Each calendar month
- v.  Each pay period
- vi.  At such times as may be determined by the Adopting Employer

### Elective Deferrals

**NOTE:** If A.7 is "Yes" (Elective Deferrals are permitted), an Eligible Employee will be eligible to make Elective Deferrals to the Plan in the following manner:

#### 5. Maximum Deferral Amounts

Maximum Elective Deferral contribution: 100% of Compensation

#### 6. Modifications of Elective Deferrals

a. Participants may modify/start/stop Elective Deferrals/Voluntary Contribution elections:

- i.  Each pay period
- ii.  Monthly
- iii.  Quarterly
- iv.  Semi Annually
- v.  Annually
- vi.  Pursuant to Plan Administrator procedures (at least once each calendar year)

b.  Participants may stop an election to contribute at any time.

#### 7. Catch-up Contributions

- a.  Participants may make Age 50 Catch-up Contributions (Section 5.01(c)).
- b.  Participants with fifteen years of service may make Special Long Service Catch-up Contributions (Section 5.01(b)).

### Automatic Enrollment

#### 8. The Plan provides for traditional automatic enrollment

- a.  Yes, traditional automatic contribution arrangement ("ACA")
- b.  Yes, Eligible Automatic Contribution Arrangement ("EACA")

**C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS**

- c.  Yes, Qualified Contribution Arrangement ("QACA")
- d.  No

**9. Automatic Enrollment - ACA or EACA**

- a. The initial amount of the automatic enrollment (as a percentage of Compensation): \_\_\_\_\_%
- b.  The amount specified in C.9a will increase in the following manner (include amount and timing of increase): \_\_\_\_\_
- c.  Delayed automatic enrollment. The traditional automatic enrollment will be deemed elected \_\_\_\_\_ after the initial satisfaction of the eligibility requirements of Article 3 with respect to Elective Deferrals (and after effective date of the addition of an automatic enrollment feature for current Participants).

*NOTE: C.9 is not applicable if C.8c is selected; see C.10 for QACA automatic contribution amounts.*

*NOTE: For example, if the automatic enrollment amount is 3% for the first year and increases by 1% per year for five years, insert "3%" in the first blank (C.9a) and "increase by 1% on the first day of the Plan Year in the second through sixth year to a maximum of 8%" in the second blank (C.9b).*

*NOTE: The Plan must provide that the initial default contribution is a uniform percentage of Compensation; although the percentage may vary based on years of service.*

*NOTE: If the Plan is an EACA (C.8b is selected), the uniform percentage of Compensation is determined after the aggregation/disaggregation rules in Treas. Reg. section 1.414(w)-1(b)(2)(iii), although the percentage may vary as permitted in Treas. Reg. section 1.414(w)-1(b)(2)(ii).*

*NOTE: C.9b is only applicable if C.9a is selected.*

*NOTE: C.9c is only applicable if C.8a or C.8b is selected. C.9c may contain a period of days (90 days, for example) or a specified date (first of the next calendar month, for example).*

**10. Automatic Enrollment - QACA**

- a. Enter the amount of the automatic election for the initial period as a percentage of Compensation (between 3 - 10%): \_\_\_\_\_%
- b. Enter the amount of the election for the first year after the initial period as a percentage of Compensation (between 4 - 10%): \_\_\_\_\_%
- c. Enter the amount of the election for the second year after the initial period as a percentage of Compensation (between 5 - 10%): \_\_\_\_\_%
- d. Enter the amount of the election for the third year after the initial period as a percentage of Compensation (between 6 - 10%): \_\_\_\_\_%
- e.  The amount of the election increases after the third year in the following manner: \_\_\_\_\_

*NOTE: C.10 only applies if C.8c is selected.*

*NOTE: The initial period (C.10a) may begin on the Participant's date of initial participation and end on the last day of the first Plan Year that begins after the date of initial participation. The automatic enrollment amounts must meet the minimum percentage requirements provided under Treas. Reg. section 1.401(k)-3(j)(2) for the applicable Plan Year.*

*NOTE: Compensation must be a safe harbor definition of compensation as defined in Treas. Reg. section 1.401(k)-3(b)(2).*

*NOTE: The Plan Administrator may, on a uniform and nondiscriminatory basis, provide that applicable percentages will be based on the number of years (or portions of years) since the beginning of the initial period for an Eligible Employee pursuant to Treas. Reg. section 1.401(k)-3(j)(2)(iii)(A).*

**11. Automatic Enrollment - Covered Employees**

- a. Indicate who will be a covered employee eligible to make automatic contributions:
  - i.  Eligible Employees who have not made an Elective Deferral election
  - ii.  All Eligible Employees to the extent that no election was made or their Elective Deferral elections are less than the automatic enrollment amount
  - iii.  Other (e.g., Employees employed after 1/1/2016 who have not made an Elective Deferral election): \_\_\_\_\_
- b. If the Plan provides for automatic enrollment and Roth Elective Deferrals are allowed to the Plan, select whether automatic contributions will be pre- or after-tax:
  - i.  Pre-Tax. All Elective Deferrals made under Section 4.01(g) will be designated as Pre-Tax Elective Deferrals.
  - ii.  After-Tax. All Elective Deferrals made under Section 4.01(g) will be designated as Roth Elective Deferrals.

*NOTE: C.11b only applies if A.7b is "Yes" (Roth contributions are allowed to the Plan).*

*NOTE: If C.11a.iii is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**Voluntary Contributions**

*NOTE: If A.8 is "Yes", an Eligible Employee who has met the requirements specified for Voluntary Contributions will be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):*

**12. Minimum and Maximum Voluntary Contributions**

- a. Minimum Voluntary Contribution: \_\_\_\_\_
- b. Maximum Voluntary Contribution: \_\_\_\_\_%
- c. Maximum of total combined Elective Deferral/Voluntary Contribution: \_\_\_\_\_%

## C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

d. Other limitations: \_\_\_\_\_

*NOTE: C.12b and C.12c may not be more than 100% of Compensation.*

*NOTE: If C.12d is selected the requirements provided must be nondiscriminatory, objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

### Mandatory Contributions

*NOTE: If A.9 is "Yes" (Mandatory Contributions are permitted), an Eligible Employee who has met the requirements specified for Mandatory Contributions will be eligible to make Mandatory Contributions to the Plan as follows (Section 4.01):*

#### 13. Mandatory Contribution Amount

- a. Mandatory After-Tax Contributions will be required in the following amount with the following limitations: \_\_\_\_\_
- b. Mandatory Pre-Tax Contributions will be required in the following amount with the following limitations: \_\_\_\_\_

### Testing Elections

#### 14. ACP Testing Elections

- a. Average Contribution Percentage of Non-Highly Compensated Employees are determined using:
  - i.  Current year - no exceptions
  - ii.  Current year - with exceptions for certain years: \_\_\_\_\_
  - iii.  Prior year - no exceptions
  - iv.  Prior year - with exceptions for certain years: \_\_\_\_\_
- b. If prior year testing is selected, for the first year the Plan is a 401(m) plan, the Non-Highly Compensated Employee percentage:
  - i.  3%
  - ii.  Current year percentages

*NOTE: If C.14a.i is not selected (the Plan is an actual contribution percentage (ACP) safe harbor plan), then the current year must be used for those Plan Years during which the Plan is subject to the ACP safe harbor requirements.*

*NOTE: The years entered in C.14a.ii or C.14a.iv may not be earlier than the Effective Date.*

*NOTE: C.14b only applies if C.14a.iii or C.14a.iv is selected.*

*NOTE: C.14b only applies for the first year the Plan is a 401(m) plan. If the Effective Date is after the first year a Plan is a 401(m) plan C.14b can be left blank.*

## D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

### Matching - Allocation Service

*NOTE: If A.11 is "Yes", an Eligible Employee who has met the requirements of Section B and who has satisfied the following requirements will be eligible to receive an allocation of Matching Contributions during the applicable Plan Year.*

#### 1. Allocation Service Requirements for Matching Contributions

- a.  In order to share in the allocation of Matching Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year \_\_\_\_\_
- b.  In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Adopting Employer on the last day of the Plan Year
- c.  In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Adopting Employer on the last day of the Plan Year or complete at least \_\_\_\_\_ Hours of Service in the applicable Plan Year
- d.  None

*NOTE: D.1a and D.1b are inapplicable if D.1c is selected.*

*NOTE: D.1a and D.1c may not be more than 1,000.*

#### 2. Matching Allocation Service Computation Rules

- a. Computation method for Matching Allocation Service.
  - i.  Hours of Service
  - ii.  Elapsed Time
- b. Select hours equivalency:
  - i.  None



**D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS**

An Employee will be credited with the following service with the Employer:

- ii.  10 Hours of Service for each day or partial day
- iii.  45 Hours of Service for each week or partial week
- iv.  95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
- v.  190 Hours of Service for each month or partial month

*NOTE: D.2b is only applicable if D.2a.i is selected.*

- c. The hours equivalency will apply to:
  - i.  All Employees
  - ii.  Only Employees not paid on a per-hour basis

*NOTE: D.2c is only applicable if D.2a.i is selected.*

*NOTE: D.2 is only applicable if D.1a or D.1c is selected.*

**3. Exceptions to Allocation Service Requirements for Matching Contributions**

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who terminates employment with the Employer during the Plan Year due to:
  - i.  death
  - ii.  Disability
  - iii.  attainment of Normal Retirement Age
  - iv.  Other: (e.g., attainment of Early Retirement Age) \_\_\_\_\_
- b. Any Hour of Service requirement and last day requirement will be modified as follows:
  - i.  Waive both the Hour of Service requirement and last day requirement
  - ii.  Waive the Hour of Service requirement only
  - iii.  Waive last day requirement only
- c.  The following other modifications will be made to the requirements specified in D.1-3b: \_\_\_\_\_
- d. Method to fix Matching Contribution Code section 410(b)(1)(B) ratio percentage coverage failures:
  - i.  Do not automatically fix
  - ii.  Add just enough Participants to meet the coverage requirements
  - iii.  Add all non-excludable Participants

*NOTE: D.3 is only applicable if D.1a, D.1b, or D.1c is selected.*

*NOTE: D.3c may only be used to make minor changes to the requirements specified in D.1-3b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. For example, D.3c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.*

**Matching - Formula**

**4. Matched Employee Contribution Inclusions**

The Adopting Employer will match:

- a.  Elective Deferrals
- b.  Age 50 Catch-up Contributions
- c.  Special Long Service Catch-up Contributions
- d.  Roth Elective Deferrals
- e.  Voluntary Contributions
- f.  Mandatory After-Tax Contributions
- g.  Mandatory Pre-Tax Contributions
- h.  Other (e.g., Elective Deferrals made to Company 403(b) Plan #1): \_\_\_\_\_

*NOTE: The other Matched Employee Contribution specified above (D.4h) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**5. Matching Contribution Formula**

The Adopting Employer's Matching Contribution will be allocated to eligible Participants who have met the requirements of Section B and D.1 through D.3 as follows:

- a.  A discretionary amount and percentage of Matched Employee Contributions
- b.  Tiered Matching Formula. The Adopting Employer will contribute as a Matching Contribution an amount equal to:

**Rate One**

\_\_\_\_\_ % of the Participant's Matched Employee Contributions that are not in excess of  
\_\_\_\_\_ % of the Participant's Compensation

**D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS**

- c.  Years of service
- i. The Matching contribution will be made according to the schedule below:
- A. \_\_\_\_\_ Years of service \_\_\_\_\_ % of Matched Employee Contributions
- ii.  Only Matched Employee Contributions that are not in excess of \_\_\_\_\_ % of the Participant's Compensation will be matched.
- iii. In determining years of service in this D.5c, the following service will be used:
- A.  Years of Eligibility Service
- B.  Years of Vesting Service
- iv. Enter the number of Hours of Service necessary to earn a year of service described in D.5c.i: \_\_\_\_\_
- NOTE: The first tier of Matching Contributions in D.5c.i will be available no later than the period described in 410(a)(1).*
- d.  Special schedule. Matching Contributions shall be made according to the following fixed schedule: \_\_\_\_\_
- NOTE: The discretionary formula in D.5a must meet the nondiscrimination requirements regarding benefits, rights, or features described in Treas. Reg. section 1.401(a)(4)-4.*

**6. Additional Discretionary Matching Contributions**

- Permit discretionary Matching Contributions to be made in addition to the contributions described in D.5b-d as a discretionary amount and percentage of Matched Employee Contributions

**7. Additional Fixed Matching Contributions**

- Permit additional fixed Matching Contributions to be made in addition to the contributions described in D.5b-d: \_\_\_\_\_

**8. Maximum Allocations for Matching Contributions**

Plan limits Matching Contributions to the following in each Plan Year:

- a.  Maximum percentage of Compensation that applies to all Participants: \_\_\_\_\_%
- b.  Maximum percentage of Compensation that applies to Highly Compensated Employees only: \_\_\_\_\_%
- c.  Maximum dollar amount that applies to all Participants: \$ \_\_\_\_\_
- d.  Maximum dollar amount that applies to Highly Compensated Employees only: \$ \_\_\_\_\_
- e.  Other: \_\_\_\_\_
- f.  No Maximum

*NOTE: If D.8e is selected the requirements provided must be nondiscriminatory, objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**9. Allocation Times for Matching Contributions**

- a. Fixed Matching Contributions are allocated to Participant Accounts at the following time(s):
- i.  End of Plan Year
- ii.  Semi-annually
- iii.  Quarterly
- iv.  Each calendar month
- v.  Each pay period
- vi.  At such times as may be determined by the Adopting Employer
- b. Apply the dollar limit in D.8:
- i.  On a Plan Year basis only
- ii.  Pro rata as of each period specified in D.9a

*NOTE: D.9 will not apply if the Matching Contribution formula is discretionary (D.5a is selected).*

*NOTE: Any service requirements specified in D.1 through D.3 will be applied pro rata to the period selected in this D.9. Any last day rule specified in D.1 through D.3 will be applied as of the end of each period selected in this D.9.*

*NOTE: Discretionary Matching Contributions (if selected in D.5) may be allocated at a time other than that selected in D.9.*

*NOTE: D.9b will only apply if a maximum dollar amount (D.8c or D.8d) is selected and end of Plan Year (D.9a.i) is not selected.*

**Non-Elective Contributions - Allocation Service**

*NOTE: If A.12 is "Yes" an Eligible Employee who has met the requirements of Section B and who has satisfied the following requirements will be eligible to receive an allocation of Non-Elective Contributions during the applicable Plan Year.*

**10. Allocation Service Requirements for Non-Elective Contributions**

- a.  In order to share in the allocation of Non-Elective Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year \_\_\_\_\_
- b.  In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed by the Adopting Employer on the last day of Plan Year
- c.  In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed by the Adopting Employer

**D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS**

on the last day of Plan Year or complete at least \_\_\_\_\_ Hours of Service in the applicable Plan Year

- d.  None

*NOTE: D.10a and D.10b are inapplicable if D.10c is selected.*

*NOTE: D.10a and D.10c may not be more than 1,000.*

**11. Non-Elective Allocation Service Computation Rules**

- a. Computation method for Non-Elective Allocation Service.

i.  Hours of Service

ii.  Elapsed Time

- b. Select hours equivalency:

i.  None

An Employee will be credited with the following service with the Employer:

ii.  10 Hours of Service for each day or partial day

iii.  45 Hours of Service for each week or partial week

iv.  95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period

v.  190 Hours of Service for each month or partial month

*NOTE: D.11b is only applicable if D.11a.i is selected.*

- c. The hours equivalency will apply to:

i.  All Employees

ii.  Only Employees not paid on a per-hour basis

*NOTE: D.11c is only applicable if D.11a.i is selected.*

*NOTE: D.11 is only applicable if D.10a or D.10c is selected.*

**12. Exceptions to Allocation Service Requirements for Non-Elective Contributions**

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who terminates employment with the Employer during the Plan Year due to:

i.  death

ii.  Disability

iii.  attainment of Normal Retirement Age

iv.  Other: (e.g., attainment of Early Retirement Age) \_\_\_\_\_

- b. Any Hour of Service requirement and last day requirement will be modified as follows:

i.  Waive both the Hour of Service requirement and last day requirement

ii.  Waive the Hour of Service requirement only

iii.  Waive last day requirement only

- c.  The following other modifications will be made to the requirements specified in D.10-12b: \_\_\_\_\_

- d. Method to fix Non-Elective Contribution Code section 410(b)(1)(B) ratio percentage coverage failures

i.  Do not automatically fix

ii.  Add just enough Participants to meet the coverage requirements

iii.  Add all non-excludable Participants

*NOTE: D.12 is only applicable if D.10a, D.10b, or D.10c is selected.*

*NOTE: D.12c may only be used to make minor changes to the requirements specified in D.10-12b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. For example, D.12c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.*

**Non-Elective - Formula**

**13. Amount of Non-Elective Contributions**

- a.  Discretionary in an amount as determined by the Adopting Employer

b.  \_\_\_\_\_ % of total Participant Compensation for the Plan Year

c.  \$\_\_\_\_\_ for the Plan Year

d.  Other (e.g., 5% of Employer's profits): \_\_\_\_\_

*NOTE: The Non-Elective Formula specified above (D.13d) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**14. Non-Elective Contribution allocation formula**

The Adopting Employer's Non-Elective Contributions will be allocated to eligible Participants who have met the requirements of Section B and D.10 as follows (Section 4.03):

**D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS**

- a.  Pro rata. In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
- b.  Integrated. See D.15.
- c.  Points. See D.16.
- d.  Fixed Amount. In an amount equal to the total Non-Elective Contribution divided by the number of Participants eligible to share in such contribution.
- e.  Age Weighted. In the ratio that such Participant's points bears to the points of all eligible Participants for such Plan Year. The points awarded to each Participant will be equal to the product of the Participant's Compensation multiplied by the factor in the Age Weighted Appendix determined using the Participant's age as of the end of the Plan Year.
- f.  New Comparability - Defined Groups. See D.17.
- g.  New Comparability - One Group per Participant. In an amount designated by the Adopting Employer to be allocated to each group. For purposes of this D.14g, there will be one group created for each Participant eligible to receive allocations of Non-Elective Contributions. The contribution will be allocated to each group in a manner determined by the Adopting Employer. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Adopting Employer will notify the Plan Administrator and/or the Trustee in writing of the amount of contributions allocated to each group.
- h.  Other: A Year of Service for allocation purposes is a 12-month period measured from your date of hire, and anniversaries of that date, in which you are credited with at least 1,000 Hours of Service. Participants on paid leave of absence are excluded from contributions while on paid leave of absence. Employer nonelective contributions may be allocated as discretionary percentages of Compensation which will be tiered based on years of service

*NOTE: Options D.14e-h are not safe harbor formulas within the meaning of Treas. Reg. section 1.401(a)(4)-2(b)(2). These allocations will need to pass 401(a)(4) nondiscrimination testing.*

*NOTE: If New Comparability (D.14f or D.14g) is selected, see Sections 3.06(d) and 4.03(b)(1) for rules regarding the gateway test.*

*NOTE: The Non-Elective Contribution allocation formula specified above (D.14h) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**15. Non-Elective - Integration**

Integration level for determining Excess Compensation:

- a.  Taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- b.  20% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
- c.  80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
- d.  80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; plus \$1.00
- e.  \_\_\_\_\_% (no more than 100%) of taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- f.  Fixed dollar amount: \$ \_\_\_\_\_ (not more than the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year)

*NOTE: The amount of permitted disparity will be determined in accordance with the following table:*

Integration Level	Permitted Disparity
More than \$0 but not more than 20% of the TWB	5.7%
More than 20% of the TWB but not greater than 80% of the TWB	4.3%
More than 80% of the TWB but less than 100% of the TWB	5.4%
100% of the TWB	5.7%

TWB = taxable wage base (as defined under Section 230 of the Social Security Act)

**16. Non-Elective - Points**

- a. Points will be computed on the basis of:
  - i.  Age, service, and Compensation
  - ii.  Age and service
  - iii.  Age and Compensation
  - iv.  Service and Compensation
  - v.  Age only
  - vi.  Service only
- b. Points awarded for \$100 of Compensation: \_\_\_\_\_
- c. Points awarded for each year of service within the meaning of Treas. Reg. section 1.401(a)(4)-11(d)(3): \_\_\_\_\_
- d. Points awarded for each year of age: \_\_\_\_\_

**D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS**

*NOTE: While the "Points" formula is a safe harbor formula within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(3), the Plan must be tested each year to ensure that the average of the allocation rates for eligible Highly Compensated Employees does not exceed the average of the allocation rates for eligible Non-Highly Compensated Employees.*

*NOTE: D.16b, D.16c and D.16d apply to the extent that D.16a provides points for Compensation, Years of Service and/or age; respectively.*

**17. Non-Elective - New Comparability**

**New Comparability - Defined Groups**

If D.14f is selected, the Adopting Employer's Non-Elective Contribution will be allocated to eligible Participants who have met the requirements of Section B and D.10 in an amount designated by the Adopting Employer to be allocated to each group described in D.17. The contribution for a group will then be further allocated to the members of such group who are eligible to receive allocations of Non-Elective Contributions in the method as specified in D.17 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. In the event that an eligible Participant is included in more than one group, the Participant's share of the contribution allocated to each group will be based upon either the amount of service or the Compensation for the part of the year the Participant was in the group.

The groups and allocations will be determined as follows:

- a. Group One: \_\_\_\_\_ An amount equal to:
  - i.  A percentage of Compensation
  - ii.  A fixed dollar amount
  - iii.  the greater i. or ii.

*NOTE: D.17 applies if "New Comparability - Defined Groups" (D.14f) is selected.*

*NOTE: Groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. section 1.401-1(b)(1)(ii) and is objectively determined with no Adopting Employer discretion. The groups cannot be designed in such a manner which could result in the group of Non-Highly Compensated Employees participating being only those Non-Highly Compensated Employees with the lowest amounts of compensation and /or the shortest period of service and who may represent the minimum number of these employees necessary to satisfy coverage under IRC 410(b).*

*NOTE: The employer must notify the vendor or plan administrator in writing of the amount of the contribution for each group.*

**18. Allocation of Non-Elective Contributions**

- a. Non-Elective Contributions are allocated to Participant Accounts at the following time(s):
  - i.  End of Plan Year
  - ii.  Semi-annually
  - iii.  Quarterly
  - iv.  Each calendar month
  - v.  Each pay period
- b. Minimum and Maximum Non-Elective Contributions
  - i.  Allocations of Non-Elective Contributions for a Participant will be subject to a minimum amount: \_\_\_\_\_
  - ii.  Allocations of Non-Elective Contributions for a Participant will be subject to a maximum amount: \_\_\_\_\_
- c. Apply the dollar limit in D.18b:
  - i.  On a Plan Year basis only
  - ii.  Pro rata as of each period specified in D.18a

*NOTE: Any service requirements specified in D.10 through D.12 will be applied pro rata to the period selected in this D.18a. Any last day rule specified in D.10 through D.12 will be applied as of the end of each period selected in this D.18a.*

*NOTE: Selection of D.18a.ii through D.18a.v may result in the Plan not meeting a Code section 401(a)(4) safe harbor allocation formula within the meaning of Treas. Reg. section 1.401(a)(4)-2(b)(2).*

**19. Non-Elective - Disability**

- Allocate Non-Elective Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(f)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the \_\_\_\_\_ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(f).

*NOTE: D.19 will not be more than "tenth."*

*NOTE: Allocations under D.19 may occur after Termination.*

**20. Non-Elective - Former Participants**

- a.  Non-Elective Contributions will be allocated to former Participants until the last day of the \_\_\_\_\_ (no more than fifth) tax year following the tax year in which the date of Termination occurs.
- b. Age and Service Requirements. Former Participants must meet the following requirements to be eligible to receive Non-Elective Contributions.
  - i.  Former Participants must be at least \_\_\_\_\_ years old.
  - ii.  Former Participants must meet the following service requirement: \_\_\_\_\_.

**D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS**

- iii.  Former Participants must meet the following requirement: \_\_\_\_\_.
  - c.  The following modifications will apply to D.20b: \_\_\_\_\_.
- 21. Qualified Non-Elective Contributions ("QNEC")**  
The Adopting Employer's discretionary Qualified Non-Elective Contribution will be allocated in the following manner:
- a.  Pro rata. In the ratio that such Participant's Compensation bears to the Compensation of all eligible Participants.
  - b.  Fixed Amount. In an amount equal to the total additional Qualified Non-Elective Contribution divided by the number of Participants eligible to share in such contribution.
- NOTE: A Qualified Non-Elective Contribution of a Non-Highly Compensated Employee will not be taken into account in satisfying the requirements of Section 5.02 to the extent it is a disproportionate contribution within the meaning of Treas. Reg. sections 1.401(k)-2(a)(6)(iv) and/or 1.401(m)-2(a)(6)(v).*
- 22. Rollovers**  
Rollover Contributions are permitted:
- a.  No
  - b.  Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
  - c.  Yes - Only active Participants may make a Rollover Contribution
  - d.  Yes - \_\_\_\_\_ may make a Rollover Contribution
- NOTE: The Plan Administrator has discretion under Section 4.06 to limit the types of rollover contributions accepted by the Plan and must use that discretion in a consistent and nondiscriminatory manner.*
- 23. Death or Disability During Qualified Military Service**  
 For benefit accrual purposes, a Participant that dies or becomes Disabled while performing Qualified Military Service will be treated as if he had been employed by the Adopting Employer on the day preceding death or Disability and terminated employment on the day of death or Disability.
- 24. 415 Additional Language**  
 Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: \_\_\_\_\_.

**E. VESTING**

**Vesting Service Rules**

- 1. Vesting service computation method**
- a.  Hours of Service. Number of Hours of Service necessary for a Year of Vesting Service: 1,000
  - b.  Elapsed Time
- NOTE: Unless E.1.b (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining vesting service. If E.1.b is selected, questions E.2 through E.3 are disregarded.*  
*NOTE: E.1a may not be more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.*
- 2. Vesting Service Equivalencies**
- a. Select equivalency for vesting purposes:
    - i.  None.  
An Employee will be credited with the following service with the Employer:
    - ii.  10 Hours of Service for each day or partial day
    - iii.  45 Hours of Service for each week or partial week
    - iv.  95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
    - v.  190 Hours of Service for each month or partial month
  - b. The hours equivalency selected in E.2a will apply to:
    - i.  All Employees
    - ii.  Only Employees not paid on a per-hour basis
- NOTE: E.2b does not apply if E.2a.i is selected.*
- 3. Vesting Computation Period**
- a.  Calendar year
  - b.  Plan Year
  - c.  The twelve-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent twelve-consecutive month period will commence on the anniversary of such date
  - d.  Other (must be a 12 month period): \_\_\_\_\_.

*NOTE: E.3d must be a twelve-consecutive month period.*

**4. Other Employer Service**

Count years of service with employers other than the Adopting Employer for vesting purposes. List other employers and indicate for what purposes (e.g., Matching, Non-Elective, etc.) the service applies along with any limitations: (e.g., service with ABC Inc. will be included for determining vesting for Matching Contributions limited to three Years of Vesting Service) \_\_\_\_\_

*NOTE: The other service specified must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

**5. Vesting Exceptions**

- a.  Death. Provide for full vesting for a Participant who terminates employment with the Adopting Employer due to death while an Employee.
- b.  Disability. Provide for full vesting for a Participant who terminates employment with the Adopting Employer due to Disability while an Employee.
- c.  Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

**6. Vesting Exclusions**

- a.  Exclude Years of Vesting Service earned before age 18
- b.  Exclude Years of Vesting Service earned before the Adopting Employer maintained this Plan or a predecessor plan
- c.  One-year holdout. If an Employee has a One-Year Break in Service/Period of Severance, exclude Years of Vesting Service earned before such period until the Employee has completed a Year of Vesting Service after returning to employment with the Adopting Employer.
- d.  Rule of parity. If an Employee does not have a nonforfeitable right to the Account balance derived from Adopting Employer contributions, exclude Years of Vesting Service earned before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.

**7. Special Vesting Provisions**

Provide for special vesting provisions (e.g., Participants who are employed under a union contract are always 100% vested in all contributions): \_\_\_\_\_

*NOTE: Any special provisions must satisfy Code section 411.*

**Vesting Schedules**

**8. Matching Contribution Account**

Vesting Schedule for Matching Contributions:

- a.  100%
- b.  2-6 Year Graded
- c.  1-5 Year Graded
- d.  1-4 Year Graded
- e.  3 Year Cliff
- f.  2 Year Cliff
- g.  Other:
  - i. Other Match Schedule - less than 1 year: \_\_\_\_\_%
  - ii. Other Match Schedule - 1 year but less than 2 years: \_\_\_\_\_%
  - iii. Other Match Schedule - 2 years but less than 3 years: \_\_\_\_\_%
  - iv. Other Match Schedule - 3 years but less than 4 years: \_\_\_\_\_%
  - v. Other Match Schedule - 4 years but less than 5 years: \_\_\_\_\_%
  - vi. Other Match Schedule - 5 years but less than 6 years: \_\_\_\_\_%
  - vii. Other Match Schedule - 6 or more years: 100%.

*NOTE: See Section 6.02 for definitions of the applicable vesting schedules.*

*NOTE: Any vesting schedule described in E.8g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.8g.vii will be deemed to be 100%.*

*NOTE: E.8 is not applicable to any Safe Harbor Matching Contributions.*

**9. Non-Elective**

Non-Elective Contribution Account Vesting Schedule:

- a.  100%
- b.  2-6 Year Graded
- c.  1-5 Year Graded

- d.  1-4 Year Graded
- e.  3 Year Cliff
- f.  2 Year Cliff
- g.  Other:
  - i. Other Non-Elective Schedule - less than 1 year: \_\_\_\_\_%
  - ii. Other Non-Elective Schedule - 1 year but less than 2 years: \_\_\_\_\_%
  - iii. Other Non-Elective Schedule - 2 years but less than 3 years: \_\_\_\_\_%
  - iv. Other Non-Elective Schedule - 3 years but less than 4 years: \_\_\_\_\_%
  - v. Other Non-Elective Schedule - 4 years but less than 5 years: \_\_\_\_\_%
  - vi. Other Non-Elective Schedule - 5 years but less than 6 years: \_\_\_\_\_%
  - vii. Other Non-Elective Schedule - 6 or more years: 100%.

*NOTE: See Section 6.02 for definitions of the applicable vesting schedules.*

*NOTE: Any vesting schedule described in E.9g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.9g.vii will be deemed to be 100%.*

**10. Discretionary Additional Safe Harbor Matching Contributions**

Vesting Schedule for Discretionary Additional Safe Harbor Matching Contributions:

- a.  100%
- b.  2-6 Year Graded
- c.  1-5 Year Graded
- d.  1-4 Year Graded
- e.  3 Year Cliff
- f.  2 Year Cliff
- g.  Other:
  - i. Other Discretionary Additional Safe Harbor Matching Schedule - less than 1 year: \_\_\_\_\_%
  - ii. Other Discretionary Additional Safe Harbor Matching Schedule - 1 year but less than 2 years: \_\_\_\_\_%
  - iii. Other Discretionary Additional Safe Harbor Matching Schedule - 2 years but less than 3 years: \_\_\_\_\_%
  - iv. Other Discretionary Additional Safe Harbor Matching Schedule - 3 years but less than 4 years: \_\_\_\_\_%
  - v. Other Discretionary Additional Safe Harbor Matching Schedule - 4 years but less than 5 years: \_\_\_\_\_%
  - vi. Other Discretionary Additional Safe Harbor Matching Schedule - 5 years but less than 6 years: \_\_\_\_\_%
  - vii. Other Discretionary Additional Safe Harbor Matching Schedule - 6 or more years: 100%.

*NOTE: See Section 6.02 for definitions of the applicable vesting schedules.*

*NOTE: Any vesting schedule described in E.10g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.10g.vii will be deemed to be 100%.*

**11. Fixed Additional Safe Harbor Matching Contributions**

Vesting Schedule for Fixed Additional Safe Harbor Matching Contributions:

- a.  100%
- b.  2-6 Year Graded
- c.  1-5 Year Graded
- d.  1-4 Year Graded
- e.  3 Year Cliff
- f.  2 Year Cliff
- g.  Other:
  - i. Other Fixed Additional Safe Harbor Matching Schedule - less than 1 year: \_\_\_\_\_%
  - ii. Other Fixed Additional Safe Harbor Matching Schedule - 1 year but less than 2 years: \_\_\_\_\_%
  - iii. Other Fixed Additional Safe Harbor Matching Schedule - 2 years but less than 3 years: \_\_\_\_\_%
  - iv. Other Fixed Additional Safe Harbor Matching Schedule - 3 years but less than 4 years: \_\_\_\_\_%
  - v. Other Fixed Additional Safe Harbor Matching Schedule - 4 years but less than 5 years: \_\_\_\_\_%
  - vi. Other Fixed Additional Safe Harbor Matching Schedule - 5 years but less than 6 years: \_\_\_\_\_%
  - vii. Other Fixed Additional Safe Harbor Matching Schedule - 6 or more years: 100%.

*NOTE: See Section 6.02 for definitions of the applicable vesting schedules.*

*NOTE: Any vesting schedule described in E.11g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.11g.vii will be deemed to be 100%.*

**12. QACA Vesting**

QACA Safe Harbor Contribution Vesting Schedule. Specify the vesting schedule for contributions made pursuant to C.1a.iii:

- a.  100%



- b.  2 Year Cliff
- c.  Other:
  - i. Other QACA Schedule - less than 1 year: \_\_\_\_\_%
  - ii. Other QACA Schedule - 1 year but less than 2 years: \_\_\_\_\_%
  - iii. Other QACA Schedule - 2 or more years: 100%

*NOTE: See Section 6.02 for definitions of the applicable vesting schedules.*

### 13. Other Vesting Schedule

- a.  The Plan has another vesting schedule (e.g., transferred Matching Contribution assets from merger are subject to a 3 year cliff vesting schedule): \_\_\_\_\_
- b. Describe the Participants to which the other vesting schedule applies: \_\_\_\_\_

*NOTE: The vesting schedule in E.13 is in addition to the vesting schedules in E.8 through E.12.*

*NOTE: E.13b must be applied in a consistent and nondiscriminatory manner. For example, E.13b could be used to describe a prior vesting schedule, vesting for a transfer account, or a vesting schedule that applies to Participants covered by a collective bargaining agreement provided retirement benefits were the subject of good faith bargaining.*

*NOTE: The vesting schedule must satisfy the applicable minimum vesting requirements of Code section 411(a)(2) at every point in time, for all Participants' years of service.*

### 14. Forfeitures

Forfeitures will be used in the following manner:

- a.  Any permissible method (restore forfeitures, reduce Adopting Employer contributions (or reallocate as Adopting Employer contributions) made pursuant to Article 4 or to pay Plan expenses)
- b.  Other: \_\_\_\_\_

*NOTE: E.14b is limited to one or a combination of the options described in E.14a. E.14b may be used to further restrict the uses of forfeiture and must be applied in a consistent and nondiscriminatory manner.*

## F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

### Definitions

#### 1. Normal Retirement

- a. Normal Retirement Age means:
  - i.  Attainment of age 65
  - ii.  Later of attainment of age \_\_\_\_\_ and the service specified in F.1b
  - iii.  Other: \_\_\_\_\_
- b. Select the type and length of service used to measure Normal Retirement Age:
  - i.  Eligibility. \_\_\_\_\_ Years of Eligibility Service
  - ii.  Vesting. \_\_\_\_\_ Years of Vesting Service
  - iii.  Participation. \_\_\_\_\_ anniversary of participation (e.g. third, fourth, etc.)

*NOTE: The age entered in F.1a may not be more than 65.*

*NOTE: F.1b may not require more than the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.*

*NOTE: The Normal Retirement Age will be deemed met no later than the later of age 65 or the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.*

#### 2. Early Retirement

- a. Early Retirement Age means:
  - i.  None. The Plan does not have an early retirement feature.
  - ii.  Attainment of age \_\_\_\_\_
  - iii.  Later of attainment of age \_\_\_\_\_ and the service specified in F.2b
  - iv.  Other: \_\_\_\_\_
- b. Select the type and length of service used to measure Early Retirement Age:
  - i.  Eligibility. \_\_\_\_\_ Years of Eligibility Service
  - ii.  Vesting. \_\_\_\_\_ Years of Vesting Service
  - iii.  Participation. \_\_\_\_\_ anniversary of participation (e.g. third, fourth, etc.)

*NOTE: The age entered in F.2a may not be more than 65.*

*NOTE: F.2b is only applicable if F.2a.iii is selected.*

## F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

*NOTE: See related selections E.5c (vesting upon Early Retirement Age) and G.3c (in-service distributions upon Early Retirement Age).*

### 3. Required Beginning Date

Required Beginning Date for a Participant other than a More Than 5% Owner:

- a.  Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (x) attains age 70-1/2, or (y) retires
- b.  Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c.  Election. The option provided in F.3a; provided that a Participant may elect to begin distributions pursuant to either F.3a or F.3b

*NOTE: A Participant's Required Beginning Date is a protected benefit under Code section 411(d)(6).*

### Time & Form of Payment

#### 4. REA Safe Harbor

This Plan meets the safe harbor requirements to be exempt from the Retirement Equity Act (REA.)

- a.  Yes - all assets in the Plan are exempt from the REA requirements.
- b.  No - all assets in the Plan are subject to the REA requirements. The default form of payment will be a Qualified Joint and 50% Survivor Annuity (not less than 50% and not more than 100%).
- c.  No - certain assets in the Transfer Account are subject to the REA requirements. The default form of payment for those Transfer Account assets that are subject to the REA requirements will be a Qualified Joint and \_\_\_\_\_% Survivor Annuity (not less than 50% and not more than 100%).

#### 5. Time of Payment

Distributions after Severance from Employment for reasons other than death will commence (Section 7.02):

- a.  Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Severance from Employment
- b.  End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable
- c.  Normal Retirement Age.
- d.  Other (e.g., as soon as administratively feasible following the next Valuation Date): \_\_\_\_\_

*NOTE: Any entry in F.5d must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.*

#### 6. Form of Payment - Severance from Employment

- a. Medium of distribution from the Plan:
  - i.  Cash only
  - ii.  Cash or in-kind
  - iii.  Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: \_\_\_\_\_
- b. Distributions from the Plan after Severance from Employment for reasons other than death may be made in the following forms (select all that apply):
  - i.  Lump sum
  - ii.  Substantially equal installments
  - iii.  Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
  - iv.  Other (e.g., Periodic Payment that are set at least quarterly): any form of payment required or permitted under the applicable funding vehicle

*NOTE: F.6b.iii and any entry in F.6b.iv must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.*

- c. Participants may take distributions in the form of an annuity:
  - i.  Yes - entire account
  - ii.  Yes - entire account except single life annuities will not be allowed
  - iii.  Yes - the following conditions and/or limitations will apply: \_\_\_\_\_
  - iv.  No

*NOTE: If F.6c.i, F.6c.ii, F.6c.iii is selected, a Participant may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Participant. The terms of such annuity contract will comply with the provisions of this Plan and any annuity contract will be nontransferable.*

*NOTE: F.6c.iii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)*

*NOTE: If the Plan is exempt from the REA requirements, the Plan cannot offer a single life annuity as an optional form of benefit. If the Plan is exempt from the REA requirements, the distribution used to purchase a single life annuity will be subject to the REA requirements.*

**Payments on Death**

**7. Payment upon Participant's Death**

Distributions on account of the death of the Participant will be made in accordance with the following:

- a.  Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.05(b) and 7.05(d) only
- b.  Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c.  Allow extended payments for all Beneficiaries in accordance with Sections 7.05(b) and 7.05(d)
- d.  Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.05(b) and 7.05(d) and allow extended payments in accordance with Sections 7.05(b) and 7.05(d) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e.  Other: \_\_\_\_\_

*NOTE: Any entry in F.7e must comply with Code section 401(a)(9), Section 7.05 and other requirements of Article 7.*

**8. Form of Payment**

**a. Medium of distribution from the Plan:**

- i.  Cash only
- ii.  Cash or in-kind
- iii.  Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: \_\_\_\_\_

**b. Distributions from the Plan may be made in the following forms (select all that apply):**

- i.  Lump sum
- ii.  Substantially equal installments
- iii.  Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
- iv.  Other (e.g., Periodic Payment that are set at least quarterly): \_\_\_\_\_

*NOTE: F.8b.iii and any entry in F.8b.iv must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.*

**c. Beneficiaries may take distributions in the form of an annuity.**

- i.  Yes - the entire Account
- ii.  Yes - the following conditions and/or limitations will apply: \_\_\_\_\_
- iii.  No

*NOTE: If F.8c.i or F.8c.ii is selected, a Beneficiary may elect to have the Plan Administrator apply his Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Beneficiary. The terms of such annuity contract will comply with the provisions of this Plan (including Section 7.05) and any annuity contract will be nontransferable.*

*NOTE: F.8c.ii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)*

**9. Beneficiaries**

**a. Death benefits when there is no designated Beneficiary:**

- i.  Standard according to Section 7.04(c)
- ii.  Other (e.g., Spouse first, if no surviving Spouse then Participant's estate): \_\_\_\_\_

**b.  Revocation. A Beneficiary designation to a spouse will be automatically revoked upon the following circumstances (e.g., divorce): upon divorce, unless the Participant subsequently designates the former spouse as a beneficiary**

**c.  For purposes of determining a Participant's spouse, the one-year rule in Code section 417(d), Treas. Reg. section 1.401(a)-20 applies.**

*NOTE: If F.9a.ii (Other) is selected, death benefits when there is no designated beneficiary will be provided pursuant to F.9a.ii. The death benefits described must be definitely determinable and may not be specified in a manner that is subject to discretion.*

*NOTE: If revocation is selected (F.9b) you may use this item to indicate automatic revocation upon divorce.*

**Cash Out**

**10. Cash Out**

- a.  Involuntary cash-out amount for purposes of Section 7.03: \$5,000
- b. Minimum Account balance for Qualified Joint and Survivor Annuity consent requirements: \$5,000
- c. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in F.10a is deferred under Section 7.03(b) until:
  - i.  Later of age 62 or Normal Retirement Age - payment made in a lump sum only
  - ii.  Required Beginning Date - Participant may elect payment in a lump sum or installments
  - iii.  Required Beginning Date - payment made in a lump sum only
  - iv.  Other (e.g., Required Beginning Date made in a direct rollover to an IRA): \_\_\_\_\_

## F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

- d.  Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's vested Account balance for purposes of F.10a and F.10b

*NOTE: F.10a and F.10b have a \$5,000 maximum; \$5,000 will be entered unless otherwise specified.*

*NOTE: If F.10a is not selected and F.10b is zero, F.10d does not apply.*

*NOTE: F.10b only applies to Accounts subject to the survivor annuity requirements of Section 7.09.*

*NOTE: Any entry in F.10c.iv must comply with Code section 411(a)(11), Section 7.03 and other requirements of Article 7.*

## G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

*NOTE: See Section 8.06 for limits on in-service distributions.*

*NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.*

*NOTE: Safe harbor contributions will be distributable when the Qualified Non-Elective Account is distributable unless otherwise limited by the Code, Treasury Regulations, or Adoption Agreement.*

### Vesting Status

#### 1. Vesting Status for In-service Withdrawals

Select one:

In-service withdrawals otherwise permitted under Section G are allowed from Accounts that are partially vested

An Account must be fully vested for a Participant to receive an in-service withdrawal

*NOTE: The response to G.1 will be ignored if the Plan does not allow in-service withdrawals.*

*NOTE: Withdrawals under G.2-11 are only permitted from the portion of a Participant's Accounts described in G.1 unless otherwise specified in G.12.*

### Hardship

#### 2. Hardship

*NOTE: Safe Harbor Contributions, Qualified Non-Elective Contributions, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account are not eligible for hardship withdrawals.*

Hardship withdrawals are allowed as follows:

- a.  Hardship withdrawals are permitted.

*NOTE: G.2b through G.2g is only applicable if G.2a is checked.*

- b. Hardship withdrawals are permitted from the following accounts:

- i.  All Accounts. A Participant may receive a distribution on account of hardship from all accounts eligible for hardship withdrawal under the Code and associated Federal Regulations.

- ii.  Selected Accounts

1.  Elective Deferral Account
2.  Voluntary Contribution Account
3.  Mandatory After-Tax Contribution Account
4.  Mandatory Pre-Tax Contribution Account
5.  Matching Contribution Account
6.  Non-Elective Contribution Account
7.  Rollover Contribution Account
8.  Transfer Account
9.  Other: (e.g., Merged Assets) \_\_\_\_\_

*NOTE: The "Other" accounts specified above (G.2b.ii9) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

- c.  The Plan will use the safe harbor criteria set forth in Section 8.01(b) in determining whether a Participant is entitled to receive a hardship withdrawal:

- i.  All Accounts.

- ii.  Selected Accounts

1.  Elective Deferral Account
2.  Voluntary Contribution Account

**G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS**

- 3.  Mandatory After-Tax Contribution Account
- 4.  Mandatory Pre-Tax Contribution Account
- 5.  Matching Contribution Account
- 6.  Non-Elective Contribution Account
- 7.  Rollover Contribution Account
- 8.  Transfer Account
- 9.  Other: (e.g., Merged Assets) \_\_\_\_\_

*NOTE: The "Other" accounts specified above (G.2c.ii.9) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

- d.  The Plan will use the more flexible criteria set forth in Section 8.01(c) in determining whether a Participant is entitled to receive a hardship withdrawal:

- i.  All Accounts.
- ii.  Selected Accounts
  - 1.  Elective Deferral Account
  - 2.  Voluntary Contribution Account
  - 3.  Mandatory After-Tax Contribution Account
  - 4.  Mandatory Pre-Tax Contribution Account
  - 5.  Matching Contribution Account
  - 6.  Non-Elective Contribution Account
  - 7.  Rollover Contribution Account
  - 8.  Transfer Account
  - 9.  Other: (e.g., Merged Assets) \_\_\_\_\_

*NOTE: The "Other" accounts specified above (G.2d.ii.9) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

- e.  Expand the hardship criteria to include the Beneficiary of the Participant
- f. If a Participant may receive a Hardship withdrawal from his Elective Deferral Account, permit hardship withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:

- i.  Yes
- ii.  Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- iii.  No

- g.  Other limitations on Hardship withdrawals (e.g., one Hardship withdrawal per Plan Year): \_\_\_\_\_

*NOTE: If G.2d is selected, the requirements of Section 8.01(b)(2) will not apply, the amount of the hardship withdrawal may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance will apply.*

*NOTE: G.2f only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted) and hardship withdrawals are permitted from the Elective Deferral Account.*

*NOTE: Any limitations in G.2g (such as limits on the number of withdrawals per year or minimum amount of distributions) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. Minimum amount of hardship withdrawals may not exceed \$1,000.*

**3. Normal/Early Retirement**

- a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts:

- i.  None
- ii.  All Accounts
- iii.  Selected Accounts

- b. If Selected Accounts is selected, Normal Retirement Age withdrawals may be made from the following Accounts:

- i.  Elective Deferral Account
- ii.  Voluntary Contribution Account
- iii.  Mandatory After-Tax Contribution Account
- iv.  Mandatory Pre-Tax Contribution Account
- v.  Matching Contribution Account
- vi.  Non-Elective Contribution Account
- vii.  Qualified Non-Elective Contribution Account
- viii.  Rollover Contribution Account
- ix.  Transfer Account

## G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

x.  Other: (e.g., Merged Assets) \_\_\_\_\_

*NOTE: The "Other" accounts specified above (G.3b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

c. Allow in-service distributions after attainment of Early Retirement Age (Section 7.01(a)) from the following Accounts:

i.  None

ii.  All Accounts

iii.  Selected Accounts

d. If Selected Accounts is selected, Early Retirement Age withdrawals may be made from the following Accounts:

i.  Elective Deferral Account

ii.  Voluntary Contribution Account

iii.  Mandatory After-Tax Contribution Account

iv.  Mandatory Pre-Tax Contribution Account

v.  Matching Contribution Account

vi.  Non-Elective Contribution Account

vii.  Qualified Non-Elective Contribution Account

viii.  Rollover Contribution Account

ix.  Transfer Account

x.  Other: (e.g., Merged Assets) \_\_\_\_\_

*NOTE: The "Other" accounts specified above (G.3d.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

*NOTE: If the Normal Retirement Age and/or Early Retirement Age is less than age 59-1/2 and in-service is selected, Elective Deferrals, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2.*

### 4. Specified Age and Service

a. In-service withdrawals are allowed on attainment of age \_\_\_\_\_ and \_\_\_\_\_ service:

i.  None

ii.  All Accounts

iii.  Selected Accounts

b. If Selected Accounts is selected, specified age and service withdrawals may be made from the following Accounts:

i.  Elective Deferral Account

ii.  Voluntary Contribution Account

iii.  Mandatory After-Tax Contribution Account

iv.  Mandatory Pre-Tax Contribution Account

v.  Matching Contribution Account

vi.  Non-Elective Contribution Account

vii.  Qualified Non-Elective Contribution Account

viii.  Rollover Contribution Account

ix.  Transfer Account

x.  Other: (e.g., Merged Assets) \_\_\_\_\_

*NOTE: The "Other" accounts specified above (G.4b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

c. If a Participant may receive a withdrawal upon the attainment of a specified age and service from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:

i.  Yes

ii.  Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)

iii.  No

*NOTE: If G.4a is less than age 59-1/2, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions, the portion of any Account that has been used to satisfy the ACP safe harbor requirements, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2 and completes required service; but only to the extent withdrawals are permitted from such Accounts pursuant to G.4a and G.4b.*

*NOTE: G.4b only applies if G.4a.iii is selected.*

*NOTE: G.4c only applies if A.7b is "Yes" (Roth Elective Deferrals are permitted,) and G.4a.ii or G.4a.iii and G.4b.i is selected.*

### 5. Specified Age

## G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

- a. In-service withdrawals are allowed on attainment of age 59.5:
- i.  None
  - ii.  All Accounts
  - iii.  Selected Accounts
- b. If Selected Accounts is selected, specified age withdrawals may be made from the following Accounts:
- i.  Elective Deferral Account
  - ii.  Voluntary Contribution Account
  - iii.  Mandatory After-Tax Contribution Account
  - iv.  Mandatory Pre-Tax Contribution Account
  - v.  Matching Contribution Account
  - vi.  Non-Elective Contribution Account
  - vii.  Qualified Non-Elective Contribution Account
  - viii.  Rollover Contribution Account
  - ix.  Transfer Account
  - x.  Other: (e.g., Merged Assets) \_\_\_\_\_

*NOTE: The "Other" accounts specified above (G.5b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

- c. If a Participant may receive a withdrawal upon the attainment of a specified age from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
- i.  Yes
  - ii.  Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
  - iii.  No

*NOTE: If G.5a is less than age 59-1/2, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching, the portion of any Account that has been used to satisfy the ACP safe harbor requirements, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2; but only to the extent withdrawals are permitted from such Accounts pursuant to G.5a and G.5b.*

*NOTE: G.5b only applies if G.5a.iii is selected.*

*NOTE: G.5c only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted), and G.5a.ii or G.5a.iii and G.5b.i is selected.*

### Other Withdrawals

#### 6. Withdrawals After Period of Participation

- a.  Matching Contributions. In-service withdrawals are allowed from a Participant's Matching Contribution Account after \_\_\_\_\_ years of Participation
- b.  Non-Elective Contributions. In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account after \_\_\_\_\_ years of Participation

*NOTE: Withdrawals under G.6a are only permitted from the Matching Contribution Account to the extent such Account has not been used to satisfy the ACP safe harbor requirements, have not been treated as Qualified Matching Contributions, and is held in annuity contracts.*

*NOTE: Withdrawals under G.6b are only permitted from the Non-Elective Contribution Account to the extent such Account is held in annuity contracts.*

*NOTE: G.6a-b may not be less than five.*

#### 7. Withdrawals After Period of Accumulation

- a.  Matching Contributions. In-service withdrawals are allowed from a Participant's Matching Contribution Account on funds held for \_\_\_\_\_ years.
- b.  Non-Elective Contributions. In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account on funds held for \_\_\_\_\_ years.

*NOTE: Withdrawals under G.7a are only permitted from the Matching Contribution Account to the extent such Account has not been used to satisfy the ACP safe harbor requirements, have not been treated as Qualified Matching Contributions, is held in annuity contracts.*

*NOTE: Withdrawals under G.7b are only permitted from the Non-Elective Contribution Account to the extent such Account is held in annuity contracts.*

*NOTE: G.7a-b may not be less than two.*

#### 8. At Any Time

In-service withdrawals are allowed from the following Accounts at any time:

## G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

- a.  Voluntary Contribution Account
- b.  Mandatory After-Tax Contribution Account
- c.  Mandatory Pre-Tax Contribution Account
- d.  Rollover Contribution Account

### 9. Military Distributions

- a.  Qualified Reservist Distributions are permitted.
- b.  Deemed Severance Distributions are permitted.

### 10. Transfer Account

Distributions are permitted for a Participant who has attained age 62 and who has not separated from employment from the Transfer Account.

- a.  Yes - under any distribution option offered to a Participant who has incurred a Termination of Employment
- b.  Yes - limited to the following terms and conditions: \_\_\_\_\_

*NOTE: G.10 only applies if F.4 is selected (Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 401(a)(11) and 417).*

### 11. Disability

Allow distributions upon Disability.

*NOTE: If distribution upon Disability is selected, the following Accounts may not be distributed unless a severe disability equivalent to A.20a has occurred: (i) Elective Deferral Account, (ii) Qualified Non-Elective Contribution Account, (iii) Matching Contribution Account to the extent such Account has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) or to the extent such Account is treated as a Qualified Matching Contribution. A severe disability equivalent to A.20a is as follows: the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment will be supported by medical evidence.*

## Conditions/Limitations

### 12. Other Conditions/Limitations

The following limitations, conditions, and/or special rules apply to in-service withdrawals (e.g., Participant is limited to one in-service withdrawal per calendar quarter): In-service distributions, other than hardship distributions, may be made from Roth elective deferral contribution accounts only if a qualified distribution; Participants must obtain spousal consent for any in-service withdrawals, and in-service withdrawals are subject to the terms of the applicable funding vehicle(s)

*NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (G.1 through G.11). G.12 must be applied in a consistent and nondiscriminatory manner. For example, G.12 could be used to specify the number of withdrawals permitted in a specified time period. See Section 8.06.*

### 13. Form of Payment - In-Service Distribution other than Hardship Distributions

- a. Medium of distribution from the Plan:
  - i.  Cash only
  - ii.  Cash or in-kind
  - iii.  Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: \_\_\_\_\_
- b. Distributions from the Plan may be made in the following forms (select all that apply):
  - i.  Lump sum
  - ii.  Substantially equal installments
  - iii.  Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
  - iv.  Other (e.g., Periodic Payment that are set at least quarterly): \_\_\_\_\_

*NOTE: G.13b.iii and any entry in G.13b.iv must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.*

- c. Participants may take distributions in the form of an annuity.
  - i.  Yes - the entire Account
  - ii.  Yes - entire account except single life annuities will not be allowed
  - iii.  Yes - the following conditions and/or limitations will apply: subject to the terms of the applicable investment vehicle(s)
  - iv.  No

*NOTE: If G.13c.i or G.13c.iii is selected, a Participant may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Participant. The terms of such annuity contract will comply with the provisions of this Plan (including Section 7.05) and any annuity contract will be nontransferable.*

*NOTE: G.13c.iii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)*



## G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

**NOTE:** If G.13c.i or G.13c.iii is selected, and the Plan has elected to be exempt from the REA requirements, the annuity cannot be in the form of a single life annuity. If the participant in the Plan that has elected to be exempt from the REA requirements the distribution used to purchase the single life annuity will be subject to the REA requirements.

### Roth In-Plan Rollovers

#### 14. Roth In-Plan Rollovers

- a. If the Plan allows for Roth contributions, In-Plan Roth Rollovers are permitted:
- i.  No
  - ii.  Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal
  - iii.  Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the Plan
  - iv.  Yes - at any time

**NOTE:** In-Plan Roth Rollovers may only be permitted for eligible distributions that are also rollover distributions (as defined in Code section 402(c)(4) except they do not have to be eligible for distribution under the Code.)

- b.  In-Plan Roth Rollovers are permitted from partially vested Accounts
- c. Additional limitations will apply to In-Plan Roth Rollovers:
- i.  Yes, in-plan Roth rollovers are available to active Employees only and do not apply to loan accounts. (Describe the limitations and/or conditions.) (e.g., one In-Plan Roth Rollover per calendar quarter)
  - ii.  No.

**NOTE:** To prevent terminated Employees from taking an In-Plan Roth Rollover or to limit In-Plan Roth Rollovers to a nondiscriminatory class, choose "limitations and/or conditions apply" and describe the circumstances under which Participants can make an In-Plan Roth Rollover.

- d. Enter the effective date of the In-Plan Roth Rollovers: March 31, 2020 (must be after Sept. 27, 2010)
- e. In-Plan Roth Rollover Accounts will be distributable:
- i.  at any time
  - ii.  when the originating Account of the In-Plan Roth Rollover assets are distributable
  - iii.  Other: (e.g., upon attainment of age 59.5) \_\_\_\_\_

**NOTE:** G.14e.ii must be chosen if G.14a.iv is chosen.

**NOTE:** The distribution event specified above (G.14e.iii) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

### Loans

#### 15. Loans

- Loans are permitted

### Permissible Withdrawals

#### 16. Permissible Withdrawals

- Permissible withdrawals will be allowed, provided they are requested within \_\_\_\_\_ days after the date of the first contribution under an EACA

**NOTE:** The timeframe for requesting a permissible withdrawal must be at least 30 and no more than 90 days.

### Exchanges

#### 17. Exchanges

- Exchanges are permitted

### Transfers to Purchase Service Credit

#### 18. Transfers to Purchase Service Credit

- Transfers to Purchase Service Credit are permitted

## H. PLAN OPERATIONS

## Plan Operations

### 1. Permitted Investments

- a.  Annuity Contracts
- b.  Custodial Accounts

### 2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):
  - i.  All Accounts
  - ii.  Some Accounts
  - iii.  None
- b. If Some Accounts is selected, a Participant may self-direct the following Accounts:
  - i.  Elective Deferral Account
  - ii.  Voluntary Contribution Account
  - iii.  Mandatory After-Tax Contribution Account
  - iv.  Mandatory Pre-Tax Contribution Account
  - v.  Safe Harbor Contribution Account
  - vi.  Matching Contribution Account
  - vii.  Non-Elective Contribution Account
  - viii.  Qualified Non-Elective Contribution Account
  - ix.  Rollover Contribution Account
  - x.  Transfer Account
  - xi.  Other: (e.g., QMAC Contribution Account) \_\_\_\_\_

*NOTE: The other account specified above (H.2b.xi) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

- c.  Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to the following investments:
  - i.  All investments
  - ii.  Selected investments: \_\_\_\_\_
- e.  Code section 404(c) applies.

*NOTE: If H.2a.iii (None) is selected, H.2b through H.2e do not apply.*

*NOTE: H.2b only applies if H.2a.ii is selected.*

### 3. Valuation Date

Enter Valuation Date:

- a.  Last day of Plan Year
- b.  Last day of each Plan quarter
- c.  Last day of each month
- d.  Each business day
- e.  Other (e.g., first and fifteenth day of each month): \_\_\_\_\_ (Must be at least annually).

### 4. Plan Administration

- a. Designation of Plan Administrator:
  - i.  Plan Sponsor
  - ii.  Committee appointed by Plan Sponsor
  - iii.  Other (Complete name of designated Plan Administrator.) (e.g., TPA Service Provider Inc.): \_\_\_\_\_
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary:
  - i.  Plan Administrator and Investment Fiduciary adopt own procedures
  - ii.  Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:
  - i.  None - the Adopting Employer will not indemnify the Plan Administrator or the Investment Fiduciary
  - ii.  Standard according to Section 11.06
  - iii.  Provided pursuant to an outside agreement
- d.  The following modifications will be made to the duties of the applicable parties: \_\_\_\_\_

*NOTE: H.4d may be used to reallocate duties between the Plan Sponsor and the Plan Administrator. It may also be used to designate additional parties to perform specific Plan Administrator and/or Plan Sponsor duties.*

**I. MISCELLANEOUS**

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan will consist of this Adoption Agreement #001, its related Basic Plan Document #007 (ERISA 403(b)) and any related appendix or addendum specifically created in response to a question within the Adoption Agreement.

The Adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is tax-favored under Code section 403 only to the extent provided in Revenue Procedure 2013-22 and any superseding guidance. The Adopting Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. In order to have reliance in such circumstances or with respect to such tax-favored requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The volume submitter Practitioner will inform the Adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Volume Submitter Practitioner may be contacted at The Angell Pension Group may be contacted at 88 Boyd Ave., East Providence, RI 02914; 401-438-9250.

1. EXECUTION PAGE

I, the undersigned, hereby acknowledge the terms of the Adoption Agreement and Basic Plan Document and acknowledge receipt of same. By signing this document, I am certifying that I have read and understood the Adoption Agreement and Assurances to the Basic Plan Document. The parties to this agreement are: June 2024

CEL, INC. (ADOPTING EMPLOYER)

Signature: [Handwritten Signature]  
Name: SYDNEY LEBEAU  
Title: EXECUTIVE DIRECTOR, HR

The undersigned hereby certifies that the undersigned Adopting Employer shall become Participating Employer(s) that has adopted this Plan and its associated Adoption Agreement and Assurances to the Basic Plan Document. The undersigned hereby certifies that the undersigned Adopting Employer shall become Participating Employer(s) that has adopted this Plan and its associated Adoption Agreement and Assurances to the Basic Plan Document.

ACADEMIC INTERNSHIP COUNCIL, LLC (PARTICIPATING EMPLOYER)

Signature: \_\_\_\_\_

HIGH SCHOOL FOUNDATION, INC. (PARTICIPATING EMPLOYER)

Signature: \_\_\_\_\_

**ADMINISTRATIVE AND VENDOR APPENDIX**

**CIEE Retirement Plan**

An amendment is not required to make changes to this appendix. Use of this Addendum will not be considered a modification to the volume submitter document.

**Approved vendors that accept ongoing contributions from the Adopting Employer and the investment types offered.**

1. TIAA-CREF
  - Mutual Funds
  - Annuities

**Service Providers**

- a. TIAA-CREF will perform the following services for the plan: third party record keeping services as provided under the applicable contracts and/or service agreements
- b. The Angell Pension Group, Inc. will perform the following services for the plan: third party administration services as provided under the applicable contracts and/or service agreements

**Plan Sponsor**

The following administrative functions will be performed by the Plan Sponsor:

**all services not provided under the service agreements and contracts referenced above**

**CUSTOM LANGUAGE ADDENDUM**

C5: Contributions are limited to the maximum amount which will not violate Sections 403(b) and/or 415 of the Internal Revenue Code, and may be further limited due to required tax withholding.

Notwithstanding anything in the Plan to the contrary, a Participant's account under the Plan will not be forfeited on account of "lost Participant" status. The availability and timing of lump sums and other forms of distribution are subject to the terms of the applicable funding vehicle.

**QNEC FORFEITURE ADDENDUM**

**A. AMENDED PROVISIONS:**

**1. The Plan's Basic Plan Document Article 6 is amended as follows:**

(a) Section 6.03(d) is replaced in its entirety as follows:

Disposition of Forfeitures. Amounts forfeited from a Participant's Account shall be used to restore forfeitures or reduce Company contributions (or reallocate as Company contributions) made pursuant to Article 4, or to pay reasonable Plan expenses unless otherwise limited in the Adoption Agreement. Forfeitures cannot be used as Elective Deferrals. Any such disposition of forfeitures from a Participant's Account shall be made no later than the end of the Plan Year following the Plan Year during which the forfeiture occurred.

**HARDSHIP DISTRIBUTION ADDENDUM**

This Addendum is intended as a good faith effort to comply with the requirements of the hardship distribution final regulations and is to be construed in accordance with same. Both the Addendum and the provisions of the hardship distribution final regulations will supersede any inconsistent Plan provisions.

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Safe Harbor Contributions/QNECs/QMACs

*Effective on the first day of the first plan year after December 31, 2018, if available under the Plan, Qualified Non-Elective Contributions (QNECs), Qualified Matching Contributions (QMACs) or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), not held in a Custodial Account will be available for hardship distributions.*

- Effective \_\_\_\_\_, hardship distributions are permitted from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), if available under the Plan and not held in a Custodial Account.
- Hardship distributions continue to be prohibited from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12).

2. Amount Necessary to Satisfy Need Requirement

*Effective on the first day of the first plan year after December 31, 2018, a hardship distribution will be considered necessary to satisfy an immediate and heavy financial need of the Participant only if:*

- *The distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);*
- *The Participant has obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer; and*
- *Effective for distributions made on or after January 01, 2020, the Participant has represented (in writing or by an electronic medium) that he has insufficient cash or other liquid assets to satisfy the financial need.*

- Effective \_\_\_\_\_, a distribution will be determined to satisfy an immediate and heavy financial need only if the three criteria listed above are met.
- The following provisions will be used for complying with the amount necessary to satisfy need requirement: \_\_\_\_\_

3. Six-Month Suspension

*If the Safe Harbor criteria are used for hardship distributions, effective on the first day of the first plan year after December 31, 2018, the six-month suspension period for Elective Deferrals (and after-tax contributions) will no longer be a condition for obtaining a hardship distribution, even if the hardship distribution was made in the prior plan year.*

- Effective \_\_\_\_\_, the Plan will not initiate a six-month suspension period on Elective Deferrals (and after-tax contributions) following a hardship distribution (cannot be later than January 01, 2020).
- The Plan will discontinue any remaining portion of the suspension period for hardship distributions made prior to the entered effective date.
- The Plan will continue any remaining portion of the full six-month suspension period for hardship distributions made prior to the entered effective date.



4. Loan Requirement

*If the Safe Harbor criteria are used for hardship distributions, effective on the first day of the first plan year after December 31, 2018, Participants are not required to take all nontaxable loans under all plans maintained by the Employer prior to applying for a hardship distribution.*

- Effective \_\_\_\_\_, Participants are not required to take all available nontaxable loans before applying for a hardship distribution.
- Participants must continue to take all nontaxable loans under all plans maintained by the Employer before applying for a hardship distribution.

5. Safe Harbor Financial Needs

*If the Safe Harbor criteria are used for hardship distributions, the following immediate and heavy financial needs are considered as safe harbor criteria for hardship distributions made on or after January 01, 2018:*

- *Expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income).*
- *Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Employee'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.*

- Effective \_\_\_\_\_, the immediate and heavy financial needs listed above are considered as safe harbor criteria for hardship distributions.
- The immediate and heavy financial needs listed above are not considered as safe harbor criteria for hardship distributions.

APPENDIX EXEMPTION PAGE

The undersigned hereby certifies that the contents of the foregoing schedule to the Plan and acknowledgment receipt of same. The schedule is executed  
on 12/15/2020 at San Francisco, CA

CEO, INC.



STEPHANIE LIBEAU

EXECUTIVE DIRECTOR, INC

**PLEASE NOTE THIS ADOPTION AGREEMENT HAS TWO  
SIGNATURE PAGES**

**CH2E, INC.  
FORMAL RECORD OF ACTION**

Not following is a formal record of action taken by the governing body of CH2E, Inc. (the "Company").


With respect to the amendment and restatement of the CH2E Retirement Plan (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be amended and restated effective March 31, 2020, in the form attached hereto, which Plan is hereby adopted and approved.

**RESOLVED FURTHER:** That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company.

**RESOLVED FURTHER:** That the officers of the Company be, and they hereby are, authorized and directed to take all such steps and execute and deliver such documents as they may deem necessary, appropriate or convenient to carry out the foregoing resolutions, including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Witness my hand and seal this 10th day of March, 2020.

  
**STEPHEN LEBJAN**  
**Executive Director, HR**

## **LOAN PROCEDURES**

### **CIEE RETIREMENT PLAN**

This document contains important information about the procedures for obtaining a loan from the Plan. The following rules shall apply to the loan program:

**Procedure for Applying for a Loan** If you are an active Participant in the CIEE Retirement Plan, you may apply for a loan from the Plan. You must apply for a loan by the following method: by making a written or electronic application. All loan applications will be reviewed on a uniform and nondiscriminatory basis and your loan will be approved if the Plan Administrator determines you have the ability to repay the loan, the loan is adequately secured and the loan meets the other requirements set out below.

**Administration of the Plan Loan Program** The Plan loan program is administered by the Plan Administrator.

**Promissory Note** If your loan is approved, you will be required to sign a promissory note.

**Type and Amount of Loan** The Plan does not restrict the purposes for which loans may be made. However, the Plan does set maximum and minimum limits on the amount of a loan.

**Maximum Amount of Loan** A loan cannot be greater than 50% of the vested account balance under the Plan. Additionally, the loan cannot exceed \$50,000 minus the difference between the highest outstanding balance of loans in the past 12 months and the outstanding balance of loans from the Plan on the date the loan is made.

**Roth Contribution Account** The Plan Administrator will determine whether you may receive a loan from your Roth Contribution Account. If the Plan Administrator allows loans from your Roth Contribution Account, the Plan Administrator may specify an ordering rule for loans. The ordering rule will determine whether loans will be made first or last from your Roth Contribution Account or in any combination of your Roth Contribution Account and any other Account.

**Repayment** Loans must be repaid over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as your principal residence. The maximum loan term for a principal residence loan is ten years.

If you go on a leave of absence you may be able to suspend loan repayments. Please contact the Plan Administrator to determine whether your leave of absence qualifies. You must repay a loan in accordance with the repayment schedule or you may make a full or partial prepayment. Loan repayments shall be made each pay period. You may not refinance your loan. Upon termination of employment, you may continue to make the scheduled loan repayments by check or other method prescribed by the Plan Administrator. Payments must be received by the Plan Administrator on a timely basis.

**Maximum Number of Loans** The maximum number of loans outstanding at any one time is 1.

**Minimum Loan Amount** The minimum loan amount is \$1000.

**Interest Rate** According to U.S. Department of Labor Regulations, the interest rate for a participant loan from a retirement plan must be comparable to the current interest rates charged by financial institutions for similar loans. The interest that will apply on your loan will be a variable rate as required by the applicable funding vehicle or such other commercially reasonable rate determined by the Plan Administrator or the applicable funding vehicle

per year. However, you may qualify for a lower interest rate if you are on active duty in the military. If you are on active duty, please contact the Plan Administrator to determine whether you qualify for the lower interest rate.

**Collateral** Your vested account balance under the Plan will serve as collateral for the loan. However, a maximum of 50% of your vested account balance may be used as collateral.

**Spousal Consent** If you are married, you must obtain the consent of your spouse before obtaining a loan from the Plan. The spousal consent form can be found on the Promissory Note.

**Form of Repayment** Payments will be made by check or other method prescribed by the Plan Administrator.

**Default** Your loan will be in default if a scheduled payment is not made by the end of the "cure period." The "cure period" is the repayment period allowed by the Plan Administrator which will not extend beyond the last day of the calendar quarter following the calendar quarter during which the last scheduled installment payment was due and not paid. Upon default, the entire balance of the loan will be immediately due and the entire balance will be treated as a taxable distribution to you. Interest on the loan, however, will continue to accrue until you have a distributable event for purposes of determining any future loan availability. In addition, your vested account balance may be reduced by the amount of the outstanding principal and interest on the loan. In other cases, this offset will not occur until you are entitled to receive benefits (for example, upon your termination of employment).

**Coordination with Qualified Domestic Relations Orders ("QDROs")** No loan will be approved if the Plan Administrator is reviewing a domestic relations order that may affect your benefit under the Plan.

**Special Rules for Military Leave** If you are called into or volunteer for military service, special provisions may apply. You may request a loan suspension during your leave and choose from the following repayment methods upon your return to employment: (a) re-amortize the remaining loan balance; (b) repay all suspended loan payments at the end of your leave; or (c) continue payments under the prior rate and make a balloon payment at the end of the term. If you refinance the loan, you may extend the repayment period to the date that includes the latest date the loan repayment period could have been scheduled for (if the original term was less than five years) plus the period during which the loan was suspended. (See the note above regarding interest rates.)

**Additional Information** The availability and terms of Plan loans are subject to the terms of the applicable funding vehicle..

To fully understand the potential tax consequences in the event of a loan default, you are encouraged to seek professional tax advice before requesting a loan.

**CIEE RETIREMENT PLAN**

**SUMMARY PLAN DESCRIPTION**

2020

CIEE RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

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## **INTRODUCTION**

Your Employer, CIEE, Inc. (the Employer), has established this 403(b) retirement plan, CIEE Retirement Plan (the Plan) to assist you and other Employees in saving for retirement. The Plan is governed by the Plan document, which is a complex legal contract that contains all of the provisions required by the Internal Revenue Service (IRS) that the Employer must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Employer also has the right to modify certain Plan features from time to time. When these changes occur, you will be notified about any changes that affect your rights under the Plan.

This document is a Summary Plan Description (SPD). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the SPD, you should contact your Employer via the methods outlined in this SPD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the SPD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the SPD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective 01/01/1961. This SPD describes the Plan as restated effective 03/31/2020. This SPD supersedes all previous SPDs.

## **ELIGIBILITY FOR PARTICIPATION**

The Plan document has been amended and/or restated into a new Plan document. If you were eligible to participate in the prior Plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

### **Am I eligible to make Elective Deferrals and Roth Elective Deferrals?**

Once you meet the eligibility requirements below, you will be eligible to make Elective Deferrals unless you fall into one of the following categories.

- You are a non-resident alien with no U.S. sourced income.

### **What eligibility requirements do I have to meet to make Elective Deferrals?**

You will be eligible to make Elective Deferrals immediately upon your hire date.

### **Am I eligible to receive Non-Elective Contributions?**

Once you meet the eligibility requirements below, you will be eligible to receive Non-Elective Contributions unless you fall into one of the following categories.

- You are an employee covered by a collective bargaining agreement where retirement benefits were the subject of good faith bargaining.
- You are a non-resident alien with no U.S. sourced income.

### **What eligibility requirements do I have to meet to receive Non-Elective Contributions?**

You will be eligible to receive Non-Elective Contributions on the first day of the calendar month next

following the day you meet the following requirements.

- You complete two years of service where a year of service is 1,000 hours of service in a 12 month period. You will not earn a Year of Service until the end of the 12 month period.

### **How is my service measured?**

A Year of Eligibility Service will be a 12 month period where you work 1,000 hours. The 12 month period will start on your first day of employment and will end on the day before the anniversary of your date of employment. Each subsequent 12 month period will start on the anniversary of your date of employment.

Your years of service with the following employers other than your Employer will be counted for eligibility purposes: Credit service for eligibility and allocation purposes any service performed with a teaching institution or an institution of higher education. In addition, past service is credited with CIEE, Inc., EIN 51-0414702, The Academic Internship Council, LLC, High School Foundation, Inc., and CIEE, Inc. EIN 13-4038907 (formerly known as Council, International Study Programs, Inc.).

### **When can I re-enter the Plan if I terminate employment with the Employer and am later rehired?**

You will always immediately re-enter the Plan upon rehire provided you had met the eligibility requirements and passed an entry date before you terminated employment.

## **CONTRIBUTIONS - EMPLOYEE**

### **Does the Plan allow me to make Elective Deferrals?**

Yes. Provided you have met the eligibility requirements and passed the entry date as specified in the section titled "Eligibility for Participation" you may contribute Elective Deferrals to the Plan.

### **Do I pay taxes on any Elective Deferrals I make?**

You will have the option to have the Elective Deferrals you make taken out of your pay either before or after taxes are withheld. For those Elective Deferrals you choose to have taken out pre-tax, you will generally pay taxes on this amount when you take it out of the Plan.

For those Elective Deferrals you choose to have taken out after-tax (Roth Elective Deferrals), you will pay taxes on this amount when you contribute them to the Plan. However, provided the distribution is "qualified" the earnings on these amounts will not be taxed when they are removed from the Plan. A Roth Elective Deferral distribution is qualified when (1) it has been at least 5 years since the first Roth Elective Deferrals were contributed to the Plan and (2) you are at least 59 1/2 year of age, become disabled, or have died. Roth Contributions are made in the same manner as pre-tax Elective Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal 403(b) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may designate all of your Elective Deferrals as pre-tax contributions.

### **How do I make or change the amount of the Elective Deferrals being withheld?**

You may make or change your deferral election by: written, VRU, or electronic election

### **Once I make a deferral election, how often can I change, stop, or re-start the election?**

You may change or re-start your deferral election once each pay period. You may stop your deferrals at any time.

### **What are the limits on Elective Deferrals?**

Your Elective Deferrals are subject to the following limits:

- Federal law limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals (including both other 403(b) and 401(k) plans). You are limited to contributing \$19,500 (for 2020) during any calendar year.
- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$6,500 (for 2020).
- The maximum amount you can defer is 100% of your compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

## **CONTRIBUTIONS - EMPLOYER**

### **Will the Employer make Non-Elective contributions to the Plan?**

The Employer may make a Non-Elective Contributions to the Plan. Whether or not the Non-Elective Contributions will be made and the amount of the Non-Elective Contributions will be determined by the Plan Administrator each year in their sole discretion.

### **What portion of the Non-Elective Contributions will I receive?**

If you meet the requirements to receive Non-Elective Contributions, your portion of the Non-Elective Contribution will be determined using the following formula: A Year of Service for allocation purposes is a 12-month period measured from your date of hire, and anniversaries of that date, in which you are credited with at least 1,000 Hours of Service. Participants on paid leave of absence are excluded from contributions while on paid leave of absence. Employer nonelective contributions may be allocated as discretionary percentages of Compensation which will be tiered based on years of service.

### **Can the Employer make Qualified Non-Elective Contributions?**

Yes. The Employer has the discretion to make a Qualified Non-Elective Contributions. The Plan Administrator will determine each Plan Year if this contribution will be made, how much it will be and which Participants are eligible to receive the Qualified Non-Elective Contributions. If you are eligible to receive this contribution you will receive a pro rata portion of the allocation based on your Compensation. This means that all eligible Participants will get an equal share of the Qualified Non-Elective Contributions as a percentage of their Compensation.

### **Can the Employer make any other type of contributions to the Plan?**

Yes. The Employer may have the discretion to reallocate any forfeitures and to make other contributions as necessary to comply with the IRS' non-discrimination requirements.

### **What are the limits on total contributions?**

Your total contributions are subject to the following limits:

- The total amount that may be contributed to the Plan on your behalf in any year may not exceed the lesser of 100% of your compensation or \$57,000 (for 2020).

### **Can I move money I have in another retirement plan to this Plan?**

Yes. If you are an active Participant in the Plan you can rollover the money you have in other plans into the Plan. While the Plan Administrator may establish procedures that relate to the requirements for Rollover Contributions, in general rollovers will be accepted from any plan that is eligible to be rolled into the Plan. While there are exceptions this generally includes rollovers from a qualified retirement plan (i.e., 401(k),

defined benefit), another 403(b) plan, a governmental 457(b) plan and pre-tax assets held in a traditional IRA.

**Will I receive contributions when I am not working at the Employer due to my performing qualified military service?**

If you are re-employed by the Employer after performing qualified military service you may be able to make up missed employee contributions and to receive make-up employer contributions. Additionally, if you meet all of the requirements the time you spend on qualified military service may count as Years of Service under the Plan. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

**What happens if I die or become disabled while performing qualified military service?**

If you die or become disabled while performing qualified military service the Employer will treat you as if you returned to work on the day before you died and then terminated on the date of death or disability when determining any of your benefits under the plan except for contributions.

**VESTING**

**Do I need to work a certain amount of time to keep my Elective Deferrals and Non-Elective Contributions?**

No. You will always be immediately 100% vested in your Elective Deferrals and Non-Elective Contributions.

**How is my service with the Employer measured to earn a Year of Vesting Service?**

You will earn a year of vesting service when you have worked 1,000 hours in a Plan Year. You will generally earn an Hour of Service for each hour you are paid for the performance of duties for the Employer but there are exceptions that may apply.

**DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE**

**Can I take a distribution of my account balance after my employment terminates?**

Yes. You can take a distribution of your account balance immediately after your employment terminates.

**What form can my distribution after termination from service be taken in?**

You can take your distribution after termination from service as a cash distribution.

Your distribution can be taken in a lump sum distribution, as installment payments, as a continuous right of withdrawal, as any form of payment required or permitted under the applicable funding vehicle and as an annuity payment.

**How soon after my death does my Beneficiary have to take distributions?**

Your Beneficiary must take distributions as required by the IRS.

**What form can the distributions after my death be taken in?**

Your beneficiaries can take distributions as a cash distribution.

Your beneficiary's distribution can be taken in a lump sum distribution and as installment payments.

**Who gets my assets in the Plan if I don't designate a beneficiary?**

If you die without designating a beneficiary, your Account will be payable to your spouse, or if you do not have a spouse, to your estate.

**If I designate a beneficiary will that designation ever expire?**

Yes. Your beneficiary designation will expire: upon divorce, unless the Participant subsequently designates the former spouse as a beneficiary.

**Can the Employer ever force me to take a distribution from the Plan?**

Yes. If your account balance after you stop working for the Employer is less than \$5,000 and you do not submit a distribution form telling the Plan Administrator how you would like your balance distributed, the Plan Administrator will force a distribution from the Plan. If the total amount of the distribution is less than \$1,000 the Plan Administrator may send the distribution directly to you. If the total amount of the distribution is equal to or greater than \$1,000 but less than \$5,000, the Plan Administrator must roll the balance over to an IRA established in your name. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the Plan Administrator.

Your rollover account balance (if any) will be included when determining if your account balance will be forced out.

The Plan Administrator will force a distribution of your account balance when you reach your Required Beginning Date (see below for what your Required Beginning Date is).

**Is there ever a time when I have to take a distribution from the Plan?**

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan. These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed. Your Required Beginning Date is when you actually retire or age 70 1/2, whichever is later.

**Do I have to get my spouse's consent to take a distribution from the Plan?**

Yes. If you have a spouse they must consent to all distributions above \$5,000 you request from the Plan that are not taken in the form of a Qualified Joint and Survivor Annuity with the survivor annuity being at least 50%.

**DISTRIBUTIONS - IN-SERVICE****Can I take a distribution of my account balance if I am still working when I reach normal retirement age?**

Yes. You can take a distribution of the following fully vested account balances when you reach normal retirement age (age 65) while you are still working:

- Elective Deferrals
- Roth Elective Deferrals but only if the distribution is qualified

**Can I take a distribution of my account balance when I reach age 59.5?**

Yes. You can take a distribution of the following fully vested accounts when you reach age 59.5:

- Elective Deferrals
- Roth Elective Deferrals but only if the distribution is qualified

**Can I take a distribution of my account balance while still working at any time?**

Yes. You can take a distribution of your Rollover Contribution account balances at any time.

**Can I take a distribution of my account balance while still working if I become disabled (as defined in the Plan)?**

Yes. You can take a distribution of your fully vested account balances if you become disabled (as defined in the Plan).

**Can I take a distribution of my Elective Deferrals while still working if I am called to active duty?**

Yes. You can take a distribution of your Elective Deferrals while still working if you are called to active military duty for at least 30 days. However, if you are not called to active duty for at least 180 days, you will not be able to have Elective Deferrals withheld from your pay for 6 months from the date of the distribution.

**Can I take a distribution of my account balance while still working if I incur a hardship?**

Yes. You can take a hardship distribution of the following fully vested account balances while still working if you incur a hardship:

- Elective Deferrals, excluding post-1988 earnings
- Roth Elective Deferrals

**Are there requirements I must meet to take a hardship distribution?**

Yes. In order to receive a hardship distribution from your accounts eligible for hardship withdrawal you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by the Plan Administrator. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children, or dependents;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents;
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction; or
- expenses incurred on account of a federally declared disaster.

Effective 01/01/2019, in order to have the hardship satisfy an immediate and heavy financial need, the following must be true:

- You have obtained all distributions, other than hardship distributions, under all plans maintained by the Employer.
- The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- You have represented in writing or by an electronic medium that you have insufficient cash or other liquid assets to satisfy the financial need.

Effective 01/01/2019, there will no longer be a 6-month suspension period for your Elective Deferrals, if



applicable, after the receipt of the hardship distribution. In addition, any remaining portion of the 6-month suspension period for a prior hardship distribution will be discontinued on that date.

**Can I take my pre-tax assets in the Plan and convert them to Roth assets (In-Plan Roth Rollover)?**

Yes. You can convert your fully vested pre-tax assets in the Plan to Roth assets at any time.

In-Plan Roth Rollovers will be subject to the following limitations: in-plan Roth rollovers are available to active Employees only and do not apply to loan accounts.

**When can I take a distribution of my In-Plan Roth Rollover account balances?**

You can take a distribution of your In-Plan Roth Rollover account balances when the account balances they came from are eligible for distribution. For example, if you completed an In-Plan Roth Rollover of your Non-Elective Contribution account balance those assets could be taken out of the Plan when normal Non-Elective Contributions can be taken out of the Plan.

**Are there any further limitations or conditions for when I can take a distribution from the Plan while still employed?**

Yes. The following limitations and conditions apply to in-service distributions: In-service distributions, other than hardship distributions, may be made from Roth elective deferral contribution accounts only if a qualified distribution; Participants must obtain spousal consent for any in-service withdrawals, and in-service withdrawals are subject to the terms of the applicable funding vehicle(s).

**What form can my in-service distribution be taken in?**

You can take your in-service distribution as a cash distribution.

Your in-service distribution can be taken in a lump sum distribution, as installment payments and as a continuous right of withdrawal.

**LOANS**

**Am I eligible to take a loan from the Plan?**

Yes. If you are an active employee you may apply for a loan from the Plan. Loans will only be made to persons who the Plan Administrator determines have the ability to repay the loan.

**How many loans can I have outstanding at any one time?**

The maximum number of loans you can have outstanding at any one time is 1. This number will include any previous loans you may have taken that were not paid back in full.

**Is there a minimum amount that I must take out as a loan?**

Yes. The minimum loan amount is \$1,000.

**Is there a maximum amount that I can take out as a loan?**

Yes. Your loan amount is limited to the lesser of:

- \$50,000 minus the highest outstanding balance of loans in the past 12 months, or
- 50% of your vested account balance.

**Is all of my account balance used when determining the amount of my vesting account balance purposes?**

Yes. However, the Plan Administrator will determine whether you may receive a loan from your Roth Contribution Account. If the Plan Administrator allows loans from your Roth Contribution Account, the

Plan Administrator may specify an ordering rule for loans. The ordering rule will determine whether loans will be made first or last from your Roth Contribution Account or in any combination of your Roth Contribution Account and any other Account.

**How long do I have to re-pay my loan?**

Your loan must be repaid within five years from the date of the loan. If the loan will be used to purchase a principal residence a longer repayment may be allowed (determined at the time the loan is made). The maximum loan term for a principal residence loan is ten years.

**How often do I have to make loan payments?**

You must repay your loan in accordance with the repayment schedule established at the time the loan is taken. These payment will be at least on a per payroll basis. Full or partial prepayments are allowed. If you fail to make loan payments according to the established repayment schedule and you do not correct this failure in a timely manner (as determined by the Plan Administrator) the remaining loan balance will be "deemed distributed". This means that the remaining balance will become a taxable distribution for the year in which it was deemed. However, this does not remove your obligation to repay the loan and the remaining balance plus the interest that has accrued since the loan was deemed will be taken into account when determining the maximum of any further loan and the deemed loan will count as an outstanding loan. Special repayment rules will apply if you take out a subsequent loan when you have an unpaid deemed loan outstanding.

**Do I have to make my loan payments through payroll deduction?**

No. Your loan payments can be made by check or other method prescribed by the Plan Administrator.

**If I have a spouse, do they need to consent to the loan?**

Yes. If you have a spouse, you must obtain their consent before obtaining a loan from the Plan.

**Can I refinance my loan?**

No. You may not refinance your loan.

**What happens to my loan if I terminate from service with the Employer?**

When you terminate from service, you may continue to make the scheduled loan repayments by check or other method prescribed by the Plan Administrator. Payments must be received by the Plan Administrator on a timely basis.

**Are there any fees associated with taking a loan?**

You may be charged fees related to granting and administration of loans from the Plan. Please contact the Plan Administrator if you would like more information regarding taking a loan from the Plan.

**Are there any additional limitations or other provisions that apply to taking a loan?**

The availability and terms of Plan loans are subject to the terms of the applicable funding vehicle.

**INVESTMENTS**

**Can I direct how my account balances will be invested?**

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by: written, VRU, or electronic election

**How often can I change my investment election?**

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

**What type of accounts can my account balance be invested in?**

Your account balance can be invested in annuity contracts and custodial accounts.

**How will my account balances be invested if I do not make an investment election?**

If you do not make an investment election your account balances will be placed in investments selected by the Plan Administrator.

**Does the Plan Administrator intend that the Plan will meet the requirements to be a 404(c) plan?**

Yes. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that as long as certain requirements are met the Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

**How often does the Plan Administrator determine how much my benefit in the Plan is worth?**

The Plan Administrator will determine the value of each Participant's benefit under the Plan on each business day. The Plan Administrator may also choose other dates to determine the value of each Participant's benefit under the Plan.

**MISCELLANEOUS****Domestic Relations Orders**

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

**Amendment and Termination**

The Plan Administrator may amend or terminate the Plan at any time in its sole discretion. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

**Insurance**

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

**Administrator Discretion**

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

## **Plan is Not a Contract of Employment**

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer's service or to interfere with the Employer's right to discharge any employee at any time.

## **Waiver**

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

## **Errors**

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

## **Fees**

Your Account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process loans, Plan distributions and QDROs. For specific information regarding the fees that are charged by the Plan, please contact the Plan Administrator.

## **ADMINISTRATIVE INFORMATION**

### **Plan Sponsor**

The Plan Sponsor is CIEE, Inc..

- Employer Identification Number: 13-4038907
- Address: 300 Fore Street, Portland, Maine 04101
- Phone number: 207-553-4000

### **Plan Administrator**

The Plan Administrator is CIEE, Inc..

- Address: 300 Fore Street, Portland, Maine 04101
- Phone number: 207-553-4000

### **Plan Assets**

Assets of the Plan are held in annuity contracts and custodial accounts.

### **Agent for Legal Service**

The agent for legal service for the Plan is the president of the board of CIEE, Inc..

- Address: 300 Fore Street, Portland, Maine 04101
- Phone number: 207-553-4000

### **Plan Number**

The Plan is a 403(b) plan. The Plan number is 001.

## **Plan and Fiscal Year**

The Employer's fiscal year ends on August 31 and the Plan Year ends on December 31.

## **Claims Procedure**

**Application for Benefits.** You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of, and to make any necessary determinations, on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

**Timing of Notice of Denied Claim.** The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

**Content of Notice of Denied Claim.** If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if they wish to appeal the denial, including a statement that the Claimant may bring a civil action under ERISA.

**Appeals of Denied Claim.** If a Claimant wishes to appeal the denial of a claim, they must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after they receive the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

**Denial of Appeal.** If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

### **Your Rights Under ERISA**

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **DEFINITIONS**

### **Account**

Your Account is the sum of all of your amounts in each of your different contribution accounts.

### **Beneficiary**

Your Beneficiary is the individual who will get your benefit under the Plan upon your death. You have the right to designate one or more primary and one or more secondary beneficiary.

Your spouse must be your sole beneficiary of your entire Account unless they consents to the designation of another beneficiary.

### **Compensation**

Compensation is your wages from the Employer that are shown as taxable wages on your IRS Form W-2 measured over the Plan Year. For any self-employed individual, Compensation will mean earned income.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include any amount you elect to defer on a tax-preferred basis to any benefit plan of the Employer.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include any amounts not available to you in cash in lieu of group health coverage because you are unable to certify that you have other health coverage.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Employer.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will exclude the following: payment of unused sick pay, and exclude any amount received by an employee pursuant to a nonqualified deferred compensation plan paid after severance from employment. In addition, the following compensation is excluded for purposes of all contributions: gift cards or cash given to employees as a small incentive for helping out the high school department, gift cards not specific to the high school program, health plan approved gym reimbursements, housing stipends, security deposit reimbursements, transportation expenses, and relocation expenses. Discretionary bonuses are excluded, but Commissions/Sales Incentives are not excluded.

### **Disability**

You will be considered Disabled when you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment must be supported by medical evidence.

### **Elective Deferrals**

Elective Deferrals are the amount of your Compensation that you chose to deposit into the Plan under a salary reduction agreement you complete with the Employer.

Elective Deferrals can be contributed either on a pre-tax basis or an after-tax basis. After-tax Elective Deferrals are referred to as Roth Elective Deferrals.

### **Highly Compensated Employee**

You are a Highly Compensated Employee (HCE) if you earned more than \$130,000 (for 2020) in Compensation during the preceding Plan Year.

### **Normal Retirement Age**

Normal Retirement Age (NRA) is age 65.

### **Non-Elective Contributions**

Non-Elective Contributions are contributions that the Employer may make to the Plan on your behalf based on a formula specified in the "Contributions - Employer" portion of this document.

### **Plan Year**

The Plan Year is the 12 month period ending on December 31.

### **Qualified Joint and Survivor Annuity**

A Qualified Joint and Survivor Annuity (QJSA) is a type of annuity distribution where the amount your spouse receives after your death will be 50% of the monthly amount that had been paid while you were alive. This amount would be received by your spouse for the remainder of their life time. A QJSA is the default form of payment for your entire Account. You must obtain your spouse's consent to take a distribution in any other format.

In addition to the QJSA, there is a qualified optional survivor annuity available in which the benefit payable to your spouse for life after your death.

If you do not have a spouse your QJSA is an immediate annuity for your life time where the amount of the payment is based on your Account balance.

### **Qualified Pre-Retirement Survivor Annuity**



A Qualified Pre-Retirement Survivor Annuity (QPSA) is an annuity that will be purchased with 50% of your account balance for your spouse, unless (1) you, with the written consent of your spouse, waive the survivor annuity, or (2) your surviving spouse waives such survivor annuity if you die before the commencement of your benefits under the Plan.

### **Rollover Contributions**

Rollover contributions are the assets that you moved (rolled over) from another retirement plan to the Plan.

### **Termination from Employment**

You will be considered to have a Termination from Employment from the Employer when you are no longer employed by the Employer or on the day when the Employer is no longer eligible to sponsor the Plan.

### **Transfer Contributions**

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Employer's discretion as part of a merger or related transaction.

### **Year of Eligibility Service**

A Year of Eligibility Service is earned when you have 1,000 hours in a Eligibility Computation period. The Eligibility Computation period is each 12 month period starting on your hire date or the anniversary of your hire date.

## **VENDOR APPENDIX**

### **Approved Vendors**

An approved vendor is an organization who accepts ongoing Plan contributions directly from the Employer. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between the approved vendors listed below:

- TIAA-CREF