

BECKET ACADEMY 403(B) PLAN INFORMATION

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FUTURE PLANNING ASSOCIATES, INC.

Becket Family of Services

403(b) Plan Provisions Summary

Participation Date: immediate for deferrals; entry for matching contributions is immediately following attainment of age 21 and completion of 12 months of service with the company (with minimum 1000 hours worked).

Employee Salary Deferrals: pre-tax or after-tax ("Roth"); up to \$23,000 for 2024 (\$30,500 if age 50 or older by year-end); may change deferral percentage each payroll period.

Employer Matching Contributions: The Employer will contribute a matching contribution equal to 4% of Plan Compensation. For an Employee to qualify for this match, the Employee must defer a MINIMUM of 4% of Plan compensation. If an Employee defers less than 4% of Plan compensation, the employee will not qualify for any Employer matching contribution.

Compensation which is considered for plan purposes: gross pay, including the amount you contribute on a pre-tax basis to this plan. Pre-participation compensation is excluded.

Vesting: your salary deferral and rollover contributions are 100% vested immediately. Other Employer contributions are subject to a 4-year vesting schedule – less than 1 year, 0%; 1 year, 25%; 2 years, 50%; 3 years, 75%; 4 years, 100%.

Investments: participant directed, from a group of investments selected by the Employer/Plan Administrator.

Rollover Contributions: permitted from all Participants.

In-Service withdrawals: permitted if the Participant has attained age 59-1/2.

Participant Loans: not allowed.

Hardship Withdrawals: permitted from deferrals only.

Benefit Payments:

Timing: as soon as feasible following termination of employment

Form: lump sum; other forms of distribution as permitted under the specific investment accounts.

Please note: This is a basic informational sheet for quick reference. It does NOT supersede any information in the Plan or the Summary Plan Description, and in case of any discrepancy, the terms of the Plan shall govern.

If you have questions please contact Shelly Duval at Future Planning Associates, Inc.

Shelly Duval (802) 857-0686

Shelly@Futureplanningassoc.com

Comparison of Traditional 403(b) and Roth 403(b)

	Traditional 403(b)	Roth 403(b)
Employee Contributions	Funded with pre-tax dollars (reduce current income tax)	Funded with after-tax dollars (pay tax on contributions now)
Employer Contributions	Pre-tax dollars	Pre-tax dollars
Earned Income Restrictions	None	None
Investment Earnings	Tax-Deferred	Tax-Free (if Qualified)
Taxation of Withdrawals	Taxable	Tax-Free (if Qualified)
Qualified Distribution (Withdrawal) Requirements	No qualified distribution requirements	Distributions must occur at least 5 years following the first Roth 401(k) contribution, and after death, disability or attainment of age 59½
Withdrawal Restrictions	Available only on death, disability, termination of employment, plan termination, age 59½, financial hardship (deferrals only)	Available only on death, disability, termination of employment, plan termination, age 59½, financial hardship (deferrals only)
Rollovers Permitted	To another qualified Plan or an IRA	To another qualified Plan or a Roth IRA
Minimum Required Withdrawals	Age 72	Age 72
Vesting	100% immediate on Employee contributions	100% immediate on Employee contributions

403(B) PLAN ENROLLMENT FORM

SALARY DEFERRAL AGREEMENT

Participant Information

Name _____

Address _____

City _____ State _____ Zip _____

Social Security Number _____

Check one: [] New Agreement [] Change

Plan Provisions

You are permitted to defer a portion of your compensation to the Plan. The Plan allows you to designate the deferrals as either Regular 403(b) deferrals (pre-tax) or Roth 403(b) deferrals (after-tax).

This Agreement remains in effect until you revoke or modify it. Modifications to the Agreement are permitted as permitted by the Administrator. You are also permitted to revoke your Agreement at any time during the Plan Year.

The Plan permits you to defer your compensation up to the maximum amount allowed by law.

The law imposes a dollar limit on the amount you may defer in any calendar year. This amount may be adjusted annually to reflect cost-of-living increases announced by the IRS. Any questions regarding this election should be directed to the Plan Administrator. The Plan also permits you to make "catch-up" contributions if you are, or will be, at least age 50 during a calendar year. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

Deferral Election

This Agreement is effective upon Acceptance by the Administrator. However, deferrals will be made as soon as practicable following the acceptance of this Agreement by the Administrator. In accordance with the terms of the Plan and this Agreement, I hereby authorize the Employer to withhold from compensation (and treat as my deferrals) the following amount:

[] _____% of my compensation (proportionately from each pay period).

[] \$ _____ [] per pay period OR [] per year (proportionately from each pay period).

[] Additional Catch-up Contributions: \$ _____ [] per pay period OR [] per year (proportionately from each pay period).

[] Zero. I understand that I may elect to defer my pay at a later date as permitted by the Plan.

Type of Deferral. The deferrals selected above will be:

[] Regular 403(b) Deferrals (Pre-Tax)

[] Roth 403(b) Deferrals (After-Tax)

[] Split between Regular and Roth Deferrals according to the following % or \$ amounts:

_____ to Regular Deferrals and _____ to Roth Deferrals

Duty to Review Pay Records. I understand I have a duty to review my pay records (pay stub, direct deposit receipt, etc.) to confirm the Employer has properly implemented my salary deferral election. Furthermore, I have a duty to inform the Plan Administrator if I discover any discrepancy between my pay records and this Salary Deferral Agreement. I understand the Plan Administrator will treat my failure to report any withholding errors for any payroll to which my Salary Deferral Agreement applies, by the cut-off date for the next following payroll, as my affirmative election to defer the amount actually withheld (including zero). However, I thereafter may modify my deferral election prospectively, consistent with the Plan terms.

EXECUTED this _____ day of _____ 20_____

Participant _____

Employer _____

For Office Use Only: _NY1038(Becket) _NY1041(MVTC)

403(b) Plan Investment Elections

Initial Investment Choice

Investment of Future Contributions

Please invest my future contributions to the plan in the following proportions per fund (1% increments only - total must equal 100%):

	<i>Asset Category</i>	<i>Name</i>	<i>Ticker Symbol</i>
_____ %	Large Cap Growth	JP Morgan Large Cap Growth	JLGMX
_____ %	Large Cap Blend	Columbia Contrarian Core Y	COFYX
_____ %	Large Cap Blend Index	Vanguard 500 Index	VFIAX
_____ %	Large Cap Value	Dodge & Cox Stock Fund	DODGX
_____ %	Mid Cap Blend Index	Vanguard Mid Cap Index	VIMAX
_____ %	Mid Cap Value	Wells Fargo Special Mid Cap Value	WFPRX
_____ %	Mid Cap Growth	BlackRock Mid-Cap Growth Equity	CMGIX
_____ %	Small Cap Value	Franklin Small Cap Value	FRCSX
_____ %	Small Cap Blend Index	Vanguard Small Cap Index	VSMAX
_____ %	Small Cap Growth	Columbia Small Cap Growth	CSGYX
_____ %	International/Global Equity	Hartford Schrodgers International Stock	SCIJX
_____ %	Div. Emerging Markets	Oppenheimer Developing Markets Y	ODVYX
_____ %	World (has US exposure)	American Funds New Perspective R6	RNPGX
_____ %	Intermediate Bond	Metropolitan West Total Return Bond I	MWTIX
_____ %	Multi-Sector Bond	Pimco Income Instl	PIMIX
_____ %	Stable Value	The Standard Stable Asset Fund 1	SSVFI
_____ %	Technology	BlackRock Technology Opportunities Intl	BGSIX
_____ %	Target 2015	American Funds Target Date 2015	RFJTX
_____ %	Target 2020	American Funds Target Date 2020	RRCTX
_____ %	Target 2025	American Funds Target Date 2025	RFDTX
_____ %	Target 2030	American Funds Target Date 2030	RFETX
_____ %	Target 2035	American Funds Target Date 2035	RFFTX
_____ %	Target 2040	American Funds Target Date 2040	RFGTX
_____ %	Target 2045	American Funds Target Date 2045	RFHTX
_____ %	Target 2050	American Funds Target Date 2050	RFITX
_____ %	Target 2055	American Funds Target Date 2055	RFKTX
_____ %	Target 2060	American Funds Target Date 2060	RFUTX
_____ %	Target 2065	American Funds Target Date 2065	RFVTX

*This investment election will remain in effect until changed via the web-site: www.futureplanningassoc.com then click on The **401k Plan Administration button located under "Website Logon Links"** If no election is made, any account balance will be deposited into the Target Date Fund that is most applicable.*

SIGNATURE OF EMPLOYEE: _____ DATE: _____

SIGNATURE OF EMPLOYER REPRESENTATIVE: _____

FUTURE PLANNING ASSOCIATES, INC.

EMPLOYEE AND EXECUTIVE BENEFIT CONSULTANTS

Becket Academy 403(b) Plan

RETIREMENT PLAN WEBSITE GUIDE

LOGIN INSTRUCTIONS:

- **Internet URL:** www.futureplanningassoc.com, then click on the **401(k) Plan Administration** button which is located under “Website Logon Links” on the right side of the website.
- **User ID:** Initially your User ID defaults to your Social Security Number (without dashes). You can change your User ID by clicking on the cog wheel in the upper right hand corner of the screen.
- **Password:** Initially your Password defaults to the last four digits of your Social Security Number. You can change your User ID by clicking on the cog wheel in the upper right hand corner of the screen.
- **Email Future Planning Associates:** If you encounter difficulty with the Web, you may email your Future Planning Associates representative through “Contact Us” tab.
- **If You Get Locked Out After 3 Failed Login Attempts:** Contact Future Planning Associates at (802) 878-6601 (x123). Speak to an associate to reset login information

BECKET ACADEMY 403(B) DC PLAN

INSTRUCTIONS FOR DESIGNATING OR CHANGING BENEFICIARY

These instructions will assist you in properly completing the DESIGNATION OF BENEFICIARY form.

1. To designate one person, insert the name and relationship in the spaces provided. If your beneficiary is not related to or married to you, show relationship as "Friend."
2. If you wish to name your estate, insert "Estate" in the blank space.
3. Show a member of a religious order in this manner:

Mary L. Jones, niece, known in religious life as Sister Mary Agnes.

4. It is inadvisable to name a beneficiary who is a permanent resident of a foreign country. If you name a person who is a permanent resident of a foreign country, you must furnish that person's full address, including country.
5. If you wish to designate a trust, insert the name of the trustee and trust in the blank space using language substantially as follows:

To X Bank as Trustee, or its successor Trustee, of the Bruce E. Roberts Trust dated the 26th day of May, 2000, including any amendments to the Trust.

6. More than one beneficiary -- here are the most common examples:

Three or more beneficiaries	James O. Smith, brother; Peter I. Smith, brother; and Martha N. Smith, sister
Unnamed children	My children living at my death
One contingent beneficiary	Lois P. Smith, wife, if living; otherwise, Herbert I. Smith, son
More than one contingent beneficiary	Lois P. Smith, wife, if living; otherwise, Herbert I. Smith, son; Alice B. Smith, daughter; and Ann Y. Smith, daughter
Unnamed children as contingent beneficiaries	Lois P. Smith, wife, if living; otherwise, my children living at my death

If one of the above examples fits your wishes, insert your designation in the blank space, using the language of the selected example. Contingent beneficiaries only receive benefits if all named primary beneficiaries predecease you. If a primary beneficiary survives you, but dies prior to receiving his or her share of the death benefit, that primary beneficiary's estate will receive the death benefit unless your DESIGNATION OF BENEFICIARY form provides otherwise.

7. If none of the above is suitable, explain in the blank space what is desired, or attach a note.

Note: If you name a trust as a beneficiary, you also must provide additional information to the Plan Administrator. The Plan Administrator will notify you as to what additional information is needed.

Note: Unless you provide otherwise in completing the DESIGNATION OF BENEFICIARY form, all sums payable to more than one beneficiary will be paid equally to all beneficiaries.

BECKET ACADEMY 403(B) DC PLAN

DESIGNATION OF BENEFICIARY

Participant Name: _____

Last four digits of Social Security Number: _____

Marital Status: () Married () Unmarried

Pursuant to the provisions of the Plan permitting the designation of a beneficiary or beneficiaries by a participant, I hereby designate the following person or persons as primary and secondary beneficiaries of my Account Balance under the Plan payable by reason of my death:

Primary Beneficiary(ies) [include address and relationship]:*		
Name	Address	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contingent Beneficiary(ies) [include address and relationship]:*		
Name	Address	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Note to participant:*

1. *Estate planning.* You may wish to consult with a professional tax advisor before completing this form.
2. *Trust beneficiary.* If you name a trust as a beneficiary, the trustee also must satisfy additional documentation requirements no later than October 31 of the calendar year following the calendar year of your death. The Plan Administrator will provide you or the trustee with the additional forms you must complete.
3. *Effect of divorce.* A divorce decree or a decree of legal separation automatically revokes a designation of your spouse as a beneficiary, unless a qualified domestic relations order provides otherwise.
4. *Effect of marriage.* See below regarding spousal consent requirements if you are married and wish to name someone other than your spouse as your sole primary beneficiary. If you are unmarried at the time of your designation, your beneficiary designation will cease to be effective immediately upon your marriage unless you have designated your spouse as beneficiary.

I RESERVE THE RIGHT TO REVOKE OR CHANGE ANY BENEFICIARY DESIGNATION. I HEREBY REVOKE ALL PRIOR DESIGNATIONS (IF ANY) OF PRIMARY BENEFICIARIES AND CONTINGENT BENEFICIARIES.

The Plan will pay all sums payable under the Plan by reason of my death to the primary beneficiary, if he or she survives me, and if no primary beneficiary survives me, then to the contingent beneficiary, and if no such designated beneficiary survives me, then the Plan will pay all such amounts in accordance with the Plan terms. I understand that, unless I have provided otherwise above, the Plan will pay all sums payable to more than one beneficiary equally to the living beneficiaries.

Date of this Designation

Signature of Participant

IF YOU ARE MARRIED, SEE THE NEXT PAGE OF THIS FORM FOR APPLICABLE SPOUSAL CONSENT REQUIREMENTS.

Note: This Designation of Beneficiary is invalid without the consent of your spouse unless your spouse is the sole primary beneficiary or, under a prior beneficiary designation, your spouse waived the right to consent to any change in your beneficiary designation.

BECKET ACADEMY 403(B) DC PLAN

SUMMARY PLAN DESCRIPTION

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BECKET ACADEMY 403(B) DC PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

Becket Academy 403(b) DC Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax advantaged basis. This Plan is a type of retirement plan known as a 403(b) plan.

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to understand the features of the Plan.

If you have any questions about the Plan, contact the Plan Administrator or other Plan representative. The Plan Administrator is generally responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan, unless those responsibilities have been delegated to other parties. The name of the Plan Administrator can be found at the end of this SPD in the Article entitled "General Information about the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan, and your rights under the Plan, are subject to federal laws such as, ERISA (the Employee Retirement Income Security Act), the Internal Revenue Code and other federal and state laws. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan. The Plan Administrator will notify you if the provisions of the Plan that are described in this summary change.

Investment arrangement. The investment products you select (known as investment arrangements) may also affect the provisions of the Plan. In some cases the investment arrangements may limit your options under the Plan. This SPD does not address the provisions of the various investment arrangements. You should contact the Plan Administrator or the investment provider if you have questions about the provisions of your specific investment arrangements.

Types of contributions. The following types of contributions are allowed under this Plan:

- Employee elective deferrals including Roth Deferrals
- Employer matching contributions
- Employee rollover contributions

ARTICLE A PARTICIPATION IN THE PLAN

How do I participate in the Plan?

You can begin participating under the Plan once you have satisfied the eligibility requirements and reached your Entry Date. The following describes the eligibility requirements and Entry Dates that apply.

Elective Deferrals

Eligibility Conditions. You will be eligible to participate in the Plan for purposes of making elective deferrals as of your date of hire (which is the Entry Date).

Entry Date. For purposes of elective deferrals, your Entry Date will be your date of hire.

Matching Contributions

Eligibility Conditions. You will be eligible to participate in the Plan for purposes of matching contributions when you have satisfied the following eligibility condition(s) and reached the Entry Date (described below).

- attainment of age 21
- completion of one (1) Year of Service

Entry Date. For purposes of matching contributions, your Entry Date will be the date on which you satisfy the eligibility requirements.

How is my service determined for purposes of Plan eligibility?

Year of Service. You will be credited with a Year of Service at the end of the twelve month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service for such period.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year) but credit will not exceed 501 hours of service for any single continuous period during which you perform no duties; and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted.

Service with Predecessor Employer. For eligibility purposes, your Years of Service with the following Employers will be counted.

- Mount Prospect Academy, Inc.; Oliverian School; Vermont Permanency Initiative, Inc.; Mountain Valley Treatment Center (formerly Upper Valley Stewardship Center)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service might be considered service with the Employer. If you might be affected by this law, ask the Plan Administrator for further details.

What happens if I'm a Participant, terminate employment and then I'm rehired?

If you are no longer a Participant because of a termination of employment, and you are rehired, then you will be able to participate in the Plan on the date on which you are rehired if you are otherwise eligible to participate in the Plan.

ARTICLE B EMPLOYEE CONTRIBUTIONS

What are elective deferrals and how do I contribute them to the Plan?

Elective Deferrals. As a Participant under the Plan, you may elect to reduce your compensation by a specific amount and have that amount contributed to the Plan as an elective deferral. There are two types of elective deferrals: Pre-Tax Deferrals and Roth Deferrals. For purposes of this SPD, "elective deferrals" generally means both Pre-Tax Deferrals and Roth Deferrals. Regardless of the type of elective deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

Pre-Tax Deferrals. If you elect to make Pre-Tax Deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax Deferral, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Roth Deferrals. If you elect to make Roth Deferrals, the elective deferrals are subject to federal income taxes in the year of elective deferral. However, the elective deferrals and, in certain cases, the earnings on the elective deferrals are not subject to federal income

taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?" below.

You will always be 100% vested in your elective deferrals (see the Article in this SPD entitled "Vesting").

Elective Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a Salary Reduction Agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it unless notified by the Employer.

Your deferral election will also apply to irregular pay (e.g., bonuses). You may, however make a separate election to have a different amount deferred from any irregular pay (e.g., bonuses) paid to you during the year. Also, your deferral election will not apply to amounts that are taxable but not payable in cash (such as taxable fringe benefits).

Deferral modifications. You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make a new election or modify an existing election as of each payroll period or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after it is received by the Plan Administrator.

Elective Deferral Limit. Your total elective deferrals in any taxable year cannot exceed a dollar limit which is set by law. The limit for 2018 is \$18,500. After 2018, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

Age 50 Catch-Up Deferrals. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of the January 1st of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferrals that you can make in 2018 is \$6,000. After 2018, the maximum might increase for cost-of-living adjustments. Age 50 Catch-Up Deferrals that you make will be taken into account in determining any Employer matching contribution made to the Plan.

Annual dollar limit. You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including other tax-sheltered 403(b) annuity contracts, simplified employee pensions or 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

What are rollover contributions?

Rollover contributions. Subject to the provisions of your investment arrangements and at the discretion of the Plan Administrator, if you are a Participant who is currently employed or an Eligible Employee, you might be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs. Such a deposit is called a "rollover" contribution and might result in tax savings to you. You may ask the Plan Administrator of the other plan or the trustee or custodian of the IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover contribution will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). Rollover contributions will be affected by any investment gains or losses. In addition, any Roth deferrals that are accepted as rollovers in this Plan will be accounted for separately.

Source of Rollover Contributions. The Plan will accept a "rollover" contribution of an eligible rollover distribution from:

- 403(b) plans
- 401(a) plans (including a 401(k) plan)
- 457(b) plans of governmental employers
- certain IRAs

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time.

What are In-Plan Roth Rollover Conversions?

In-Plan Roth Rollover Conversions. Subject to the provisions of your investment arrangement and the provisions of the Plan described below, if you are currently an employee you may elect to change the tax treatment of certain accounts from pre-tax accounts to after-tax Roth accounts. These are referred to as In-Plan Roth Rollover Conversions because you are electing to change the tax character of an account so that it becomes a Roth account.

Taxation and Irrevocable election. You do not pay taxes on the contributions or earnings on your pre-tax accounts (including accounts attributable to Employer matching contributions) until you receive an actual distribution. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you take a "qualified distribution" (explained below), you do not pay taxes on the earnings that are attributable to the contributions. Thus, with a pre-tax account you pay no taxes on amounts contributed to the Plan but you pay taxes on all amounts, including earnings, when they are withdrawn. With a Roth account, you pay taxes on the amounts contributed to the Plan and generally pay no taxes on these amounts (and earnings if it is a "qualified distribution") when they are withdrawn.

An In-Plan Roth Rollover Conversion allows you to elect to change the tax treatment of all or some of your pre-tax accounts provided the account is 100% vested by making them Roth accounts. If you make such an election, then the amount that is converted will be included in your income for the year of the election. Once you make an election, it cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate resources outside of the Plan to pay the additional taxes. The In-Plan Roth Rollover Conversion does not affect the timing of when a distribution may be made to you under the Plan; the conversion only changes the tax character of your account. You should consult with a tax advisor prior to electing a conversion.

Qualified Distribution. As stated above, a distribution of the earnings on your Roth account will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make the In-Plan Roth Rollover Conversion and ending on the last day of the calendar year that is 5-years later. See "What are my tax consequences when I receive a distribution from the Plan?" later in this SPD.

Amounts that may be converted. You may elect an In-Plan Roth Rollover Conversion for amounts that can currently be distributed to you. In addition, you may elect an In-Plan Roth Rollover Conversion if any of the following conditions are satisfied:

- you have attained age 21

Account restrictions. You may elect an In-Plan Roth Conversion only from the following accounts provided the account is 100% vested:

- pre-tax deferral accounts
- account(s) attributable to Employer matching contributions
- rollover accounts

Limitations. The following limitations apply to In-Plan Roth Rollover Conversions:

- The minimum amount that can be converted is \$1,000.
- A conversion can only be elected for accounts that are 100% vested.

ARTICLE C EMPLOYER CONTRIBUTIONS

This Article describes Employer contributions that might be made to the Plan and how your share of the contributions is determined.

What is the Employer matching contribution and how is it allocated?

Matching Contribution. Each payroll period, the Employer might make a discretionary matching contribution equal to a uniform percentage or dollar amount of your elective deferrals. Each year, the Employer will determine the formula for the discretionary matching contribution.

Matching catch-up deferrals. The Plan will include catch-up deferrals in the elective deferral amount used to determine the amount of your matching contribution.

Allocation conditions. You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

What are forfeitures and how are they used?

Definition of forfeitures. In order to reward employees who remain employed with your Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled to ("vested" in) all of the contributions until you have been employed with your Employer for a specified period of time (see the Article in this SPD entitled "Vesting"). If a Participant terminates employment before being fully vested, then the non-vested portion of the terminated Participant's account balance remains in the Plan and is called a forfeiture. Forfeitures might be used by the Plan for several purposes.

Use of forfeitures. Forfeitures will be used as follows:

- Forfeitures may be used to pay plan expenses or used to reduce any matching contribution.

**ARTICLE D
COMPENSATION AND ACCOUNT BALANCE**

What compensation is used to determine my Plan benefits?

All Contributions

Definition of compensation. Compensation is defined as your total compensation that is subject to income tax and paid to you by your Employer for the Plan Year. The following describes the adjustments to compensation that apply for the contributions noted above.

Adjustments to compensation. The following adjustments to compensation will be made:

- elective deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included.
- compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - compensation paid for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), or other similar payments that would have been made to you had you continued employment.
 - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.
 - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment.

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2018 is \$275,000. After 2018, the dollar limit might increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

The law imposes a limit on the amount of contributions (both Employer contributions and elective deferrals, but excluding Age 50 Catch-Up Deferrals) that may be made to your accounts during a year. For 2018, this total cannot exceed the lesser of \$55,000 or 100% of your includible compensation (generally your compensation for any 12-month period, as limited under the previous question). After 2018, the dollar limit might increase for cost-of-living adjustments.

The above limit may also need to be applied by taking into account contributions made to other retirement plans in which you are a participant. If you have more than 50% control of a corporation, partnership, and/or sole proprietorship, then the above limit is based on contributions made in this Plan as well as contributions made to any 403(b) or qualified plans maintained by the businesses you control. If

you control another business that maintains a plan in which you participate, then you are responsible for providing the Plan Administrator with information necessary to apply the annual contribution limits. If you fail to provide necessary and correct information to the Plan Administrator, it could result in adverse tax consequences to you, including the inability to exclude contributions to the Plan from your gross income for tax purposes.

How is the money in the Plan invested?

The Plan assets may be invested in mutual funds and Annuity Contracts. Contact the Plan Administrator for further details regarding the investments.

You will be able to direct the investment of your Plan account, including your elective deferrals. The Plan Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. If you do not direct the investment of your Plan account, then your account will be invested in accordance with the default investment alternatives your Employer establishes under the Plan.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including your Employer and the Plan Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. You must follow procedures in giving investment directions. If you fail to do so, then your investment directions need not be followed.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other Participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer and the Plan Administrator will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. Subject to the terms of the investment arrangements funding the plan, the Plan might pay some or all Plan related expenses except for a limited category of expenses which the law requires your Employer to pay. The category of expenses which your Employer must pay are known as "settlor expenses." Generally, settlor expenses relate to the design, establishment or termination of the Plan. The expenses charged to the Plan might be charged pro rata to each Participant in relation to the size of each Participant's account balance or might be charged equally to each Participant. In addition, some types of expenses might be charged only to some Participants based upon their use of a Plan feature or receipt of a Plan distribution. Finally, the Plan might charge expenses in a different manner as to Participants who have terminated employment with your Employer versus those Participants who remain employed with your Employer.

Terminated employee. After you terminate employment, subject to the terms of the investment arrangements funding the Plan, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that might be paid just from your account subject to the terms of the investment arrangements funding the Plan. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan might incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses might be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Plan Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer might, from time to time, change the manner in which expenses are allocated.

The above is only a general statement about the possible treatment of Plan expenses. See the Appendix for Plan Expense Allocations for details.

ARTICLE E
VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with your Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled to ("vested in") all of the contributions until you have been employed with your Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- elective deferrals including Roth 403(b) deferrals and catch-up contributions
- rollover contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested, is your vested interest in the Plan, which is what you will actually receive from the Plan. You will always, however, be 100% vested in all of your contributions if you are employed on or after your Normal Retirement Age or if you terminate employment on account of your death or as a result of becoming disabled.

Matching Contributions

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule.

Vesting Schedule Matching Contributions	
<u>Years of Service</u>	<u>Percentage</u>
Less than 1	0%
1	25%
2	50%
3	75%
4	100%

How is my service determined for vesting purposes?

Year of Service. To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during a Plan Year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Plan Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Plan Administrator.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by your Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by your Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year) but credit will not exceed 501 hours of service for any single continuous period during which you perform no duties; and
- (c) each hour for back pay awarded or agreed to by your Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

What service is counted for vesting purposes?

Service with your Employer. In calculating your vested percentage, all service you perform for your Employer will generally be counted.

Service with Predecessor Employer. For vesting purposes, your Years of Service with the following Employers will be counted.

- Mount Prospect Academy, Inc.; Oliverian School; Vermont Permanency Initiative, Inc.; Mountain Valley Treatment Center (formerly Upper Valley Stewardship Center)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service might be considered service with your Employer. If you might be affected by this law, ask the Plan Administrator for further details.

What happens to my non-vested account balance if I'm rehired?

If you have no vested interest in the Plan when you leave, your account balance will be forfeited. However, if you are rehired before incurring five consecutive Breaks in Service, your account balance as of the date of your termination of employment will be restored, unadjusted for any gains or losses.

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive Breaks in Service.

If you received a distribution of your vested account balance and are rehired, you may have the right to repay this distribution. If you repay the entire amount of the distribution, your Employer will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of rehire, or, if earlier, before you incur five consecutive Breaks in Service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

ARTICLE F DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT

The terms of the investment arrangements that you selected for your Plan contributions might contain additional limits on when you can take a distribution, the form of distribution that is available as well as your right to transfer among approved investment options. Please review both the following information in this SPD and the terms of your investment arrangements before requesting a distribution.

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions. You may withdraw amounts from accounts for rollover contributions.

Conditions. Generally, you may receive a distribution from certain accounts prior to termination of employment provided you satisfy any of the following conditions:

- you have attained age 59-1/2. Satisfying this condition allows you to receive distributions from all contribution accounts.
- you have incurred a financial hardship as described below.
- you incur a disability (as defined in the Plan). Satisfying this condition allows you to receive distributions from all contribution accounts.

Qualified reservist distributions. If you: (i) are a reservist or National Guardsman; (ii) were/are called to active duty after September 11, 2001; and (iii) were/are called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature federal distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

Distributions for deemed severance of employment. If you are on active military duty for more than 30 days, then the Plan generally treats you as having severed employment for purposes of receiving a distribution from the Plan from all contribution accounts. If you request a distribution on account of this deemed severance of employment and all or part of the distribution is taken from elective deferrals, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

Additional in-service conditions. The following additional conditions apply to in-service distributions from certain accounts:

- The minimum amount you can receive as an in-service distribution is \$1,000.

- In-service distributions can only be made from accounts which are 100% vested, unless the distribution is based on hardship. Although you may receive an in-service distribution based on hardship from accounts which are not 100% vested, the amount of the distribution may not exceed the vested amount in the distributing account.

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money on account of financial hardship if you satisfy certain conditions, subject to the rules and conditions set forth in the investment arrangements. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive upon termination of employment or other event entitling you to distribution of your account balance. You may not receive a hardship distribution from your or qualified nonelective contribution accounts, if any.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) for you, your spouse, your dependents or your beneficiary.
- Costs directly related to the purchase of your principal residence (excluding mortgage payments).
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children, your dependents or your beneficiary.
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children, your dependents or your beneficiary.
- Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165).

A beneficiary is someone you designate under the Plan to receive your death benefit who is not otherwise your spouse or dependent.

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

- (a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
- (b) You have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans that your Employer maintains; and
- (c) That you will not make any elective deferrals for at least six (6) months after your receipt of the hardship distribution. If your salary deferrals are suspended, then your deferral election that was in place prior to the suspension will not continue in effect after the suspension.

Account restrictions. You may request a hardship distribution only from the vested portion of the following accounts:

- elective deferrals

Restricted Amounts. There are additional restrictions placed on hardship distributions from certain accounts (referred to as "Restricted Accounts"). Restricted Accounts include elective deferrals, matching Contributions invested in custodial accounts and any qualified nonelective contributions. Generally, the only amounts that can be distributed to you on account of a hardship from these Restricted Accounts are your elective deferrals (earnings on elective deferrals cannot be withdrawn for a hardship). Ask the Administrator if you need further details.

**ARTICLE G
DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

To the extent permitted in the investment arrangements, the provisions in this Article apply to distributions from the Plan following termination of employment.

When can I get money out of the Plan?

You might be able to receive a distribution of the vested portion of some or all of your accounts in the Plan when you terminate employment with your Employer. The rules regarding the payment of death benefits to your beneficiary are described in the Article in this SPD entitled "Distributions upon Death."

If you terminate employment and your vested benefit exceeds \$5,000, you will be entitled to a distribution within a reasonable time after your termination. You must consent to this distribution. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

If you terminate employment, and the value of your vested benefit does not exceed \$5,000, then a distribution will automatically be paid to you even if you do not consent. Such distribution will be paid to you within a reasonable period of time after your termination of employment. See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.

Treatment of "rollover" contributions for consent to distribution. In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your "rollover account" will not be considered as part of your benefit.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with your Employer. There might also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator for further details.

What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age?

Normal Retirement Age. Your Normal Retirement Age is the date you reach age 65.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan (assuming you are not already fully vested) if you are employed on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Age, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

When am I considered to be disabled under the Plan?

Definition of disability. Under the Plan, disability is defined as the inability 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 twelve months. The permanence and degree of such impairment must be supported by medical evidence. The Plan Administrator may require that your disability be determined by a licensed physician.

If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan.

How will my benefits be paid to me?

The following provisions apply to the extent permitted under the investment arrangements in which the plan assets are invested.

Lump-sum distributions. If you terminate employment and your vested account balance does not exceed \$5,000, then your vested account balance might only be distributed to you in a single lump-sum payment.

Distribution methods. If you terminate employment and your vested account balance exceeds \$5,000 (or another amount as provided in your investment arrangement), then your vested account balance might be distributed to you under any method permitted under your investment arrangements, including the following:

- a single lump-sum payment

Required beginning date. There are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2 or terminate employment, whichever is later. Contact the Plan Administrator if you think you might be affected by these rules.

**ARTICLE H
DISTRIBUTIONS UPON DEATH**

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless you designate in writing a different beneficiary. **IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NON-SPOUSE BENEFICIARY.**

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Unmarried Participant. If you are not married, you may designate a beneficiary of your choosing.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried, in which case the prior provisions of this section apply to your new spouse).

No beneficiary designation. Subject to the terms of the investment arrangements, at the time of your death, if you have not designated a beneficiary or your beneficiary is not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's living descendants)
- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Lump-sum distribution. If the death benefit payable to your beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump sum.

Distribution method. Except for special distributions described below, if the death benefit payable to your beneficiary exceeds \$5,000, the benefit may be paid under any method permitted under your investment arrangements, including the methods described above under "How will my benefits be paid to me?". The beneficiary may choose among the then available distribution methods unless you elected the death benefit distribution method prior to your death.

When must payments be made to my beneficiary (required minimum distributions)?

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2. Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 70 1/2 or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five years after your death. Some investment products may allow a person to use this five-year rule.

Since a spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

What happens if I terminate employment, commence required minimum distribution payments and then die before receiving all of my benefits?

Your beneficiary will be entitled to your remaining vested interest in the Plan at the time of your death. Payments must generally come out at least as rapidly as the required minimum distributions. Contact the Plan Administrator for more information regarding the timing and

method of payments that apply to your beneficiary. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE I TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional federal 10% penalty tax.

You will not be taxed on distributions of your Roth deferrals. In addition, a distribution of the earnings on the Roth deferrals will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning the calendar year in which you first make a Roth deferral to our Plan (or to a 401(k) plan or another 403(b) plan if such amount was rolled over into this Plan) and ending on the last day of the calendar year that is 5 years later.

Qualified reservist distributions. If you: (i) are a reservist or National Guardsman; (ii) were/are called to active duty after September 11, 2001; and (iii) were/are called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution federal penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** You may roll over all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct rollover option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer (See the question entitled "What are In-Plan Roth Rollover Conversions?" for special rules on In-Plan Roth Rollover Conversions). A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Automatic IRA Rollover of Certain Account Balances

If a mandatory distribution is being made to you before the later of age 62 or Normal Retirement Age and your vested account balance does not exceed \$5,000 (disregarding any rollover contribution), the Plan might distribute your vested portion in a single lump-sum payment. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights. If the amount of the distribution exceeds \$1,000 (including any rollover contribution) and you do not elect either to receive or to roll over the distribution, the Plan automatically will roll over the distribution to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and to provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. In addition, your beneficiary designation under the Plan, if any, will not apply to the rollover IRA. The IRA's terms will control in establishing a designated beneficiary under the IRA. You may transfer the IRA funds to any other IRA you choose. You may contact the Plan Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider and the fees and charges associated with the IRA.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE

RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE J LOANS

Is it possible to borrow money from the Plan?

No, it is not possible to borrow money from the Plan. Plan loans are not permitted.

ARTICLE K PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred (except at death to your beneficiary). In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Plan Administrator must honor a qualified domestic relations order (QDRO). A QDRO is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a QDRO is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Plan Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Plan Administrator, without charge, a copy of the procedure used by the Plan Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Plan Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Employer amend the Plan?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:

- was relied upon in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days (except as provided below for disability claims) after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then instead of the above, the initial claim must be resolved within 45 days of receipt by the Plan. A Plan may, however, extend this decision-making period for an additional 30 days for reasons beyond the control of the Plan. The Plan will notify you of the extension prior to the end of the 45-day period. If, after extending the time period for a first period of 30 days, the Plan Administrator determines that it will still be unable, for reasons beyond the control of the Plan, to make a decision within the extension period, the Plan may extend decision making for a second 30-day period. Appropriate notice will be provided to you before the end of the first 45 days and again before the end of each succeeding 30-day period. This notice will explain the circumstances requiring the extension and the date the Plan Administrator expects to render a decision. It will explain the standards on which entitlement to the benefits is based, the unresolved issues that prevent a decision, the additional issues that prevent a decision, and the additional information needed to resolve the issues. You will have 45 days from the date of receipt of the Plan Administrator's notice to provide the information required.

If the Plan Administrator determines that all or part of the claim should be denied (an "adverse benefit determination"), it will provide a notice of its decision in written or electronic form explaining your appeal rights. An "adverse benefit determination" also includes a rescission, which is a retroactive cancellation or termination of entitlement to disability benefits. The notice will be provided in a culturally and linguistically appropriate manner and will state:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination was based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.
- (e) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then the following additional information will be provided:
 - (i) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views you presented to the Plan of health care professionals treating the claimant and vocational professionals who

evaluated you;

- The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
- A disability determination made by the Social Security Administration and presented by you to the Plan.

(ii) Either the internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or other criteria do not exist.

(iii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.

(iv) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

If your claim has been denied, and you want to submit your claim for review, you must follow the claims review procedure in the next question.

What is the claims review procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS (EXCEPT AS PROVIDED BELOW FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY THE PLAN ADMINISTRATOR (RATHER THAN A THIRD PARTY SUCH AS THE SOCIAL SECURITY ADMINISTRATION), THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION. IN THE CASE OF AN ADVERSE BENEFIT DETERMINATION REGARDING A RESCISSION OF COVERAGE, YOU MUST REQUEST A REVIEW WITHIN 90 DAYS OF THE NOTICE.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the claims review procedure above, if your claim is for disability benefits and disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) If the initial adverse benefit determination was based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the fiduciary will consult with a health care professional who was neither involved in or subordinate to the person who made the original benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.

(e) Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide you with a copy of the rationale at no cost to you. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow you time to respond.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days (45 days with respect to claims relating to the determination of disability benefits) after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. In such a case, you will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Plan Administrator must notify you of the determination on review no later than 120 days (or 90 days with respect to claims relating to the determination of disability benefits).

The Plan Administrator will provide written or electronic notification to you in a culturally and linguistically appropriate manner. If the initial adverse benefit determination is upheld on review, the notice will include:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination was based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration):
 - (i) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make the determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.
 - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.
 - (iii) A statement of your right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.

If the Plan offers voluntary appeal procedures, a description of those procedures and your right to obtain sufficient information about those procedures upon request to enable you to make an informed decision about whether to submit to such voluntary appeal. These procedures will include a description of your right to representation, the process for selecting the decision maker and the circumstances, if any, that may affect the impartiality of the decision maker. No fees or costs will be imposed on you as part of the voluntary appeal. A decision whether to use the voluntary appeal process will have no effect on your rights to any other Plan benefits.

- (iv) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;
 - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
 - a disability determination made by the Social Security Administration and presented by you to the Plan.

If you have a claim for benefits which is denied, then you may file suit in a state or federal court. However, in order to do so, you must file the suit no later than 180 days after the date of the Plan Administrator's final determination denying your claim.

What are my rights as a Plan Participant?

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including collective bargaining agreements and insurance contracts, if any, 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.
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements and insurance contracts, if any, 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.
- (c) 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.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your 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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension 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 or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

If it should happen that the Plan's 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, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

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 the 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.

ARTICLE L GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Becket Academy 403(b) DC Plan.

Plan Number

The Employer has assigned Plan Number 001 to your Plan.

Plan Effective Dates

This Plan was originally effective on July 1, 2001. The amended and restated provisions of the Plan become effective on January 1, 2010.

Other Plan Information

Plan Year. The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on December 31st.

The Plan will be governed by the laws of the state of the Employer's principal place of business to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon the Employer. Service of legal process may also be made upon the Employer's chief executive officer or Plan Administrator.

Employer Information

The Employer's name, address, business telephone number and identification number are:

Becket Academy, Inc.
PO Box 325
Orford, New Hampshire 03777
603-353-9102
02-0511096

Plan Administrator Information

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Plan Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Plan Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

Becket Academy, Inc.
PO Box 325
Orford, New Hampshire 03777
603-353-9102

APPENDIX
PLAN EXPENSE ALLOCATIONS

The Plan will assess against an individual Participant's account the following Plan expenses which are incurred by, or are attributable to, a particular Participant based on use of a particular Plan feature, listed by type and the amount charged. All fees are subject to change.

- [X] **Distribution following termination.** Distribution of account upon termination of employment, including preparation of required notices and elections, distribution check or transfer of funds by direct rollover, as appropriate, and tax reporting forms.
Amount: \$ 100; \$140 if distribution is from a Roth account

- [X] **QDRO.** Qualified domestic relations order ("QDRO") review and processing, including notices to parties and preparation of QDRO distribution check. In addition to the amount indicated below, the Plan will charge the Participant's account for actual legal expenses and costs if the Plan consults with legal counsel regarding the qualified status of the order.
Amount: \$ 125 hourly consulting fee

- [X] **Hardship distribution.** Hardship distribution, including application processing and preparation of required notices, elections and distribution check.
Amount: \$ 100; \$140 if distribution is from a Roth account

- [X] **In-service distribution.** Non-hardship in-service distribution, including application processing and preparation of required notices, elections and distribution check.
Amount: \$ 100; \$140 if distribution is from a Roth account

- [X] **RMD.** Required minimum distributions, including annual calculation of required minimum distribution and preparation of required notices, elections and distribution check.
Amount: \$ 100; \$140 if distribution is from a Roth account

**AMENDMENT NUMBER THREE TO
BECKET ACADEMY 403(B) DC PLAN**

**SUMMARY OF
MATERIAL MODIFICATIONS**

**I
INTRODUCTION**

This is a Summary of Material Modifications regarding the Becket Academy 403(b) DC Plan ("Plan"). Unless stated otherwise, the modifications described in this summary are effective as of January 1, 2022. This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Plan Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**II
SUMMARY OF CHANGES**

1. Determination of Service for Plan Eligibility

Year of Service. You will be credited with a Year of Service at the end of the twelve-month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service for such period. If you have not been credited with 1,000 Hours of Service by the end of such period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year) but credit will not exceed 501 hours of service for any single continuous period during which you perform no duties; and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

BECKET ACADEMY 403(B) DC PLAN

SUMMARY OF MATERIAL MODIFICATIONS

I INTRODUCTION

This is a Summary of Material Modifications regarding the Becket Academy 403(b) DC Plan ("Plan"). Unless stated otherwise, the modifications described in this summary are effective as of January 1, 2022. This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Plan Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

II SUMMARY OF CHANGES

1. Participating Employer

The Plan allows other employers to adopt its provisions. Other Employers who have adopted the provisions of the Plan are:

Maine School Solutions LLC
744 Oakland Rd.
Belgrade, Maine 04917
603-353-9412
85-1574450

Next Steps Community Services LLC
633 NH Route 10
Orford, New Hampshire 03777
603-353-9102
85-4121315

**AMENDMENT NUMBER THREE TO
BECKET ACADEMY 403(B) DC PLAN**

**SUMMARY OF
MATERIAL MODIFICATIONS**

**I
INTRODUCTION**

This is a Summary of Material Modifications regarding the Becket Academy 403(b) DC Plan ("Plan"). Unless stated otherwise, the modifications described in this summary are effective as of January 1, 2022. This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Plan Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**II
SUMMARY OF CHANGES**

1. Determination of Service for Plan Eligibility

Year of Service. You will be credited with a Year of Service at the end of the twelve-month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service for such period. If you have not been credited with 1,000 Hours of Service by the end of such period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year) but credit will not exceed 501 hours of service for any single continuous period during which you perform no duties; and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

SUMMARY PLAN DESCRIPTION MATERIAL MODIFICATIONS

This is a Summary of Material Modifications regarding the Becket Academy, Inc. 403(b) DC Plan ("Plan"). This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control. These changes were effective for 2020.

SUMMARY OF CHANGES

CARES Act Provisions

Several CARES Act provisions were implemented. **These provisions have since expired**, and this is documentation of those changes as they were applicable under the specified timeframes.

Required Minimum Distributions (RMD's) for 2020 were waived, as permitted under the Act. A Participant or Beneficiary who would have been required to receive a 2020 RMD **did not** receive the distribution unless the Participant or Beneficiary chose to receive the distribution

Coronavirus-Related Distributions

Prior to December 31, 2020, you can receive a distribution from the plan of up to \$100,000. This distribution will reduce your account balance and cannot exceed 100% of your vested account balance. You can repay this distribution to the plan (without earnings) any time within three years after receiving the distribution and restore your account balance.

If you are a Qualified Individual and you receive up to \$100,000 of retirement plan or IRA distributions between January 1, 2020 and December 30, 2020, there are several special tax benefits which apply. While the distributions are subject to ordinary income tax, you can choose to spread the tax over 3 years. The distribution is not subject to the 10% penalty tax which normally applies to distributions before age 59½. You can avoid the tax altogether if you repay the distribution to a retirement plan or IRA within three years.

**PARTICIPANT FEES
ANNUAL DISCLOSURE STATEMENT**

Becket Academy 403(b) Plan (“Plan”)

To: Plan Participants and Beneficiaries
From: Becket Academy, Plan Sponsor
Date: November 3, 2023

This disclosure statement advises you of information regarding fees associated with your participation in the Plan. Part I provides general information regarding the operation of the Plan. Part II provides information regarding charges for administrative expenses the Plan may incur. Part III provides information regarding individual expenses you may incur as a Plan Participant or Beneficiary. The Plan will also distribute an Investment Comparative Chart (“Comparative Chart”) which will inform you about the Plan’s investment alternatives.

Part I. General Plan Information

In order to initially direct your Plan investments, you must complete an Enrollment and Change Form or make your election on the following website: www.futureplanningassoc.com, then click on the **401(k) Plan Administration** button which is located under “Website Logon Links” on the right side of the website.

- After your initial election you should make any investment changes using the website listed above
- You may direct the investment of all funds held in your plan account.
- All the funds are available for changes via the website

Limitations on instructions.

You may give investment instructions on any day the New York Stock Exchange is open for business. There may be a cutoff time after which trades will be processed on the next business day. Check the website www.futureplanningassoc.com, then click on the **401(k) Plan Administration** button which is located under “Website Logon Links” on the right side of the website for cutoff times.

Voting and other rights.

- The trustee will exercise any voting or other rights associated with ownership of your investments held in your plan account.

Designated investment alternatives.

- The Plan provides designated investment alternatives into which you can direct the investment of your plan funds. The Comparative Chart lists these designated investment alternatives and provides information regarding the alternatives.

Part II. Administrative Expenses. The Plan pays outside service providers for Plan administrative services, such as legal, accounting and recordkeeping services, unless the plan sponsor elects, at its own discretion, to pay some or all of the Plan administrative expenses. The cost for these services fluctuates each year based on a variety of factors. To the extent these expenses are not paid by the plan sponsor the Plan may charge these expenses against your account on a pro-rata basis or per-capita basis. These expenses will be deducted directly from your account.

Part III. Individual Expenses. Your Plan imposes additional charges if you elect to use certain services or features. These charges are imposed specifically against your account, and are not imposed on a plan-wide basis.

The fees listed below apply if you use any of the services or features below:

Fee type	Amount
Distribution Processing Fee	\$100
Distribution Processing Fee with Roth	\$140
QDRO Review Fee	\$150 per hour

Please visit the Plan Website for a glossary of investment terms relevant to the investment options under this plan.

Becket Academy, Inc.
Becket Academy 403(b) DC Plan
Investment Comparative Chart As Of 10/31/2023

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific Internet Web site address shown below or you can contact the plan administrator. A free paper copy of the information available on the Web site(s) can be obtained by contacting your plan administrator.

Performance Information

The table below shows how plan investment alternatives have performed over time and allows you to compare them with an appropriate benchmark for the same time periods. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an option's principal risks is available on the Web site(s).

Plan Investment	Average Annual Total Return as of 10/31/2023				Benchmark Returns			
	1yr.	5yr.	10yr.	Inception	1yr.	5yr.	10yr.	Inception *
DIVERSIFIED EMERGING MKTS								
Oppenheimer Developing Markets (ODVYX) http://www.tcrfund.com/fund/FUT100/00143W875	15.95	-0.49	1.41		11.80	1.54	2.80	
	Morningstar Emerging Markets Target Mark							
FOREIGN LARGE BLEND								
HARTFORD SCHRODERS INTERNATIONAL STOCK (SCIUX) http://www.tcrfund.com/fund/FUT100/41665H441	22.99	5.56	N/A	5.98 (since 12/30/2014)	20.52	2.93		3.97 (since 12/30/2014)
	Morningstar Global ex-US Target Market E							
MFS International Diversification R4 (MDITX) http://www.tcrfund.com/fund/FUT100/55273G140	20.54	3.75	4.92		20.52	2.93	3.55	
	Morningstar Global ex-US Target Market E							
FOREIGN SMALL/MID GROWTH								
AMG Managers Cadence Emerging Companies (MECIX) http://www.tcrfund.com/fund/FUT100/00170L503	15.77	-6.53	4.14		19.13	1.53	3.46	
	Morningstar Global Markets ex-US Small-M							
GLOBAL LARGE-STOCK GROWTH								
AF New Perspective Fund - R (RNP GX) http://www.tcrfund.com/fund/FUT100/648018810	21.70	8.36	9.82		21.84	7.01	8.53	
	Morningstar Global Growth Target Market							
INTERMEDIATE CORE-PLUS BOND								
Metropolitan West Total Return Bond I (MWTIX) http://www.tcrfund.com/fund/FUT100/592905509	0.35	0.09	1.16		1.10	0.25	1.27	
	Morningstar US Core Plus Bond TR USD							
LARGE BLEND								
Columbia Contrarian Core (COFYX) http://www.tcrfund.com/fund/FUT100/19766M709	24.70	10.55	11.71		21.48	9.68	11.66	
	Morningstar US Large-Mid Cap TR USD							
MFS Research R4 (MFRJX) http://www.tcrfund.com/fund/FUT100/552981524	17.38	8.71	10.84		21.48	9.68	11.66	
	Morningstar US Large-Mid Cap TR USD							
Vanguard 500 Index (VFIAX) http://www.tcrfund.com/fund/FUT100/922908710	21.57	9.88	11.88		21.48	9.68	11.66	
	Morningstar US Large-Mid Cap TR USD							
LARGE GROWTH								
Harbor Capital Appreciation Inst (HACAX) http://www.tcrfund.com/fund/FUT100/411511504	30.23	10.37	13.60		24.67	10.73	13.08	
	Morningstar US Large-Mid Cap Broad Growt							

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Plan Investment	Average Annual Total Return as of 10/31/2023				Benchmark Returns			
	1yr.	5yr.	10yr.	Inception	1yr.	5yr.	10yr.	Inception *
JP Morgan Large Cap Growth (JLGMX) http://www.tcrfund.com/fund/FUT100/48121L841	23.20	13.38	15.32		24.67	10.73	13.08	
Morningstar US Large-Mid Cap Broad Growth								
LARGE VALUE								
American Century Value Inst (AVLIX) http://www.tcrfund.com/fund/FUT100/025076605	14.41	6.55	8.38		17.49	7.91	9.92	
Morningstar US Large-Mid Cap Broad Value								
Dodge & Cox Stock Fund (DODGX) http://www.tcrfund.com/fund/FUT100/256219106	20.88	8.61	10.64		17.49	7.91	9.92	
Morningstar US Large-Mid Cap Broad Value								
MID-CAP BLEND								
Vanguard Mid Cap Index (VIMAX) http://www.tcrfund.com/fund/FUT100/922908645	12.61	6.49	9.05		12.79	7.11	9.61	
Morningstar US Mid Cap TR USD								
MID-CAP GROWTH								
BLACKROCK MID-CAP GROWTH EQUITY (CMGIX) http://www.tcrfund.com/fund/FUT100/091928861	16.26	5.80	11.06		14.62	7.38	9.99	
Morningstar US Mid Cap Broad Growth TR U								
Goldman Sachs Growth Opportunities Inst (GGOIX) http://www.tcrfund.com/fund/FUT100/38142Y401	11.81	7.18	8.81		14.62	7.38	9.99	
Morningstar US Mid Cap Broad Growth TR U								
MID-CAP VALUE								
Fidelity Mid Cap Value (FSMVX) http://www.tcrfund.com/fund/FUT100/316128701	19.34	6.18	7.75		11.08	6.14	8.90	
Morningstar US Mid Cap Broad Value TR US								
RidgeWorth Mid-Cap Value Equity (SMVTX) http://www.tcrfund.com/fund/FUT100/92837F458	11.35	4.66	7.31		11.08	6.14	8.90	
Morningstar US Mid Cap Broad Value TR US								
Wells Fargo Special Mid Cap Value (WFPRX) http://www.tcrfund.com/fund/FUT100/94987W513	14.38	8.33	9.38		11.08	6.14	8.90	
Morningstar US Mid Cap Broad Value TR US								
MULTISECTOR BOND								
PIMCO Income Instl (PIMIX) http://www.tcrfund.com/fund/FUT100/72201F490	6.76	2.37	4.00		1.10	0.25	1.27	
Morningstar US Core Plus Bond TR USD								
SMALL BLEND								
Vanguard Small Cap Index (VSMAX) http://www.tcrfund.com/fund/FUT100/922908686	12.53	4.60	7.99		11.96	2.89	6.87	
Morningstar US Small Cap Extended TR USD								
SMALL GROWTH								
COLUMBIA SMALL CAP GROWTH INST 3 (CSGYX) http://www.tcrfund.com/fund/FUT100/19765Y340	18.66	6.63	9.78		12.52	2.09	6.88	
Morningstar US Small Cap Broad Growth Ex								
Janus Henderson Triton (JSMGX) http://www.tcrfund.com/fund/FUT100/47103C357	11.43	2.41	8.52		12.52	2.09	6.88	
Morningstar US Small Cap Broad Growth Ex								
SMALL VALUE								
FRANKLIN SMALL CAP VALUE (FRCSX) http://www.tcrfund.com/fund/FUT100/355148669	13.73	5.41	7.09		11.69	4.00	6.97	
Morningstar US Small Cap Broad Value Ext								

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Plan Investment	Average Annual Total Return as of 10/31/2023				Benchmark Returns			
	1yr.	5yr.	10yr.	Inception	1yr.	5yr.	10yr.	Inception *
Northern Small Cap Value (NOSGX) http://www.tcrfund.com/fund/FUT100/665162400	11.27	2.37	6.09		11.69	4.00	6.97	
Morningstar US Small Cap Broad Value Ext								
TARGET-DATE 2015								
AF Target Date 2015 Retirement Fund - R6 (RFJTX) http://www.tcrfund.com/fund/FUT100/02630T290	8.21	3.97	5.10		8.20	3.06	4.25	
Morningstar Lifetime Allocation Moderate								
T. Rowe Price Retirement 2015 (TRRGX) http://www.tcrfund.com/fund/FUT100/74149P796	10.10	4.05	5.26		8.20	3.06	4.25	
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2020								
AF Target Date 2020 Retirement Fund - R6 (RRCTX) http://www.tcrfund.com/fund/FUT100/02630T316	8.83	4.11	5.53		8.71	3.09	4.55	
Morningstar Lifetime Allocation Moderate								
T. Rowe Price Retirement 2020 (TRRBX) http://www.tcrfund.com/fund/FUT100/74149P200	10.71	4.37	5.83		8.71	3.09	4.55	
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2025								
AF Target Date 2025 Retirement Fund - R6 (RFDTX) http://www.tcrfund.com/fund/FUT100/02630T324	10.07	4.63	6.24		9.56	3.24	4.99	
Morningstar Lifetime Allocation Moderate								
T. Rowe Price Retirement 2025 (TRRHX) http://www.tcrfund.com/fund/FUT100/74149P788	11.87	4.82	6.40		9.56	3.24	4.99	
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2030								
AF Target Date 2030 Retirement Fund - R6 (RFETX) http://www.tcrfund.com/fund/FUT100/02630T332	12.16	5.15	7.05		10.93	3.57	5.54	
Morningstar Lifetime Allocation Moderate								
T. Rowe Price Retirement 2030 (TRRCX) http://www.tcrfund.com/fund/FUT100/74149P309	13.62	5.23	6.92		10.93	3.57	5.54	
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2035								
AF Target Date 2035 Retirement Fund - R6 (RFFTX) http://www.tcrfund.com/fund/FUT100/02630T340	14.53	6.01	7.89		12.85	4.06	6.12	
Morningstar Lifetime Allocation Moderate								
T. Rowe Price Retirement 2035 (TRRJX) http://www.tcrfund.com/fund/FUT100/74149P770	15.65	5.67	7.36		12.85	4.06	6.12	
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2040								
AF Target Date 2040 Retirement Fund - R6 (RFGTX) http://www.tcrfund.com/fund/FUT100/02630T357	16.70	6.46	8.25		14.88	4.57	6.57	
Morningstar Lifetime Allocation Moderate								
T. Rowe Price Retirement 2040 (TRRDY) http://www.tcrfund.com/fund/FUT100/74149P408	17.37	6.08	7.73		14.88	4.57	6.57	
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2045								
AF Target Date 2045 Retirement Fund - R6 (RFHTX) http://www.tcrfund.com/fund/FUT100/02630T365	17.33	6.52	8.37		16.35	4.91	6.78	
Morningstar Lifetime Allocation Moderate								

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Plan Investment	Average Annual Total Return as of 10/31/2023				Benchmark Returns			
	1yr.	5yr.	10yr.	Inception	1yr.	5yr.	10yr.	Inception *
T. Rowe Price Retirement 2045 (TRRKX) http://www.tcrfund.com/fund/FUT100/74149P762	18.41	6.42	7.96		16.35	4.91	6.78	
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2050								
AF Target Date 2050 Retirement Fund - R6 (RFITX) http://www.tcrfund.com/fund/FUT100/02630T373	17.77	6.49	8.40		17.03	5.03	6.81	
Morningstar Lifetime Allocation Moderate								
T. Rowe Price Retirement 2050 (TRRMX) http://www.tcrfund.com/fund/FUT100/74149P754	18.77	6.45	7.98		17.03	5.03	6.81	
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2055								
AF Target Date 2055 Retirement Fund - R6 (RFKTX) http://www.tcrfund.com/fund/FUT100/02630T217	18.14	6.41	8.35		17.15	5.00	6.74	
Morningstar Lifetime Allocation Moderate								
T. Rowe Price Retirement 2055 (TRRNX) http://www.tcrfund.com/fund/FUT100/74149P747	18.82	6.41	7.96		17.15	5.00	6.74	
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2060+								
AF Target Date 2060 Retirement Fund - R6 (RFUTX) http://www.tcrfund.com/fund/FUT100/02631C320	18.17	6.37	N/A	7.72 (since 03/27/2015)	17.17	4.93		6.23 (since 03/27/2015)
Morningstar Lifetime Allocation Moderate								
TARGET-DATE 2065+								
AF Target Date 2065 Retirement Fund - R6 (RFVTX) http://www.tcrfund.com/fund/FUT100/02631V591	18.23	N/A	N/A	12.39 (since 03/27/2020)	17.11			12.28 (since 03/27/2020)
Morningstar Lifetime Allocation Moderate								
TECHNOLOGY								
Blackrock Technology Opportunities Instl (BGSIX) http://www.tcrfund.com/fund/FUT100/091929612	25.21	11.68	17.27		40.99	17.32	19.24	
Morningstar US Technology TR USD								
0								
The Standard Stable Asset Fund (SSVF1) www.standard.com/	N/A	N/A	N/A		2.11	0.72	0.41	
(performance as of 09/30/2023) Morningstar Cash Trust								

* Performance data is since inception date of the fund, if fewer than 10 years of performance is available

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Fee and Expense Information

The table below shows fee and expense information for plan investment alternatives. Fees shown below are in addition to Total Annual Operating Expenses.

Plan Investment	Total Annual Operating Expenses		Shareholder Type Fees
	As a %	Per \$1000	
DIVERSIFIED EMERGING MKTS			
Oppenheimer Developing Markets	0.99%	\$9.90	
FOREIGN LARGE BLEND			
HARTFORD SCHRODERS INTERN	0.71%	\$7.10	
MFS International Diversification R4	0.84%	\$8.40	
FOREIGN SMALL/MID GROWTH			
AMG Managers Cadence Emerging C	1.30%	\$13.00	
GLOBAL LARGE-STOCK GROWTH			
AF New Perspective Fund - R	0.41%	\$4.10	
INTERMEDIATE CORE-PLUS BOND			
Metropolitan West Total Return Bond	0.45%	\$4.50	
LARGE BLEND			
Columbia Contrarian Core	0.62%	\$6.20	
MFS Research R4	0.54%	\$5.40	
Vanguard 500 Index	0.04%	\$0.40	
LARGE GROWTH			
Harbor Capital Appreciation Inst	0.72%	\$7.20	
JP Morgan Large Cap Growth	0.51%	\$5.10	
LARGE VALUE			
American Century Value Inst	0.82%	\$8.20	
Dodge & Cox Stock Fund	0.51%	\$5.10	
MID-CAP BLEND			
Vanguard Mid Cap Index	0.05%	\$0.50	
MID-CAP GROWTH			
BLACKROCK MID-CAP GROWTH	0.84%	\$8.40	
Goldman Sachs Growth Opportunities	1.00%	\$10.00	
MID-CAP VALUE			
Fidelity Mid Cap Value	0.79%	\$7.90	
RidgeWorth Mid-Cap Value Equity	1.01%	\$10.10	
Wells Fargo Special Mid Cap Value	0.69%	\$6.90	
MULTISECTOR BOND			
PIMCO Income Instl	0.62%	\$6.20	
SMALL BLEND			
Vanguard Small Cap Index	0.05%	\$0.50	
SMALL GROWTH			
COLUMBIA SMALL CAP GROWTH	0.84%	\$8.40	
Janus Henderson Triton	0.76%	\$7.60	
SMALL VALUE			
FRANKLIN SMALL CAP VALUE	0.62%	\$6.20	
Northern Small Cap Value	1.14%	\$11.40	
TARGET-DATE 2015			
AF Target Date 2015 Retirement Fund	0.30%	\$3.00	
T. Rowe Price Retirement 2015	0.50%	\$5.00	
TARGET-DATE 2020			

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Plan Investment	Total Annual Operating Expenses		Shareholder Type Fees
	As a %	Per \$1000	
AF Target Date 2020 Retirement Fund	0.30%	\$3.00	
T. Rowe Price Retirement 2020	0.53%	\$5.30	
TARGET-DATE 2025			
AF Target Date 2025 Retirement Fund	0.32%	\$3.20	
T. Rowe Price Retirement 2025	0.54%	\$5.40	
TARGET-DATE 2030			
AF Target Date 2030 Retirement Fund	0.33%	\$3.30	
T. Rowe Price Retirement 2030	0.57%	\$5.70	
TARGET-DATE 2035			
AF Target Date 2035 Retirement Fund	0.35%	\$3.50	
T. Rowe Price Retirement 2035	0.59%	\$5.90	
TARGET-DATE 2040			
AF Target Date 2040 Retirement Fund	0.36%	\$3.60	
T. Rowe Price Retirement 2040	0.60%	\$6.00	
TARGET-DATE 2045			
AF Target Date 2045 Retirement Fund	0.37%	\$3.70	
T. Rowe Price Retirement 2045	0.62%	\$6.20	
TARGET-DATE 2050			
AF Target Date 2050 Retirement Fund	0.38%	\$3.80	
T. Rowe Price Retirement 2050	0.63%	\$6.30	
TARGET-DATE 2055			
AF Target Date 2055 Retirement Fund	0.38%	\$3.80	
T. Rowe Price Retirement 2055	0.64%	\$6.40	
TARGET-DATE 2060+			
AF Target Date 2060 Retirement Fund	0.38%	\$3.80	
TARGET-DATE 2065+			
AF Target Date 2065 Retirement Fund	0.38%	\$3.80	
TECHNOLOGY			
Blackrock Technology Opportunities I	0.98%	\$9.80	
0			
The Standard Stable Asset Fund			

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the Department of Labor's Web site for an example showing the long-term effect of fees and expenses at <https://www.dol.gov/sites/dolgov/files/EBSA/about-ebsa/our-activities/resource-center/publications/understanding-retirement-plan-fees-and-expenses.pdf>. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

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Investment Restrictions

In addition to any restrictions imposed by the plan, the following restrictions are imposed by the plan investment alternative.

AF New Perspective Fund - R

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2015 Retirement Fund - R6

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2020 Retirement Fund - R6

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2025 Retirement Fund - R6

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2030 Retirement Fund - R6

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The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2035 Retirement Fund - R6

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2040 Retirement Fund - R6

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2045 Retirement Fund - R6

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2050 Retirement Fund - R6

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The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2055 Retirement Fund - R6

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2060 Retirement Fund - R6

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AF Target Date 2065 Retirement Fund - R6

The series' board determined not to adopt the purchase blocking policy currently employed by the other American Funds. The board made this decision because the nature of the funds does not lend itself to abusive market timing activities. However, American Funds Service Company will monitor for frequent trading in the funds' shares, and all transactions in fund shares are subject to the right of the series, American Funds Distributors and American Funds Service Company to restrict potentially abusive trading. In addition to reserving the right to restrict potentially abusive trading, American Funds Service Company will monitor for other types of activity that could potentially be harmful to the American Funds — for example, short-term trading activity in multiple funds. When identified, American Funds Service Company will request that the shareholder discontinue the activity. If the activity continues, American Funds Service Company will freeze the shareholder account to prevent all activity other than redemptions of fund shares.

AMG Managers Cadence Emerging Companies

Becket Academy, Inc.
Becket Academy 403(b) DC Plan
Investment Comparative Chart As Of 10/31/2023

The Board of Trustees of the Trust has adopted policies and procedures reasonably designed to prevent frequent trading in shares of the Funds. Frequent trading may result from an effort by a shareholder to engage in "market timing." These activities may disrupt management of the Funds' portfolios, increase the Funds' expenses, and have a negative impact on the Funds' performance. The Funds may be subject to additional risks of frequent trading activities because of the potential for time-zone arbitrage relating to the foreign and emerging market portfolio securities held by the Funds. As a result, these Funds may be targets for investors that seek to capitalize on price arbitrage opportunities. AMG Trilogy International Small Cap Fund may be subject to additional risks of frequent trading activities because the securities in which the Fund invests tend to be less liquid and their prices more volatile than the securities of larger capitalization companies. As described previously, the Funds have adopted procedures to minimize these risks, and the Redemption/Exchange Fee for each of AMG Trilogy Emerging Markets Equity Fund, AMG Trilogy International Small Cap Fund and AMG Trilogy Emerging Wealth Equity Fund is intended, in part, to discourage short-term and frequent trading of these Funds' shares. There may be additional risks due to frequent trading activities.

American Century Value Inst

A round trip is defined as a buy and sell that occur within 7 days. Maximum of 1 round trip allowed per 1 year period. American Century Investments uses a variety of techniques to monitor for and detect frequent trading practices. These techniques may vary depending on the type of fund, the class of shares or whether the shares are held directly or indirectly with American Century Investments. They may change from time to time as determined by American Century Investments in its sole discretion. To minimize harm to the funds and their shareholders, we reserve the right to reject any purchase order (including exchanges) from any shareholder we believe has a history of frequent trading or whose trading, in our judgment, has been or may be disruptive to the funds. In making this judgment, we may consider trading done in multiple accounts under common ownership or control. Currently, for shares held directly with American Century Investments, we may deem the sale of all or a substantial portion of a shareholder's purchase of fund shares to be frequent trading if the sale is made: within seven days of the purchase, or within 30 days of the purchase, if it happens more than once per year. To the extent practicable, we try to use the same approach for defining frequent trading for shares held through financial intermediaries. American Century Investments reserves the right, in its sole discretion, to identify other trading practices as abusive and to modify its monitoring and other practices as necessary to deal with novel or unique abusive trading practices.

BLACKROCK MID-CAP GROWTH EQUITY

If as a result of its own investigation, information provided by a Financial Intermediary or other third-party, or otherwise, the Fund believes, in its sole discretion, that your short-term trading is excessive or that you are engaging in market timing activity, it reserves the right to reject any specific purchase or exchange order. If the Fund rejects your purchase or exchange order, you will not be able to execute that transaction, and the Fund will not be responsible for any losses you therefore may suffer. For transactions placed directly with the Fund, the Fund may consider the trading history of accounts under common ownership or control for the purpose of enforcing these policies. Transactions placed through the same Financial Intermediary on an omnibus basis may be deemed part of a group for the purpose of this policy and may be rejected in whole or in part by the Fund. Certain accounts, such as omnibus accounts and accounts at Financial Intermediaries, however, include multiple investors and such accounts typically provide the Fund with net purchase or redemption and exchange requests on any given day where purchases, redemptions and exchanges of shares are netted against one another and the identity of individual purchasers, redeemers and exchangers whose orders are aggregated may not be known by the Fund.

Blackrock Technology Opportunities Instl

If as a result of its own investigation, information provided by a Financial Intermediary or other third-party, or otherwise, the Fund believes, in its sole discretion, that your short-term trading is excessive or that you are engaging in market timing activity, it reserves the right to reject any specific purchase or exchange order. If the Fund rejects your purchase or exchange order, you will not be able to execute that transaction, and the Fund will not be responsible for any losses you therefore may suffer. For transactions placed directly with the Fund, the Fund may consider the trading history of accounts under common ownership or control for the purpose of enforcing these policies. Transactions placed through the same Financial Intermediary on an omnibus basis may be deemed part of a group for the purpose of this policy and may be rejected in whole or in part by the Fund. Certain accounts, such as omnibus accounts and accounts at Financial Intermediaries, however, include multiple investors and such accounts typically provide the Fund with net purchase or redemption and exchange requests on any given day where purchases, redemptions and exchanges of shares are netted against one another and the identity of individual purchasers, redeemers and exchangers whose orders are aggregated may not be known by the Fund.

Becket Academy, Inc.
Becket Academy 403(b) DC Plan
Investment Comparative Chart As Of 10/31/2023

COLUMBIA SMALL CAP GROWTH INST 3

Maximum of 1 round trip allowed per 28 days period. The Board has adopted excessive trading policies and procedures that are designed to deter excessive trading by investors (the Excessive Trading Policies and Procedures). The Fund discourages and does not accommodate excessive trading. The Fund reserves the right to reject, without any prior notice, any purchase or exchange order for any reason, and will not be liable for any loss resulting from rejected orders. For example, the Fund may in its sole discretion restrict or reject a purchase or exchange order even if the transaction is not subject to the specific limitation described below if the Fund or its agents determine that accepting the order could interfere with efficient management of the Fund's portfolio or is otherwise contrary to the Fund's best interests. The Excessive Trading Policies and Procedures apply equally to purchase or exchange transactions communicated directly to the Transfer Agent and to those received by financial intermediaries. Specific Buying and Exchanging Limitations — If a Fund detects that an investor has made two "material round trips" in any 28-day period, it will generally reject the investor's future purchase orders, including exchange purchase orders, involving any Fund. For these purposes, a "round trip" is a purchase or exchange into the Fund followed by a sale or exchange out of the Fund, or a sale or exchange out of the Fund followed by a purchase or exchange into the Fund. A "material" round trip is one that is deemed by the Fund to be material in terms of its amount or its potential detrimental impact on the Fund. Independent of this limit, the Fund may, in its sole discretion, reject future purchase orders by any person, group or account that appears to have engaged in any type of excessive trading activity.

Columbia Contrarian Core

Maximum of 1 round trip allowed per 28 days period. The Board has adopted excessive trading policies and procedures that are designed to deter excessive trading by investors (the Excessive Trading Policies and Procedures). The Fund discourages and does not accommodate excessive trading. The Fund reserves the right to reject, without any prior notice, any purchase or exchange order for any reason, and will not be liable for any loss resulting from rejected orders. For example, the Fund may in its sole discretion restrict or reject a purchase or exchange order even if the transaction is not subject to the specific limitation described below if the Fund or its agents determine that accepting the order could interfere with efficient management of the Fund's portfolio or is otherwise contrary to the Fund's best interests. The Excessive Trading Policies and Procedures apply equally to purchase or exchange transactions communicated directly to the Transfer Agent and to those received by financial intermediaries. Specific Buying and Exchanging Limitations — If a Fund detects that an investor has made two "material round trips" in any 28-day period, it will generally reject the investor's future purchase orders, including exchange purchase orders, involving any Fund. For these purposes, a "round trip" is a purchase or exchange into the Fund followed by a sale or exchange out of the Fund, or a sale or exchange out of the Fund followed by a purchase or exchange into the Fund. A "material" round trip is one that is deemed by the Fund to be material in terms of its amount or its potential detrimental impact on the Fund. Independent of this limit, the Fund may, in its sole discretion, reject future purchase orders by any person, group or account that appears to have engaged in any type of excessive trading activity.

Dodge & Cox Stock Fund

The Funds monitor selected trades on a daily basis. Trade activity monitoring may include: reviewing accounts where a purchase and sale occurs within a short period of time; reviewing transaction amount thresholds; and making comparisons against the Funds' "known offenders" database, which contains information about investors who have violated the excessive trading policy in the past. If the Funds determine that an investor has engaged in excessive trading, the Funds may temporarily or permanently restrict the account from subsequent purchases (including purchases by exchange). In determining whether to take such actions, the Funds seek to act in a manner that is consistent with the best interests of Fund shareholders. The Funds may consider the trading history of accounts under common ownership or control for the purpose of enforcing the excessive trading policy. If a Fund believes that trading activity that appears excessive may be for legitimate purposes, the Fund may permit the investor to justify the activity. Transactions placed through the same financial intermediary on an omnibus basis may be deemed part of a group for the purpose of this policy and may be rejected in whole or in part by a Fund. The Funds or an authorized agent or sub-agent may reject any purchase order (including exchange purchases) by any investor or group of investors indefinitely, with or without prior notice to the investor, for any reason, including, in particular, purchases that they believe are attributable to excessive traders or are otherwise excessive or potentially disruptive to a Fund. Such purchase orders may be revoked or cancelled by a Fund on the next business day after receipt of the order.

FRANKLIN SMALL CAP VALUE

Becket Academy, Inc.
Becket Academy 403(b) DC Plan
Investment Comparative Chart As Of 10/31/2023

The Fund's board of trustees has adopted the following policies and procedures with respect to frequent trading in Fund shares (Frequent Trading Policy). The Fund does not intend to accommodate short-term or frequent purchases and redemptions of Fund shares that may be detrimental to the Fund. For example, this type of trading activity could interfere with the efficient management of the Fund's portfolio or materially increase the Fund's transaction costs, administrative costs or taxes. Through its transfer agent, the Fund performs ongoing monitoring of shareholder trading in shares of the Fund and other Franklin Templeton funds in order to try and identify shareholder trading patterns that suggest an ongoing short-term trading strategy. If shareholder trading patterns identified by the transfer agent through monitoring or from other information regarding the shareholder's trading activity in non-Franklin Templeton funds leads the transfer agent to reasonably conclude that such trading may be detrimental to the Fund as described in this Frequent Trading Policy, the transfer agent, on behalf of the Fund, may temporarily or permanently bar future purchases into the Fund or, alternatively, may limit the amount, number or frequency of any future purchases and/or the method by which you may request future purchases and redemptions (including purchases and/or redemptions by an exchange or transfer between the Fund and any other mutual fund). In considering an investor's trading patterns, the Fund may consider, among other factors, the investor's trading history both directly and, if known, through financial intermediaries, in the Fund, in other Franklin Templeton funds, in non-Franklin Templeton mutual funds, or in accounts under common control or ownership (see, for example, "Buying and Selling Shares - Investment by asset allocators and large shareholders" in the SAI). The transfer agent may also reject any purchase or redemption request, whether or not it represents part of any ongoing trading pattern, if the Fund's investment manager or transfer agent reasonably concludes that the amount of the requested transaction may disrupt or otherwise interfere with the efficient management of the Fund's portfolio. In determining what actions should be taken, the Fund's transfer agent may consider a variety of factors, including the potential impact of such remedial actions on the Fund and its shareholders. If the Fund is a "fund of funds," the Fund's transfer agent may take into account the impact of the trading activity and of any proposed remedial action on both the Fund and the underlying funds in which the Fund invests.

Fidelity Mid Cap Value

A round trip is defined as a buy and sell that occur within 30 days. Excessive trading violation will result in a trading restriction period of 85 days. Maximum of 3 round trips allowed per 12 month period. The Board of Trustees has adopted policies designed to discourage excessive trading of fund shares. Excessive trading activity in a fund is measured by the number of roundtrip transactions in a shareholder's account and each class of a multiple class fund is treated separately. A roundtrip transaction occurs when a shareholder sells fund shares (including exchanges) within 30 days of the purchase date. Shareholders with two or more roundtrip transactions in a single fund within a rolling 90-day period will be blocked from making additional purchases or exchange purchases of the fund for 85 days. Shareholders with four or more roundtrip transactions across all Fidelity® funds within any rolling 12-month period will be blocked for at least 85 days from additional purchases or exchange purchases across all Fidelity® funds. Any roundtrip within 12 months of the expiration of a multi-fund block will initiate another multi-fund block. Repeat offenders may be subject to long-term or permanent blocks on purchase or exchange purchase transactions in any account under the shareholder's control at any time. In addition to enforcing these roundtrip limitations, the fund may in its discretion restrict, reject, or cancel any purchases or exchanges that, in the Adviser's opinion, may be disruptive to the management of the fund or otherwise not be in the fund's interests.

Goldman Sachs Growth Opportunities Inst

Maximum of 1 round trip allowed per 90 days period. Pursuant to the policy adopted by the Board of Trustees of the Trust, Goldman Sachs has developed criteria that it uses to identify trading activity that may be excessive. Excessive trading activity in a Fund is measured by the number of "round trip" transactions in a shareholder's account. A "round trip" includes a purchase or exchange into a Fund followed or preceded by a redemption or exchange out of the same Fund. If a Fund detects that a shareholder has completed two or more round trip transactions in a single Fund within a rolling 90-day period, the Fund may reject or restrict subsequent purchase or exchange orders by that shareholder permanently. In addition, a Fund may, in its sole discretion, permanently reject or restrict purchase or exchange orders by a shareholder if the Fund detects other trading activity that is deemed to be disruptive to the management of the Fund or otherwise harmful to the Fund. For purposes of these transaction surveillance procedures, the Funds may consider trading activity in multiple accounts under common ownership, control, or influence. A shareholder that has been restricted from participation in a Fund pursuant to this policy will be allowed to apply for re-entry after one year. A shareholder applying for re-entry must provide assurances acceptable to the Fund that the shareholder will not engage in excessive trading activities in the future. Goldman Sachs may modify its surveillance procedures and criteria from time to time without prior notice regarding the detection of excessive trading or to address specific circumstances. Goldman Sachs will apply the criteria in a manner that, in Goldman Sachs' judgment, will be uniform.

HARTFORD SCHRODERS INTERNATIONAL STOCK

Becket Academy, Inc.
Becket Academy 403(b) DC Plan
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Excessive trading violation will result in a trading restriction period of 90 days. Maximum of 2 round trips allowed per 90 days period. The Boards of Directors of the Funds have adopted policies and procedures with respect to frequent purchases and redemptions of Fund shares by Fund shareholders. It is the Funds' policy to discourage investors from trading in a Fund's shares in an excessive manner that would be harmful to long-term investors. Each Fund reserves the right to reject any purchase order at any time and for any reason, without prior written notice. Each Fund also reserves the right to revoke the exchange privileges of any person at any time and for any reason. In making such determinations, the Fund may consider an investor's trading history in any of the Funds, including the person's trading history in any accounts under a person's common ownership or control. No system for prevention and detection of market timing and other abusive trading activities can be expected to identify, address or eliminate all such activities in Fund shares. Certain qualified plans participate directly in the Funds through omnibus accounts ("Qualified Plan Omnibus Accounts") and, as described above, separate accounts maintained by Hartford Life and the Insurance Companies often establish omnibus accounts in the Funds for their contract or policy holders through which transactions are placed ("Insurance Company Omnibus Accounts" and, together with Qualified Plan Omnibus Accounts, "Omnibus Accounts"). The Boards of Directors of the Funds have adopted policies and procedures relating to excessive trading in shares of the Funds through Omnibus Accounts (the "Policy"). Except as otherwise noted, with respect to investors investing through Omnibus Accounts, it is the Policy of the Funds to permit only two "substantive round trips" by an investor within any single Fund within a 90-day period. A substantive round trip is a purchase of or an exchange into a Fund and a redemption of or an exchange out of the same Fund in a dollar amount set by the Funds' transfer agent, in the reasonable exercise of its discretion. When an additional purchase or exchange order request for the Fund is received within the 90-day period, the requested transaction shall be rejected (unless such transaction was a transaction in an Omnibus Account that was identified, in accordance with the procedures described below, after it had already occurred). In addition, the person requesting such transaction shall be deemed an "Excessive Trader." All exchange and purchase privileges of an Excessive Trader shall be suspended within such Fund for the first violation of the policy for a period of 90 days. For a second violation of the policy, the exchange and purchase privileges of the Excessive Trader shall be suspended indefinitely.

Harbor Capital Appreciation Inst

A round trip is defined as a buy and sell that occur within 30 days. Excessive trading violation will result in a trading restriction period of 60 days. Maximum of 4 round trips allowed per 12 month period. The Board of Trustees has adopted policies and procedures and authorized Harbor Funds to take the following actions to discourage excessive short-term trading activity in the Funds. You may make up to four round trips in the same Fund in a 12-month period. A "round trip" is a purchase into a Fund followed by a redemption out of the same Fund (including by exchange) or a redemption out of a Fund (including by exchange) followed by a purchase into the same Fund within a 30-day period. When a purchase or redemption transaction is paired with another transaction to make one round trip, neither of those transactions is paired with a third transaction to make a second round trip. For example, if a shareholder purchases shares of a Fund on May 1, redeems those same shares on May 15 and then purchases shares in the same Fund again on June 5, the shareholder would have engaged in one round trip. The purchase on May 1 would be paired with the redemption on May 15 because the transactions occurred within a 30-day period. However, the redemption on May 15 would not be paired with the purchase on June 5 to create a second round trip because the May 15 redemption already constituted part of the earlier round trip. Different restrictions may apply if you invest through an intermediary. Harbor Funds will limit, for a period of 60 days, future purchases into a Fund by any investor who makes more than four round trips in the same Fund in a 12-month period.

JP Morgan Large Cap Growth

Excessive trading violation will result in a trading restriction period of 90 days. Maximum of 1 round trip allowed per 60 days period. The Boards of J.P. Morgan Funds have adopted various policies and procedures to identify market timers, including reviewing "round trips" in and out of J.P. Morgan Funds by investors. A "round trip" includes a purchase or exchange into a Fund followed or preceded by a redemption or exchange out of the same Fund. If the Distributor detects that you have completed two round trips within 60 days in the same Fund, the Distributor will reject your purchase and exchange orders for a period of at least 90 days. For subsequent violations, the Distributor may, in its sole discretion, reject your purchase and exchange orders temporarily or permanently. In identifying market timers, the Distributor may also consider activity of accounts that it believes to be under common ownership or control.

Janus Henderson Triton

Becket Academy, Inc.
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The Trustees have adopted policies and procedures with respect to short-term and excessive trading of Fund shares ("excessive trading"). The Funds are intended for long-term investment purposes, and the Funds will take reasonable steps to attempt to detect and deter short-term and excessive trading. Transactions placed in violation of the Funds' exchange limits or excessive trading policies and procedures may be cancelled or rescinded by a Fund by the next business day following receipt by the Fund. The trading history of accounts determined to be under common ownership or control within any of the Janus Henderson funds may be considered in enforcing these policies and procedures. As described below, however, the Funds may not be able to identify all instances of excessive trading or completely eliminate the possibility of excessive trading. In particular, it may be difficult to identify excessive trading in certain omnibus accounts and other accounts traded through intermediaries. By their nature, omnibus accounts, in which purchases and redemptions of the Funds' shares by multiple investors are aggregated by the intermediary and presented to the Funds on a net basis, may effectively conceal the identity of individual investors and their transactions from the Funds and their agents. This makes the elimination of excessive trading in the accounts impractical without the assistance of the intermediary. The Janus Henderson funds attempt to deter excessive trading through at least the following methods: 1. exchange limitations as described under "Exchanges;" 2. trade monitoring; and 3. fair valuation of securities as described under "Pricing of Fund Shares."

MFS International Diversification R4

Maximum of 2 round trips allowed per 3 month period. The fund is not intended to serve as a vehicle for frequent trading. The Board of Trustees of the fund has adopted the purchase and exchange limitation policy described below, which it believes is reasonably designed to discourage frequent fund share transactions. MFSC seeks to monitor and enforce this policy, subject to oversight by the Board of Trustees. The fund may alter its policies at any time without notice to shareholders. MFSC will generally restrict, reject or cancel purchase and exchange orders into the fund if MFSC determines that an accountholder has made two exchanges, each in an amount of \$15,000 or more, out of an account in the fund during a calendar quarter ("two exchange limit"). This policy does not apply to MFS money market funds or to exchanges initiated by a retirement plan trustee or sponsor rather than by a plan participant, and other similar non-discretionary exchanges (e.g., in connection with fund mergers/acquisitions/liquidations). MFSC may make exceptions to this policy if, in its judgment, the transaction does not represent frequent trading activity, such as purchases made through systematic purchase plans (but not systematic exchange plans), payroll contributions, or distribution investment programs. In applying this policy, MFSC considers the information available to it at the time and reserves the right to consider trading effected through multiple accounts that are under common ownership, control, or influence to be trading out of a single account.

MFS Research R4

Maximum of 2 round trips allowed per 3 month period. The fund is not intended to serve as a vehicle for frequent trading. The Board of Trustees of the fund has adopted the purchase and exchange limitation policy described below, which it believes is reasonably designed to discourage frequent fund share transactions. MFSC seeks to monitor and enforce this policy, subject to oversight by the Board of Trustees. The fund may alter its policies at any time without notice to shareholders. MFSC will generally restrict, reject or cancel purchase and exchange orders into the fund if MFSC determines that an accountholder has made two exchanges, each in an amount of \$15,000 or more, out of an account in the fund during a calendar quarter ("two exchange limit"). This policy does not apply to MFS money market funds or to exchanges initiated by a retirement plan trustee or sponsor rather than by a plan participant, and other similar non-discretionary exchanges (e.g., in connection with fund mergers/acquisitions/liquidations). MFSC may make exceptions to this policy if, in its judgment, the transaction does not represent frequent trading activity, such as purchases made through systematic purchase plans (but not systematic exchange plans), payroll contributions, or distribution investment programs. In applying this policy, MFSC considers the information available to it at the time and reserves the right to consider trading effected through multiple accounts that are under common ownership, control, or influence to be trading out of a single account.

Metropolitan West Total Return Bond I

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Maximum of 2 round trips allowed per 30 days period. The Trust reserves the right to refuse any purchase or exchange request that could adversely affect a Fund or its operations, including those from any individual or group who, in the Trust's view, is likely to engage in excessive material trading. If a purchase or exchange order into shares of a Fund is rejected, the potential investor will not benefit from any subsequent increase in the net asset value of that Fund. Future purchases into a Fund may be barred if a shareholder effects more than two round trips in shares of that Fund (meaning exchanges or redemptions following a purchase) in excess of certain de minimis limits within a 30 day period. Shareholders effecting a round trip transaction in shares of a Fund in excess of the relevant de minimis threshold more than once within the above-referenced 30-day period may receive a communication from the Fund warning that the shareholder is in danger of violating the Trust's frequent trading policy. Exceptions to these trading limits may be made only upon approval of the Funds' Chief Compliance Officer or his designee, and such exceptions are reported to the Board of Trustees on a quarterly basis. This policy may be revised from time to time by the officers of the Trust in consultation with the Board of Trustees without prior notice.

Northern Small Cap Value

Maximum of 2 round trips allowed per 3 month period. To deter excessive shareholder trading, a shareholder is restricted to no more than two "round trips" in a Fund during a calendar quarter. A "round trip" is a redemption or exchange out of a Fund followed by a purchase or exchange into the same Fund. The Trust is authorized to permit more than two "round trips" in a Fund during a calendar quarter if the Trust determines in its reasonable judgment that the Trust's excessive trading policies would not be violated. Examples of such transactions include, but are not limited to, trades involving: asset allocation programs, wrap fee programs and other investment programs offered by financial institutions where investment decisions are made on a discretionary basis by investment professionals; systematic withdrawal plans and automatic exchange plans; reinvestment of dividends, distributions or other payments; a death or post-purchase disability of the beneficial owner of the account; minimum required distributions from retirement accounts; the return of excess contributions in retirement accounts; and redemptions initiated by a Fund. In addition, the International Equity Fund, Emerging Markets Equity Index Fund, Global Real Estate Index Fund, Global Sustainability Index Fund and International Equity Index Fund each impose a redemption fee on redemptions made within 30 calendar days of purchase subject to certain exceptions. For further information, please see "Redemption Fees" on page 83. As described below and in "Redemption Fees" it should be noted that the Trust's ability to monitor and limit the trading activity of shareholders investing in a Fund through an omnibus account of a financial intermediary may be significantly limited or absent where the intermediary maintains the underlying shareholder accounts.

Oppenheimer Developing Markets

Invesco and certain of its corporate affiliates (Invesco and such affiliates, collectively, the Invesco Affiliates) currently use the following tools designed to discourage excessive short-term trading in the retail Funds: Trade activity monitoring; Discretion to reject orders; Purchase blocking; The use of fair value pricing consistent with procedures approved by the Board. The Funds (except those listed below) have adopted a policy under which any shareholder redeeming shares having a value of \$5,000 or more from a Fund on any trading day will be precluded from investing in that Fund for 30 calendar days after the redemption transaction date. The policy applies to redemptions and purchases that are part of exchange transactions. Under the purchase blocking policy, certain purchases will not be prevented and certain redemptions will not trigger a purchase block, such as: purchases and redemptions of shares having a value of less than \$5,000; systematic purchase, redemption and exchange account options; transfers of shares within the same Fund; non-discretionary rebalancing in fund-of-funds; asset allocation features; fee-based accounts; account maintenance fees; small balance account fees; plan-level omnibus Retirement and Benefit Plans; death and disability and hardship distributions; loan transactions; transfers of assets; Retirement and Benefit Plan rollovers; IRA conversions and re-characterizations; and mandatory distributions from Retirement and Benefit Plans.

PIMCO Income Instl

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The Board of Trustees of the Trust has adopted policies and procedures reasonably designed to detect and prevent short-term trading activity that may be harmful to a Fund and its shareholders. Such activities may have a detrimental effect on a Fund and its shareholders. For example, depending upon various factors such as the size of a Fund and the amount of its assets maintained in cash, short-term or excessive trading by Fund shareholders may interfere with the efficient management of the Fund's investments, increase transaction costs and taxes, and may harm the performance of the Fund and its shareholders. The Trust seeks to deter and prevent abusive trading practices, and to reduce these risks, through several methods. First, the PIMCO Senior Floating Rate Fund has elected not to impose redemption fees. Second, to the extent that there is a delay between a change in the value of a Fund's portfolio holdings and the time when that change is reflected in the NAV of the Fund's shares, the Fund is exposed to the risk that investors may seek to exploit this delay by purchasing or redeeming shares at NAVs that do not reflect appropriate fair value prices. The Trust seeks to deter and prevent this activity, sometimes referred to as "stale price arbitrage," by the appropriate use of "fair value" pricing of a Fund's portfolio securities. Third, the Trust and PIMCO seek to monitor shareholder account activities in order to detect and prevent excessive and disruptive trading practices. The Trust and PIMCO each reserves the right to restrict or refuse any purchase or exchange transactions if, in the judgment of the Trust or of PIMCO, the transaction may adversely affect the interests of a Fund or its shareholders. Among other things, the Trust may monitor for any patterns of frequent purchases and sales that appear to be made in response to short-term fluctuations in share price and may also monitor for any attempts to improperly avoid the imposition of a redemption fee. Notice of such restrictions, if any, will vary according to the particular circumstances.

RidgeWorth Mid-Cap Value Equity

A round trip is defined as a buy and sell that occur within 30 days. Maximum of 1 round trip allowed per 30 days period. Excessive trading activity is measured by the number of roundtrip transactions in an account. A roundtrip transaction is one where a shareholder buys and then sells, or sells and then buys, shares of any fund within 30 days. Shareholders of the funds are limited to one roundtrip transaction within any rolling 30-day period. Roundtrip transactions are counted at the shareholder level. In considering a shareholder's trading activity, the funds may consider, among other factors, the shareholder's trading history both directly and, if known, through financial intermediaries, in the funds, in other funds within the Virtus Mutual Fund complex, in non-Virtus funds or in accounts under common control or ownership. We do not include exchanges made pursuant to the dollar cost averaging or other similar programs when applying our market timing policies. Systematic withdrawal and/or contribution programs, mandatory retirement distributions, and transactions initiated by a plan sponsor also will not count towards the roundtrip limits. The funds may permit exchanges that management believes, in the exercise of their judgment, are not disruptive. The size of the fund and the size of the requested transaction may be considered when determining whether or not the transaction would be disruptive.

T. Rowe Price Retirement 2015

Excessive transactions and short-term trading can be harmful to fund shareholders in various ways, such as disrupting a fund's portfolio management strategies, increasing a fund's trading and other costs, and negatively affecting its performance. Short-term traders in funds that invest in foreign securities may seek to take advantage of developments overseas that could lead to an anticipated difference between the price of the funds' shares and price movements in foreign markets. While there is no assurance that T.Rowe Price can prevent all excessive and short-term trading, the Boards of the T.Rowe Price Funds have adopted the following trading limits that are designed to deter such activity and protect the funds' shareholders. The funds may revise their trading limits and procedures at any time as the Boards deem necessary or appropriate to better detect short-term trading that may adversely affect the funds, to comply with applicable regulatory requirements, or to impose additional or alternative restrictions. Subject to certain exceptions, each T. Rowe Price Fund restricts a shareholder's purchases (including through exchanges) into a fund account for a period of 30 calendar days after the shareholder has redeemed or exchanged out of that same fund account (the "30-Day Purchase Block"). The calendar day after the date of redemption is considered Day 1 for purposes of computing the period before another purchase may be made.

T. Rowe Price Retirement 2020

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Becket Academy 403(b) DC Plan
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Excessive transactions and short-term trading can be harmful to fund shareholders in various ways, such as disrupting a fund's portfolio management strategies, increasing a fund's trading and other costs, and negatively affecting its performance. Short-term traders in funds that invest in foreign securities may seek to take advantage of developments overseas that could lead to an anticipated difference between the price of the funds' shares and price movements in foreign markets. While there is no assurance that T.Rowe Price can prevent all excessive and short-term trading, the Boards of the T.Rowe Price Funds have adopted the following trading limits that are designed to deter such activity and protect the funds' shareholders. The funds may revise their trading limits and procedures at any time as the Boards deem necessary or appropriate to better detect short-term trading that may adversely affect the funds, to comply with applicable regulatory requirements, or to impose additional or alternative restrictions. Subject to certain exceptions, each T. Rowe Price Fund restricts a shareholder's purchases (including through exchanges) into a fund account for a period of 30 calendar days after the shareholder has redeemed or exchanged out of that same fund account (the "30-Day Purchase Block"). The calendar day after the date of redemption is considered Day 1 for purposes of computing the period before another purchase may be made.

T. Rowe Price Retirement 2025

Excessive transactions and short-term trading can be harmful to fund shareholders in various ways, such as disrupting a fund's portfolio management strategies, increasing a fund's trading and other costs, and negatively affecting its performance. Short-term traders in funds that invest in foreign securities may seek to take advantage of developments overseas that could lead to an anticipated difference between the price of the funds' shares and price movements in foreign markets. While there is no assurance that T.Rowe Price can prevent all excessive and short-term trading, the Boards of the T.Rowe Price Funds have adopted the following trading limits that are designed to deter such activity and protect the funds' shareholders. The funds may revise their trading limits and procedures at any time as the Boards deem necessary or appropriate to better detect short-term trading that may adversely affect the funds, to comply with applicable regulatory requirements, or to impose additional or alternative restrictions. Subject to certain exceptions, each T. Rowe Price Fund restricts a shareholder's purchases (including through exchanges) into a fund account for a period of 30 calendar days after the shareholder has redeemed or exchanged out of that same fund account (the "30-Day Purchase Block"). The calendar day after the date of redemption is considered Day 1 for purposes of computing the period before another purchase may be made.

T. Rowe Price Retirement 2030

Excessive transactions and short-term trading can be harmful to fund shareholders in various ways, such as disrupting a fund's portfolio management strategies, increasing a fund's trading and other costs, and negatively affecting its performance. Short-term traders in funds that invest in foreign securities may seek to take advantage of developments overseas that could lead to an anticipated difference between the price of the funds' shares and price movements in foreign markets. While there is no assurance that T.Rowe Price can prevent all excessive and short-term trading, the Boards of the T.Rowe Price Funds have adopted the following trading limits that are designed to deter such activity and protect the funds' shareholders. The funds may revise their trading limits and procedures at any time as the Boards deem necessary or appropriate to better detect short-term trading that may adversely affect the funds, to comply with applicable regulatory requirements, or to impose additional or alternative restrictions. Subject to certain exceptions, each T. Rowe Price Fund restricts a shareholder's purchases (including through exchanges) into a fund account for a period of 30 calendar days after the shareholder has redeemed or exchanged out of that same fund account (the "30-Day Purchase Block"). The calendar day after the date of redemption is considered Day 1 for purposes of computing the period before another purchase may be made.

T. Rowe Price Retirement 2035

Excessive transactions and short-term trading can be harmful to fund shareholders in various ways, such as disrupting a fund's portfolio management strategies, increasing a fund's trading and other costs, and negatively affecting its performance. Short-term traders in funds that invest in foreign securities may seek to take advantage of developments overseas that could lead to an anticipated difference between the price of the funds' shares and price movements in foreign markets. While there is no assurance that T.Rowe Price can prevent all excessive and short-term trading, the Boards of the T.Rowe Price Funds have adopted the following trading limits that are designed to deter such activity and protect the funds' shareholders. The funds may revise their trading limits and procedures at any time as the Boards deem necessary or appropriate to better detect short-term trading that may adversely affect the funds, to comply with applicable regulatory requirements, or to impose additional or alternative restrictions. Subject to certain exceptions, each T. Rowe Price Fund restricts a shareholder's purchases (including through exchanges) into a fund account for a period of 30 calendar days after the shareholder has redeemed or exchanged out of that same fund account (the "30-Day Purchase Block"). The calendar day after the date of redemption is considered Day 1 for purposes of computing the period before another purchase may be made.

Becket Academy, Inc.
Becket Academy 403(b) DC Plan
Investment Comparative Chart As Of 10/31/2023

T. Rowe Price Retirement 2040

Excessive transactions and short-term trading can be harmful to fund shareholders in various ways, such as disrupting a fund's portfolio management strategies, increasing a fund's trading and other costs, and negatively affecting its performance. Short-term traders in funds that invest in foreign securities may seek to take advantage of developments overseas that could lead to an anticipated difference between the price of the funds' shares and price movements in foreign markets. While there is no assurance that T.Rowe Price can prevent all excessive and short-term trading, the Boards of the T.Rowe Price Funds have adopted the following trading limits that are designed to deter such activity and protect the funds' shareholders. The funds may revise their trading limits and procedures at any time as the Boards deem necessary or appropriate to better detect short-term trading that may adversely affect the funds, to comply with applicable regulatory requirements, or to impose additional or alternative restrictions. Subject to certain exceptions, each T. Rowe Price Fund restricts a shareholder's purchases (including through exchanges) into a fund account for a period of 30 calendar days after the shareholder has redeemed or exchanged out of that same fund account (the "30-Day Purchase Block"). The calendar day after the date of redemption is considered Day 1 for purposes of computing the period before another purchase may be made.

T. Rowe Price Retirement 2045

Excessive transactions and short-term trading can be harmful to fund shareholders in various ways, such as disrupting a fund's portfolio management strategies, increasing a fund's trading and other costs, and negatively affecting its performance. Short-term traders in funds that invest in foreign securities may seek to take advantage of developments overseas that could lead to an anticipated difference between the price of the funds' shares and price movements in foreign markets. While there is no assurance that T.Rowe Price can prevent all excessive and short-term trading, the Boards of the T.Rowe Price Funds have adopted the following trading limits that are designed to deter such activity and protect the funds' shareholders. The funds may revise their trading limits and procedures at any time as the Boards deem necessary or appropriate to better detect short-term trading that may adversely affect the funds, to comply with applicable regulatory requirements, or to impose additional or alternative restrictions. Subject to certain exceptions, each T. Rowe Price Fund restricts a shareholder's purchases (including through exchanges) into a fund account for a period of 30 calendar days after the shareholder has redeemed or exchanged out of that same fund account (the "30-Day Purchase Block"). The calendar day after the date of redemption is considered Day 1 for purposes of computing the period before another purchase may be made.

T. Rowe Price Retirement 2050

Excessive transactions and short-term trading can be harmful to fund shareholders in various ways, such as disrupting a fund's portfolio management strategies, increasing a fund's trading and other costs, and negatively affecting its performance. Short-term traders in funds that invest in foreign securities may seek to take advantage of developments overseas that could lead to an anticipated difference between the price of the funds' shares and price movements in foreign markets. While there is no assurance that T.Rowe Price can prevent all excessive and short-term trading, the Boards of the T.Rowe Price Funds have adopted the following trading limits that are designed to deter such activity and protect the funds' shareholders. The funds may revise their trading limits and procedures at any time as the Boards deem necessary or appropriate to better detect short-term trading that may adversely affect the funds, to comply with applicable regulatory requirements, or to impose additional or alternative restrictions. Subject to certain exceptions, each T. Rowe Price Fund restricts a shareholder's purchases (including through exchanges) into a fund account for a period of 30 calendar days after the shareholder has redeemed or exchanged out of that same fund account (the "30-Day Purchase Block"). The calendar day after the date of redemption is considered Day 1 for purposes of computing the period before another purchase may be made.

T. Rowe Price Retirement 2055

Becket Academy, Inc.
Becket Academy 403(b) DC Plan
Investment Comparative Chart As Of 10/31/2023

Excessive transactions and short-term trading can be harmful to fund shareholders in various ways, such as disrupting a fund's portfolio management strategies, increasing a fund's trading and other costs, and negatively affecting its performance. Short-term traders in funds that invest in foreign securities may seek to take advantage of developments overseas that could lead to an anticipated difference between the price of the funds' shares and price movements in foreign markets. While there is no assurance that T.Rowe Price can prevent all excessive and short-term trading, the Boards of the T.Rowe Price Funds have adopted the following trading limits that are designed to deter such activity and protect the funds' shareholders. The funds may revise their trading limits and procedures at any time as the Boards deem necessary or appropriate to better detect short-term trading that may adversely affect the funds, to comply with applicable regulatory requirements, or to impose additional or alternative restrictions. Subject to certain exceptions, each T. Rowe Price Fund restricts a shareholder's purchases (including through exchanges) into a fund account for a period of 30 calendar days after the shareholder has redeemed or exchanged out of that same fund account (the "30-Day Purchase Block"). The calendar day after the date of redemption is considered Day 1 for purposes of computing the period before another purchase may be made.

Vanguard 500 Index

A round trip is defined as a buy and sell that occur within 30 days. Excessive trading violation will result in a trading restriction period of 30 days. Maximum of 1 round trip allowed per 30 days period. Because excessive transactions can disrupt management of a fund and increase the fund's costs for all shareholders, the board of trustees of each Vanguard fund places certain limits on frequent trading in the funds. Each Vanguard fund (other than money market funds and short-term bond funds, but including Vanguard Short-Term Inflation-Protected Securities Index Fund) limits an investor's purchases or exchanges into a fund account for 30 calendar days after the investor has redeemed or exchanged out of that fund account. ETF Shares are not subject to these frequent-trading limits.

Vanguard Mid Cap Index

A round trip is defined as a buy and sell that occur within 30 days. Excessive trading violation will result in a trading restriction period of 30 days. Maximum of 1 round trip allowed per 30 days period. Because excessive transactions can disrupt management of a fund and increase the fund's costs for all shareholders, the board of trustees of each Vanguard fund places certain limits on frequent trading in the funds. Each Vanguard fund (other than money market funds and short-term bond funds, but including Vanguard Short-Term Inflation-Protected Securities Index Fund) limits an investor's purchases or exchanges into a fund account for 30 calendar days after the investor has redeemed or exchanged out of that fund account. ETF Shares are not subject to these frequent-trading limits.

Vanguard Small Cap Index

A round trip is defined as a buy and sell that occur within 30 days. Excessive trading violation will result in a trading restriction period of 30 days. Maximum of 1 round trip allowed per 30 days period. Because excessive transactions can disrupt management of a fund and increase the fund's costs for all shareholders, the board of trustees of each Vanguard fund places certain limits on frequent trading in the funds. Each Vanguard fund (other than money market funds and short-term bond funds, but including Vanguard Short-Term Inflation-Protected Securities Index Fund) limits an investor's purchases or exchanges into a fund account for 30 calendar days after the investor has redeemed or exchanged out of that fund account. ETF Shares are not subject to these frequent-trading limits.