

# **DADE FAMILY COUNSELING 401(K) PLAN**

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# FUTURE PLANNING ASSOCIATES, INC.

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## Dade Family Counseling 401(k) Plan 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). **If you are employed by Dade Family Counseling on September 1, 2022 the one year service requirement is waived.**

**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](mailto:Shelly@Futureplanningassoc.com)

## Comparison of Traditional 401(k) and Roth 401(k)

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

**Dade Family Counseling 401(k) Plan  
Enrollment Form**

**I. Participant Information**

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

This is a: (check one)  New enrollment  Change Date of Birth \_\_\_\_\_ Date of Hire \_\_\_\_\_

**II. Participant Elections.** Effective \_\_\_\_\_ I authorize the Employer to deduct the following amount from my compensation each pay period and contribute the amount to my 401(k) Plan account:

**A. Salary deferral amount.** The Employer will withhold from my compensation (and treat as my deferrals) the following amount:

**Percentage.** \_\_\_\_% of my compensation. [not less than 1% and must specify a whole percentage number.]

**Dollar amount.** \$\_\_\_\_\_. [must specify a whole dollar amount.]

**Zero.** I do not wish to defer any amount. I hereby terminate my prior Salary Deferral Agreement

**B. Type of deferral.** I elect to make (if in A above you elected a deferral amount other than zero, you must check 1 and only 1 of the 3 boxes below):

**Regular 401(k) deferrals (pre-tax).** All of my deferrals as Regular 401(k) deferrals. I understand the amount of deferrals I have elected in this Salary Deferral Agreement will reduce my current compensation which is includible in income for the taxable year of the deferral.

**Roth 401(k) deferrals (after-tax).** All of my deferrals as Roth 401(k) deferrals. I understand the amount of deferrals I have elected in this Salary Deferral Agreement will NOT reduce my current compensation which is includible in income and that my deferrals will be includible in income for the taxable year of the deferral.

**Split deferral election.** A portion of my deferrals as Regular 401(k) deferrals and a portion of my deferrals as Roth 401(k) deferrals, as follows (if you check the "Split deferral election" box, check 1 and only 1 of the 2 boxes below, and complete both blank lines under the checked box):

\_\_\_\_% of my compensation as Regular 401(k) deferrals, AND \_\_\_\_% of my compensation as Roth 401(k) deferrals [in both blanks indicate at least 1% and specify a whole percentage number].

OR

\$\_\_\_\_\_ as Regular 401(k) deferrals, AND \$\_\_\_\_\_ as Roth 401(k) deferrals [in both blanks specify a whole dollar amount].

**C. Contribution Allocations and Investment Transfers**

I understand that these monies will be invested as I have instructed on page 2 in the Initial Investment Choice section, or as I choose in the future by using the web-site.

**I UNDERSTAND: (1) MY ELECTION REGARDING THE TYPE OF DEFERRALS IS IRREVOCABLE ONCE THE EMPLOYER WITHHOLDS THE DEFERRALS FROM MY PAY; AND (2) ANY CHANGE OF ELECTION REGARDING THE TYPE OF DEFERRALS IS EFFECTIVE ONLY FOR DEFERRALS FROM MY PAY AFTER THE PLAN ADMINISTRATOR ACCEPTS MY CHANGE OF ELECTION.**

**I UNDERSTAND I HAVE A DUTY TO REVIEW MY PAY RECORDS (PAY STUB, ETC.) TO CONFIRM THE EMPLOYER PROPERLY HAS 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 THAT MY FAILURE TO REPORT ANY DISCREPANCY MAY RESULT IN A LOSS OF OR DEFERRAL IN MY ABILITY TO DEFER.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Plan Administrator's Representative

## 401(k) 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%**):

	<u>Asset Category</u>	<u>Name</u>	<u>Ticker Symbol</u>
_____ %	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	Columbia Small Cap Value	CRRYX
_____ %	Small Cap Blend Index	Vanguard Small Cap Index	VSMAX
_____ %	Small Cap Growth	Invesco Discovery	ODIIX
_____ %	International /Global Equity	Hartford Schroders International Stock	SCIIX
_____ %	Foreign Large Blend	Principal Diversified Intl	PIIIX
_____ %	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	SSVF1
_____ %	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	RFGTK
_____ %	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](http://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: \_\_\_\_\_ DATE: \_\_\_\_\_

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# **FUTURE PLANNING ASSOCIATES, INC.**

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EMPLOYEE AND EXECUTIVE BENEFIT CONSULTANTS

## **Dade Family Counseling 401(k) Plan**

### **RETIREMENT PLAN WEBSITE GUIDE**

#### **LOGIN INSTRUCTIONS:**

- **Internet URL:** [www.futureplanningassoc.com](http://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

**DADE FAMILY COUNSELING 401(K) 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 Administrator. The 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.

DADE FAMILY COUNSELING 401(K) PLAN

DESIGNATION OF BENEFICIARY

Participant Information

Name \_\_\_\_\_

Address \_\_\_\_\_

Last 4 digits of Social Security Number \_\_\_\_\_

Marital status: ( ) married ( ) not married

1. Beneficiary designation

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 vested 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. Effect of divorce. A divorce decree automatically revokes a designation of your spouse as a beneficiary, unless a qualified domestic relations order provides otherwise.
3. 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.
4. 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 Administrator will provide you or the trustee with the additional forms you must complete.

**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.

2. Acknowledgement/Authorization

\_\_\_\_\_  
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.



**CONSENT OF SPOUSE**  
[to nonspouse primary beneficiary]

I, the undersigned spouse of the Participant named in the foregoing "Designation of Beneficiary," hereby certify I have read and understand the Designation of Beneficiary. I understand the property subject to the Designation of Beneficiary is my spouse's vested account balance under the Plan. I also understand that if my spouse predeceases me, my spouse's entire account in the Plan will become my property unless I give my written consent below for the account to pass to another beneficiary. Being fully satisfied with the provisions of the Designation of Beneficiary, I hereby consent to and accept the beneficiary designation, without regard to whether I survive or predecease my spouse. I understand that my consent is irrevocable unless my spouse changes the Designation of Beneficiary. I understand that if my spouse changes the Designation of Beneficiary to someone other than me (the spouse) as the sole primary beneficiary (*Spouse must choose one of a. or b. below*):

- a.  **Additional consent required.** I must execute and file with the Administrator a similar consent to the new Designation of Beneficiary or the Participant's new Designation of Beneficiary is ineffective and I will be the sole primary beneficiary.
  
- b.  **No additional consent required.** I waive my right to withhold my consent to any and all future changes my spouse makes to the Designation of Beneficiary. I understand that I have the right to limit my consent to the naming of the specific beneficiary in this Designation of Beneficiary by choosing (a) above.

Date of execution: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Participant's Spouse

\_\_\_\_\_  
Signature of Participant's Spouse

**Witness by Plan Representative:**

Signature of spouse witnessed this date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Plan Representative

\_\_\_\_\_  
Signature of Plan Representative

**OR**

**Witness by Notary:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public, personally appeared \_\_\_\_\_ who executed the above spouse's consent as a free and voluntary act.

IN WITNESS WHEREOF, I have signed my name and affixed my official notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

Notary Public \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**DADE FAMILY COUNSELING 401(K) PLAN**  
**SUMMARY PLAN DESCRIPTION**

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## DADE FAMILY COUNSELING 401(K) PLAN

### SUMMARY PLAN DESCRIPTION

#### INTRODUCTION TO YOUR PLAN

##### What kind of Plan is this?

Dade Family Counseling 401(k) 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 qualified retirement plan commonly referred to as a 401(k) Plan.

##### What information does this Summary provide?

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 get a better understanding of your rights and obligations under the Plan.

In this Summary, your Employer has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Administrator or other Plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the 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 Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). Your Employer may also amend or terminate this Plan. Your Employer will notify you if the provisions of the Plan that are described in this SPD change.

**Types of contributions.** The following types of contributions may be made under this Plan:

- Employee salary deferrals including Roth 401(k) deferrals
- Employer matching contributions
- Employee "rollover" contributions

#### ARTICLE I PARTICIPATION IN THE PLAN

##### How do I participate in the Plan?

Provided you are not an Excluded Employee, you may become a "Participant" in 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. You should contact the Administrator if you have questions about the timing of your Plan participation.

##### All Contributions

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- All Employees of Becket Academy, Inc., and all Employees of Mountain Valley Treatment Center

**Entry Date.** Your Entry Date will be the date on which you satisfy the eligibility requirements.

##### Salary Deferrals

**Eligibility conditions.** You will be eligible to participate for purposes of salary deferrals on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described above under "All Contributions".

**Waiver of eligibility conditions.** The service requirement for salary deferrals is waived for any Eligible Employee employed on September 1, 2022. Any such Eligible Employees will enter the Plan on January 1, 2023 (i.e., this will be their Entry Date).

### **Employer Matching Contributions**

**Eligibility conditions.** You will be eligible to participate for purposes of matching contributions when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described above under "All Contributions".

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

**Waiver of Eligibility Conditions.** The service requirement for matching contributions is waived for any Eligible Employee employed on September 1, 2022. Any such Eligible Employees will enter the Plan on January 1, 2023 (i.e., this will be their Entry Date).

### **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 during 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); 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). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

### **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. However, there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year eligibility Break in Service rule.** The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment after incurring five 1-Year Breaks in Service, you would have to resatisfy any minimum service requirements under the Plan.

**Service with another Employer.** For eligibility purposes, your Years of Service with Oliverian School; Mountain Valley Treatment Center (formerly Upper Valley Stewardship Center); Next Steps Community Services LLC; Maine School Solutions LLC will be counted.

**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 the Employer. If you may be affected by this law, ask the 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 you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan.

## **ARTICLE II EMPLOYEE CONTRIBUTIONS**

### **What are salary deferrals and how do I contribute them to the Plan?**

**Salary deferrals.** As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

**Pre-Tax 401(k) deferrals.** If you elect to make Pre-Tax 401(k) 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 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

**Roth 401(k) deferrals.** If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the 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.

**Deferral procedure.** The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Administrator. The procedure will require that you enter into a salary deferral agreement after you satisfy the Plan's eligibility requirements. You may elect to defer a portion of your salary as of your Entry Date or on each payroll period. Such election will become effective as soon as administratively feasible after it is received by the Administrator. Such election will also apply to irregular pay (e.g., bonuses). Your election will generally remain in effect until you modify or terminate it.

**Deferral modifications.** You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make any other modification 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 Administrator.

**Deferral Limit.** As a Participant, you may elect to defer an amount from your compensation each year instead of receiving that amount in cash. You may defer a percentage of your compensation. Such election will also apply to irregular pay (e.g., bonuses).

Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2022 is \$20,500. After 2022, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit. The Administrator will notify you of the maximum percentage you may defer.

**Catch-up contributions.** 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 "catch-up contributions") to the Plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum "catch-up contribution" that you can make in 2022 is \$6,500. After 2022, the maximum may increase for cost-of-living adjustments.

**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 tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 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 Administrator not 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 your Employer maintains, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings to you by April 15th.

**Allocation of deferrals.** The Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

**Distribution of deferrals.** The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD. However, if you are a highly compensated employee (generally more than 5% owners and certain family members (regardless of how much they earn), or individuals receiving wages in excess of certain amounts established by law), a distribution of amounts attributable to your salary deferrals or certain excess contributions may be required to comply with the law. The Administrator will notify you when a distribution is required.

### **What are "rollover" contributions?**

**Rollover contributions.** At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" contribution and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or 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"). This means that you will always be entitled to all amounts in your "rollover account." Rollover contributions will be affected by any investment gains or losses.

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

### **What are In-Plan Roth Conversions?**

Ordinarily, you do not pay taxes on the contributions or earnings of your accounts attributable to your employer's contributions (including accounts attributable to Employer matching contributions and accounts attributable to Employer profit sharing contributions) until you receive an actual distribution from such accounts because such amounts are usually held in what is called "pre-tax" accounts. 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 have a "qualified Roth distribution", you also do not pay taxes on the earnings that are attributable to the contributions. See the Q&A called "What are my tax consequences when I receive a distribution from the Plan?" for the definition of a qualified Roth distribution.

This Plan allows an In-Plan Roth conversion feature. That means that a portion of your funds that are already in one or more of your tax-deferred accounts under the Plan can be converted from a pre-tax basis to a Roth tax basis. For tax purposes, such recharacterized amounts will be treated by the Plan as if such funds had been Roth deferrals to your account, i.e., they will not be taxed at the time of distribution. That is because you will be taxed on the total amount being converted to a Roth tax basis for the year in which such conversion(s) are made.

Once you make an election to convert an amount to a Roth tax basis, your election 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 transfer does not affect the timing of when a distribution may be made to you under the Plan; the transfer only changes the tax character of your account. You should consult with your tax advisor prior to making a transfer election.

There are two conversion options available under the plan, In-plan Roth Rollovers and In-plan Roth Transfers. Each type of conversion is described in greater detail in the two Questions that immediately follow, because there are some technical differences between the two types.

### **What are In-Plan Roth Rollovers?**

**In-Plan Roth Rollovers.** If you are eligible for a distribution from an account and you are currently an employee, you may elect to roll over all or a portion of the distribution to a designated Roth contribution account in the Plan (referred to as an In-Plan Roth Rollover). You may only roll over the distribution directly. If you wish to convert all or a portion of a non-distributable account to a Roth tax basis, see the Question "What are In-Plan Roth Rollover Transfers?"

**Conditions and limitations on deemed distributions.** You are eligible to elect a deemed distribution solely for purposes of making an In-Plan Roth Rollover if you satisfy the condition described below:

- you have attained age 21

The following limitations apply to the In-Plan Roth Rollovers:

- The minimum In-Plan Roth Rollover amount is \$1,000.
- An In-Plan Roth Contribution can only be made from accounts which are 100% vested.



- A transfer can only be made at a time when you are still employed.
- Loans may not be distributed as part of the distribution.

The law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans. Ask the Administrator if you need more details.

**What are In-Plan Roth Rollover Transfers?**

**In-Plan Roth Rollover Transfers.** As a Participant under the Plan, you may make an In-Plan Roth Rollover Transfer (provided you are an employee at the time of the transfer). An In-Plan Roth Rollover Transfer allows you to elect to change the tax treatment of all or some of your pre-tax accounts provided the account is 100% vested, as explained below.

**Conditions and Limitations.** The following limitations apply to the In-Plan Roth Rollover Transfer:

- The minimum amount that may be transferred is \$1,000.
- A transfer can only be made from accounts which are 100% vested.
- Loans may not be distributed as part of the distribution.
- A transfer can only be made at a time when you are still employed.

**Additional Information:** See the Question entitled "What are In-Plan Roth conversions" for more information on this feature.

**ARTICLE III  
EMPLOYER CONTRIBUTIONS**

In addition to any deferrals you elect to make, your Employer may make additional contributions to the Plan. This Article describes Employer contributions that may be made to the Plan and how your share of the contribution is determined.

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

**Flexible Discretionary Matching contribution.** Your Employer may make a discretionary matching contribution equal to a percentage of your salary deferrals. Each year, your Employer will determine the amount of Flexible Discretionary Match percentage and the Employer is required to provide a separate notice no later than 60 days after the last match payment is made for the Plan Year.

**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 allocated?**

**Definition of forfeitures.** In order to reward employees who remain employed with the 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 "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article 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.

**Allocation of forfeitures.** The Employer may use forfeitures to pay Plan expenses. In some cases, remaining forfeitures will be used to reduce Employer contributions.

**ARTICLE IV  
COMPENSATION AND ACCOUNT BALANCE**

**What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. In addition, salary reductions to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included in Compensation. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply under the Plan.

## All Contributions

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

- 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 employment 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 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 2022 is \$305,000. After 2022, the dollar limit may increase for cost-of-living adjustments.

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

Generally, the law imposes a maximum limit on the amount of contributions (excluding "catch-up contributions") that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2022, this total cannot exceed the lesser of \$61,000 or 100% of your annual compensation. After 2022, the dollar limit may increase for cost-of-living adjustments.

### How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of this Plan. The Trust Fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant directed investments.** You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established 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 Section 404(c), then the fiduciaries of the Plan, including your Employer, the Trustee(s) and the 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.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of 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, the Administrator, and the Trustee 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 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.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will

be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are 100 Participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

**Terminated employee.** After you terminate employment, 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 may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Administrator will inform you when there will be a charge (or charges) directly to your account.

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

## ARTICLE V VESTING

### What is my vested interest in my account?

In order to reward employees who remain employed with the 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 ("vested") in all of the contributions until you have been employed with the 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:

- salary deferrals including Roth 401(k) 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 as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

### Employer Matching Contributions

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule. You will always, however, be 100% vested in your matching contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Years of Service	Vesting Schedule Matching Contributions Percentage
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 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 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 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); 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). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

### **What service is counted for vesting purposes?**

**Service with the Employer.** In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year Break in Service rule.** The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

**Service with another Employer.** For vesting purposes, your Years of Service with Oliverian School; Mountain Valley Treatment Center (formerly Upper Valley Stewardship Center); Next Steps Community Services LLC; Maine School Solutions LLC will be counted.

**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 the Employer. If you may be affected by this law, ask the 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 1-Year Breaks in Service, your account balance as of your termination date 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 1-Year 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 reemployment, or, if earlier, before you incur five 1-Year Breaks in Service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

### **What happens if the Plan becomes a "top-heavy plan"?**

**Top-heavy plan.** A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." "Key employees" are certain owners or officers of your Employer. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to "key employees." Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

**Top-heavy rules.** If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- Your Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a Participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

**ARTICLE VI  
DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS**

**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 and will be made in accordance with the forms of distributions available under the Plan.

**Conditions and limitations.** Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 59-1/2

The following limitations 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.

The law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans. Ask the Administrator if you need more details.

**Qualified reservist distributions.** If you were/are: (i) a reservist or national guardsman; (ii) called to active duty after September 11, 2001; and (iii) 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 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 withdraw money from my account in the event of financial hardship?**

**Hardship distributions.** You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

**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) previously incurred by you, your spouse, your dependents or your beneficiaries or necessary for you, your spouse, your dependents or your beneficiaries to obtain medical care.
- 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 yourself, your spouse, your dependents or your beneficiaries.
- 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, other dependents or beneficiaries.
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code without regard to the limit on casualty losses that are deductible for income tax purposes under IRC 165(h).
- expenses for disasters arising from federally declared disasters, such as your expenses and losses (including loss of income) attributable to that disaster, provided your principal residence or place of employment was in an area FEMA designates as qualifying for individual assistance.

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, currently available under all retirement plans that the Employer maintains.
- (c) You certify (via a form for that purpose) that you have insufficient cash or other liquid assets reasonably available to satisfy the need.

**Limitations.** The following limitations apply to hardship distributions:

- You must be employed with the Employer at the time of the hardship distribution.

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

- pre-tax deferral accounts plus earnings
- Roth 401(k) deferral accounts plus earnings

In addition, there are restrictions placed on hardship distributions which are made from certain accounts. The Employer contributions which are used to satisfy special rules that apply to 401(k) plans, may not be distributed to you on account of a hardship. Ask the Administrator if you need further details.

## **ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

### **When can I get money out of the Plan?**

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination and Hardship Distributions" for a further explanation.)

**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 the Employer. There may 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 Administrator for further details.

**Distributions for deemed severance of employment.** If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

### **What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

**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.

#### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan once you attain your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, 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 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

**Payment of benefits.** If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **How will my benefits be paid to me?**

**Lump-sum distributions.** All distributions from the Plan will be made in a single lump-sum payment. If your vested account balance exceeds \$5,000, you must consent to the distribution before it may be made.

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, 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 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or retire. You should contact the Administrator if you think you may be affected by these rules.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash only.

### **ARTICLE VIII BENEFITS AND 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 an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED) 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 NONSPOUSE 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 on a form to be supplied to you by the Administrator.

**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).

**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or your beneficiary is also 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 heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

#### **How will the death benefit be paid to my beneficiary?**

**Lump-sum distributions.** The death benefit will be paid to your beneficiary in a single lump-sum payment.

#### **When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Under the Plan, your entire death benefit must be paid to your beneficiaries within five years after your death.

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

#### **What happens if I'm a Participant, terminate employment and die before receiving all my benefits?**

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

### **ARTICLE IX 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 10% tax.

You will not be taxed on distributions of your Roth 401(k) deferrals. In addition, a distribution of the earnings on the Roth 401(k) deferrals will not be subject to tax if the distribution is a "qualified Roth 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 and 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 a Roth 401(k) deferral to our Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into our Plan) and ending on the last day of the calendar year that is 5 years later.

**Qualified reservist distributions.** If you were/are: (i) a reservist or National Guardsman; (ii) called to active duty after September 11, 2001; and (iii) 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 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:

**60-day rollover.** The rollover of 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 transfer option described below would be the better choice.

**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 the In-Plan Roth Rollover Contributions?" for special rules on In-Plan Roth Rollovers). A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the 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.** If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and 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. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the 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 expenses associated with the IRA.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE 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 X 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. 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 Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" 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 "qualified domestic relations order" is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the 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 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 Plan be amended?**

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. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) 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 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 Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the 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 Administrator.

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NOT 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 Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The 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 Administrator's receipt of your written claim for review, unless the 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 not later than 180 days after the Administrator makes a final determination to deny 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 Administrator's office and at other specified locations, all documents governing the Plan 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 Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The 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 Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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 "qualified domestic relations order" (QDRO) procedures from the 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. The court may order you to pay these costs and fees if you lose or if, 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 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 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 XI 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 Dade Family Counseling 401(k) Plan.

### **Plan Number**

Your Employer has assigned Plan Number 001 to your Plan.

### **Plan Effective Dates**

**Effective Date.** The provisions of the Plan become effective on January 1, 2023.

### **Other Plan Information**

**Valuation date.** Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

**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 begins on January 1st and ends on December 31st.

The Plan will be governed by the laws of New Hampshire 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 your Employer. Service of legal process may also be made upon the Trustee or Administrator.

### **Employer Information**

Your Employer's name, contact information and identification number are:

Dade Family Counseling Community Mental Health Center, Inc.  
1951 NW 17th Avenue  
Miami, Florida 33125  
14-1890033  
Telephone: 305-774-9570

### **Administrator Information**

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the 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 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 Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The 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 Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

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

### **Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a Trust Fund. The Trustees are responsible for the safekeeping of the Trust Fund. The Trust Fund is the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a Trust Fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustees are listed below with their contact information:

Jay Wolter, Trustee  
David Chabot, Trustee

PO Box 325  
Orford, New Hampshire 03777  
Telephone: 603-353-9102

The Trustees are collectively referred to as Trustee throughout this Summary Plan Description.

**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 (*check all that apply, and fill in the charge or method of determining the charge*). 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 from 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: \$ 150 hourly QDRO consulting fee
  
- [X] **Hardship distribution.** Hardship distribution, including application processing and preparation of required notices, elections and distribution check.  
Amount: \$ 100; \$140 if from 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 from 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 from Roth account



**APPENDIX  
ROLLOVERS FROM OTHER PLANS**

The Plan will accept Participant "rollover" contributions and/or "direct rollovers" of distributions from the types of plans specified below: (check all that apply)

**Direct Rollovers.** The Plan will accept a "direct rollover" of an eligible rollover distribution from:

- a qualified plan described in Section 401(a) of the Internal Revenue Code (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), **excluding** after-tax voluntary contributions.
- a qualified plan described in Section 401(a) of the Internal Revenue Code (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), **including** after-tax voluntary contributions.
- a qualified plan described in Section 403(a) of the Internal Revenue Code (an annuity plan), **excluding** after-tax voluntary contributions.
- a qualified plan described in Section 403(a) of the Internal Revenue Code (an annuity plan), **including** after-tax voluntary contributions.
- an annuity contract described in Section 403(b) of the Internal Revenue Code (a tax-sheltered annuity), **excluding** after-tax voluntary contributions.
- an annuity contract described in Section 403(b) of the Internal Revenue Code (a tax-sheltered annuity), **including** after-tax voluntary contributions.
- a plan described in Section 457(b) of the Internal Revenue Code (eligible deferred compensation plan).
- a Roth 401(k) deferral account under a qualified plan described in Section 401(a) of the Internal Revenue Code (a 401(k) plan).
- a Roth 401(k) deferral account under an annuity contract described in Section 403(b) of the Internal Revenue Code (a tax-sheltered annuity).
- a Participant loan from another plan.

**Participant Rollover Contributions from Other Plans.** The Plan will accept a Participant "rollover" contribution of an eligible rollover distribution from:

- a qualified plan described in Section 401(a) of the Internal Revenue Code (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan).
- a qualified plan described in Section 403(a) of the Internal Revenue Code (an annuity plan).
- an annuity contract described in Section 403(b) of the Internal Revenue Code (a tax-sheltered annuity).
- a governmental plan described in Section 457(b) of the Internal Revenue Code (eligible deferred compensation plan).

**Participant Rollover Contributions from IRAs:**

- The Plan will accept a Participant "rollover" contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the Participant has been in the SIMPLE IRA for at least two years.

## DADE FAMILY COUNSELING 401(K) PLAN

### COMMON QUESTIONS ABOUT OUR PLAN

#### Introduction

The following questions and answers highlight some of the important parts of our Plan. Remember, these are only highlights. The Summary Plan Description ("SPD") describes the Plan in much greater detail. If you have any questions about these highlights, the SPD, or the Plan, you should ask the Administrator.

**Q.** Why is your Employer sponsoring a retirement plan?

**A.** Your Employer is sponsoring this Plan to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan.

**Q.** How do I participate in the Plan?

**A.** Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Date that apply.

#### All Contributions

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- All Employees of Becket Academy, Inc., and all Employees of Mountain Valley Treatment Center

**Entry Date.** Your Entry Date will be the date on which you satisfy the eligibility requirements.

#### Salary Deferrals

**Eligibility conditions.** You will be eligible to participate for purposes of salary deferrals on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described above under "All Contributions".

**Waiver of eligibility conditions.** The service requirement for salary deferrals is waived for any Eligible Employee employed on September 1, 2022. Any such Eligible Employees will enter the Plan on January 1, 2023 (i.e., this will be their Entry Date).

#### Employer Matching Contributions

**Eligibility conditions.** You will be eligible to participate for purposes of matching contributions when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described above under "All Contributions".

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

**Waiver of eligibility conditions.** The service requirement for matching contributions is waived for any Eligible Employee employed on September 1, 2022. Any such Eligible Employees will enter the Plan on January 1, 2023 (i.e., this will be their Entry Date).

**Q.** What are salary deferrals and how do I contribute them to the Plan?

**A. Salary deferrals.** As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan. This amount is referred to as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

**Pre-Tax 401(k) deferrals.** If you elect to make Pre-Tax 401(k) 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 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

**Roth 401(k) deferrals.** If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the 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?"

You may receive additional amounts from your Employer if you do contribute.

- Q.** When will I receive payments from the Plan?
- A.** The Plan is designed to encourage you to stay with the Employer until retirement. Payment will generally occur at your Normal Retirement Date, unless you postpone your actual retirement. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age. You will attain your Normal Retirement Age when you reach age 65.

- Q.** How much will I be paid when I retire?
- A.** The amount you are paid when you retire will be based upon the amount of money your Employer has put into the Plan for you, plus or minus any earnings or losses. You should review the Article in the SPD entitled "Employer Contributions" for an explanation of how your Employer makes contributions to the Plan and how they are shared by Eligible Employees.

- Q.** How will payments be made when I retire?
- A.** All distributions from the Plan will be made in a single lump-sum payment. If your vested account balance exceeds \$5,000, you must consent to the distribution before it may be made.

You should review the Article in the SPD entitled "Benefits and Distributions Upon Termination of Employment" for a further explanation of the rules associated with the payment of benefits.

- Q.** What if I stop working before I retire?
- A.** If you stop working before you retire, you will only be entitled to the "vested percentage" of your account balance.

**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:

- salary deferrals including Roth 401(k) 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 as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

#### **Employer Matching Contributions**

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule. You will always, however, be 100% vested in your matching contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Years of Service	Vesting Schedule Matching Contributions Percentage
1	25%
2	50%
3	75%
4	100%

- Q.** If I stop working before retirement, when will my vested amount be paid?
- A.** If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

**Q.** What if I die before I retire?

**A.** Your beneficiary will be entitled to the vested portion of your interest in the Plan upon your death. If you are single, you may name anyone you like to be your beneficiary. If you are married, your spouse is your beneficiary with respect to 100% of your death benefit unless you and your spouse name someone else as your beneficiary. You should review the question entitled "Who is the beneficiary of my death benefit?" in the SPD.

**Q.** Can I withdraw money from the Plan while I'm still working?

**A.** Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 59-1/2.

This distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

In certain instances you may also receive an in-service distribution if you incur a financial hardship. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

There are various rules and restrictions regarding withdrawing money from your accounts in the Plan while you are still employed. Please review the SPD for more information on these rules and restrictions.

**NOTE: THESE QUESTIONS AND ANSWERS ARE NOT MEANT TO BE A SUBSTITUTE FOR A THOROUGH READING OF THE SUMMARY PLAN DESCRIPTION. THE PROVISIONS OF THE PLAN ARE VERY COMPLEX. IT IS NOT POSSIBLE TO FULLY EXPLAIN ALL ASPECTS OF THE PLAN IN THESE SHORT QUESTIONS AND ANSWERS. YOU SHOULD ALWAYS CONSULT THE SUMMARY PLAN DESCRIPTION IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN. IF, AFTER READING THE SUMMARY PLAN DESCRIPTION, YOU STILL HAVE QUESTIONS, YOU SHOULD CONTACT THE ADMINISTRATOR.**

**PARTICIPANT FEES  
ANNUAL DISCLOSURE STATEMENT**

**Dade Family Counseling 401(k) Plan (“Plan”)**

To: Plan Participants and Beneficiaries  
From: Dade Family Counseling, 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](http://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](http://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:

<b>Fee type</b>	<b>Amount</b>
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.

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) 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 *
<b>FOREIGN LARGE BLEND</b>								
HARTFORD SCHROEDERS INTERNATIONAL STOCK (SCLIX) <a href="http://www.tcrfund.com/fund/FUT100/41665H441">http://www.tcrfund.com/fund/FUT100/41665H441</a>	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			
Principal Diversified Intl Inst (PIIX) <a href="http://www.tcrfund.com/fund/FUT100/74253Q879">http://www.tcrfund.com/fund/FUT100/74253Q879</a>	19.90	2.81	4.11		20.52	2.93	3.55	
					Morningstar Global ex-US Target Market E			
<b>GLOBAL LARGE-STOCK GROWTH</b>								
AF New Perspective Fund - R (RNPGX) <a href="http://www.tcrfund.com/fund/FUT100/648018810">http://www.tcrfund.com/fund/FUT100/648018810</a>	21.70	8.36	9.82		21.84	7.01	8.53	
					Morningstar Global Growth Target Market			
<b>INTERMEDIATE CORE-PLUS BOND</b>								
Metropolitan West Total Return Bond I (MWTIX) <a href="http://www.tcrfund.com/fund/FUT100/592905509">http://www.tcrfund.com/fund/FUT100/592905509</a>	0.35	0.09	1.16		1.10	0.25	1.27	
					Morningstar US Core Plus Bond TR USD			
<b>LARGE BLEND</b>								
Columbia Contrarian Core (COFYX) <a href="http://www.tcrfund.com/fund/FUT100/19766M709">http://www.tcrfund.com/fund/FUT100/19766M709</a>	24.70	10.55	11.71		21.48	9.68	11.66	
					Morningstar US Large-Mid Cap TR USD			
Vanguard 500 Index (VFIAX) <a href="http://www.tcrfund.com/fund/FUT100/922908710">http://www.tcrfund.com/fund/FUT100/922908710</a>	21.57	9.88	11.88		21.48	9.68	11.66	
					Morningstar US Large-Mid Cap TR USD			
<b>LARGE GROWTH</b>								
JP Morgan Large Cap Growth (JLGMX) <a href="http://www.tcrfund.com/fund/FUT100/48121L841">http://www.tcrfund.com/fund/FUT100/48121L841</a>	23.20	13.38	15.32		24.67	10.73	13.08	
					Morningstar US Large-Mid Cap Broad Growth			
<b>LARGE VALUE</b>								
Dodge & Cox Stock Fund (DODGX) <a href="http://www.tcrfund.com/fund/FUT100/256219106">http://www.tcrfund.com/fund/FUT100/256219106</a>	20.88	8.61	10.64		17.49	7.91	9.92	
					Morningstar US Large-Mid Cap Broad Value			
<b>MID-CAP BLEND</b>								
Vanguard Mid Cap Index (VIMAX) <a href="http://www.tcrfund.com/fund/FUT100/922908645">http://www.tcrfund.com/fund/FUT100/922908645</a>	12.61	6.49	9.05		12.79	7.11	9.61	
					Morningstar US Mid Cap TR USD			
<b>MID-CAP GROWTH</b>								
BLACKROCK MID-CAP GROWTH EQUITY (CMGIX) <a href="http://www.tcrfund.com/fund/FUT100/091928861">http://www.tcrfund.com/fund/FUT100/091928861</a>	16.26	5.80	11.06		14.62	7.38	9.99	
					Morningstar US Mid Cap Broad Growth TR U			
<b>MID-CAP VALUE</b>								

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

Plan Investment	Average Annual Total Return as of 10/31/2023				Benchmark Returns			
	1yr.	5yr.	10yr.	Inception	1yr.	5yr.	10yr.	Inception *
Wells Fargo Special Mid Cap Value (WFPRX) <a href="http://www.tcrfund.com/fund/FUT100/94987W513">http://www.tcrfund.com/fund/FUT100/94987W513</a>	14.38	8.33	9.38		11.08	6.14	8.90	Morningstar US Mid Cap Broad Value TR US
<b>MULTISECTOR BOND</b>								
PIMCO Income Instl (PIMIX) <a href="http://www.tcrfund.com/fund/FUT100/72201F490">http://www.tcrfund.com/fund/FUT100/72201F490</a>	6.76	2.37	4.00		1.10	0.25	1.27	Morningstar US Core Plus Bond TR USD
<b>SMALL BLEND</b>								
Vanguard Small Cap Index (VSMAX) <a href="http://www.tcrfund.com/fund/FUT100/922908686">http://www.tcrfund.com/fund/FUT100/922908686</a>	12.53	4.60	7.99		11.96	2.89	6.87	Morningstar US Small Cap Extended TR USD
<b>SMALL GROWTH</b>								
Invesco Discovery (ODIIX) <a href="http://www.tcrfund.com/fund/FUT100/00141G641">http://www.tcrfund.com/fund/FUT100/00141G641</a>	8.50	6.71	9.60		12.52	2.09	6.88	Morningstar US Small Cap Broad Growth Ex
<b>SMALL VALUE</b>								
Columbia Small Cap Value II (CRRYX) <a href="http://www.tcrfund.com/fund/FUT100/19766B240">http://www.tcrfund.com/fund/FUT100/19766B240</a>	11.22	4.68	7.08		11.69	4.00	6.97	Morningstar US Small Cap Broad Value Ext
<b>TARGET-DATE 2015</b>								
AF Target Date 2015 Retirement Fund - R6 (RFJTX) <a href="http://www.tcrfund.com/fund/FUT100/02630T290">http://www.tcrfund.com/fund/FUT100/02630T290</a>	8.21	3.97	5.10		8.20	3.06	4.25	Morningstar Lifetime Allocation Moderate
<b>TARGET-DATE 2020</b>								
AF Target Date 2020 Retirement Fund - R6 (RRCTX) <a href="http://www.tcrfund.com/fund/FUT100/02630T316">http://www.tcrfund.com/fund/FUT100/02630T316</a>	8.83	4.11	5.53		8.71	3.09	4.55	Morningstar Lifetime Allocation Moderate
<b>TARGET-DATE 2025</b>								
AF Target Date 2025 Retirement Fund - R6 (RFDTX) <a href="http://www.tcrfund.com/fund/FUT100/02630T324">http://www.tcrfund.com/fund/FUT100/02630T324</a>	10.07	4.63	6.24		9.56	3.24	4.99	Morningstar Lifetime Allocation Moderate
<b>TARGET-DATE 2030</b>								
AF Target Date 2030 Retirement Fund - R6 (RFETX) <a href="http://www.tcrfund.com/fund/FUT100/02630T332">http://www.tcrfund.com/fund/FUT100/02630T332</a>	12.16	5.15	7.05		10.93	3.57	5.54	Morningstar Lifetime Allocation Moderate
<b>TARGET-DATE 2035</b>								
AF Target Date 2035 Retirement Fund - R6 (RFFTX) <a href="http://www.tcrfund.com/fund/FUT100/02630T340">http://www.tcrfund.com/fund/FUT100/02630T340</a>	14.53	6.01	7.89		12.85	4.06	6.12	Morningstar Lifetime Allocation Moderate
<b>TARGET-DATE 2040</b>								
AF Target Date 2040 Retirement Fund - R6 (RFGTX) <a href="http://www.tcrfund.com/fund/FUT100/02630T357">http://www.tcrfund.com/fund/FUT100/02630T357</a>	16.70	6.46	8.25		14.88	4.57	6.57	Morningstar Lifetime Allocation Moderate
<b>TARGET-DATE 2045</b>								
AF Target Date 2045 Retirement Fund - R6 (RFHTX) <a href="http://www.tcrfund.com/fund/FUT100/02630T365">http://www.tcrfund.com/fund/FUT100/02630T365</a>	17.33	6.52	8.37		16.35	4.91	6.78	Morningstar Lifetime Allocation Moderate
<b>TARGET-DATE 2050</b>								
AF Target Date 2050 Retirement Fund - R6 (RFITX) <a href="http://www.tcrfund.com/fund/FUT100/02630T373">http://www.tcrfund.com/fund/FUT100/02630T373</a>	17.77	6.49	8.40		17.03	5.03	6.81	Morningstar Lifetime Allocation Moderate



**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

Plan Investment	Average Annual Total Return as of 10/31/2023				Benchmark Returns			
	1yr.	5yr.	10yr.	Inception	1yr.	5yr.	10yr.	Inception *
<b>TARGET-DATE 2055</b>								
AF Target Date 2055 Retirement Fund - R6 (RFKTX) <a href="http://www.tcrfund.com/fund/FUT100/02630T217">http://www.tcrfund.com/fund/FUT100/02630T217</a>	18.14	6.41	8.35		17.15	5.00	6.74	
Morningstar Lifetime Allocation Moderate								
<b>TARGET-DATE 2060+</b>								
AF Target Date 2060 Retirement Fund - R6 (RFUTX) <a href="http://www.tcrfund.com/fund/FUT100/02631C320">http://www.tcrfund.com/fund/FUT100/02631C320</a>	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								
<b>TARGET-DATE 2065+</b>								
AF Target Date 2065 Retirement Fund - R6 (RFVTX) <a href="http://www.tcrfund.com/fund/FUT100/02631V591">http://www.tcrfund.com/fund/FUT100/02631V591</a>	18.23	N/A	N/A	12.39 (since 03/27/2020)	17.11			12.28 (since 03/27/2020)
Morningstar Lifetime Allocation Moderate								
<b>TECHNOLOGY</b>								
Blackrock Technology Opportunities Instl (BGSIX) <a href="http://www.tcrfund.com/fund/FUT100/091929612">http://www.tcrfund.com/fund/FUT100/091929612</a>	25.21	11.68	17.27		40.99	17.32	19.24	
Morningstar US Technology TR USD								
<b>0</b>								
The Standard Stable Asset Fund (SSVF1) <a href="http://www.standard.com/">www.standard.com/</a>	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

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

**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	
<b>FOREIGN LARGE BLEND</b>			
HARTFORD SCHRODERS INTERN	0.71%	\$7.10	
Principal Diversified Intl Inst	0.91%	\$9.10	
<b>GLOBAL LARGE-STOCK GROWTH</b>			
AF New Perspective Fund - R	0.41%	\$4.10	
<b>INTERMEDIATE CORE-PLUS BOND</b>			
Metropolitan West Total Return Bond	0.45%	\$4.50	
<b>LARGE BLEND</b>			
Columbia Contrarian Core	0.62%	\$6.20	
Vanguard 500 Index	0.04%	\$0.40	
<b>LARGE GROWTH</b>			
JP Morgan Large Cap Growth	0.51%	\$5.10	
<b>LARGE VALUE</b>			
Dodge & Cox Stock Fund	0.51%	\$5.10	
<b>MID-CAP BLEND</b>			
Vanguard Mid Cap Index	0.05%	\$0.50	
<b>MID-CAP GROWTH</b>			
BLACKROCK MID-CAP GROWTH	0.84%	\$8.40	
<b>MID-CAP VALUE</b>			
Wells Fargo Special Mid Cap Value	0.69%	\$6.90	
<b>MULTISECTOR BOND</b>			
PIMCO Income Instl	0.62%	\$6.20	
<b>SMALL BLEND</b>			
Vanguard Small Cap Index	0.05%	\$0.50	
<b>SMALL GROWTH</b>			
Invesco Discovery	0.65%	\$6.50	
<b>SMALL VALUE</b>			
Columbia Small Cap Value II	0.88%	\$8.80	
<b>TARGET-DATE 2015</b>			
AF Target Date 2015 Retirement Fund	0.30%	\$3.00	
<b>TARGET-DATE 2020</b>			
AF Target Date 2020 Retirement Fund	0.30%	\$3.00	
<b>TARGET-DATE 2025</b>			
AF Target Date 2025 Retirement Fund	0.32%	\$3.20	
<b>TARGET-DATE 2030</b>			
AF Target Date 2030 Retirement Fund	0.33%	\$3.30	
<b>TARGET-DATE 2035</b>			
AF Target Date 2035 Retirement Fund	0.35%	\$3.50	
<b>TARGET-DATE 2040</b>			
AF Target Date 2040 Retirement Fund	0.36%	\$3.60	
<b>TARGET-DATE 2045</b>			
AF Target Date 2045 Retirement Fund	0.37%	\$3.70	
<b>TARGET-DATE 2050</b>			
AF Target Date 2050 Retirement Fund	0.38%	\$3.80	

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

Plan Investment	Total Annual Operating Expenses		Shareholder Type Fees
	As a %	Per \$1000	
<b>TARGET-DATE 2055</b>			
AF Target Date 2055 Retirement Fund	0.38%	\$3.80	
<b>TARGET-DATE 2060+</b>			
AF Target Date 2060 Retirement Fund	0.38%	\$3.80	
<b>TARGET-DATE 2065+</b>			
AF Target Date 2065 Retirement Fund	0.38%	\$3.80	
<b>TECHNOLOGY</b>			
Blackrock Technology Opportunities I	0.98%	\$9.80	
<b>0</b>			
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.

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

**Investment Restrictions**

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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

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

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

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

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.

BLACKROCK MID-CAP GROWTH EQUITY

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

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.

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.

Columbia Small Cap Value II

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

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.

**HARTFORD SCHRODERS INTERNATIONAL STOCK**



**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

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.

**Invesco Discovery**

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.

**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.

**Metropolitan West Total Return Bond I**

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

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.

**PIMCO Income Instl**

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.

**Principal Diversified Intl Inst**

Excessive trading violation will result in a trading restriction period of 30 days. Maximum of 1 round trip allowed per 30 days period. The Board of Directors of the Fund has also adopted policies and procedures with respect to frequent purchases and redemptions of shares of the Fund. The Fund monitors shareholder trading activity to identify and take action against abuses. When we do identify abusive trading, we will apply our policies and procedures in a fair and uniform manner. While our policies and procedures are designed to identify and protect against abusive trading practices, there can be no certainty that we will identify and prevent abusive trading in all instances. If we are not able to identify such excessive trading practices, the Fund and its shareholders may be harmed. The harm of undetected excessive trading in shares of the underlying funds in which the funds of funds invest could flow through to the funds of funds as they would for any fund shareholder. The Fund has reserved the right to accept or reject, without prior written notice, any exchange requests. In some instances, an exchange may be completed before a determination of abusive trading. In those instances, we will reverse the exchange and return the account holdings to the positions held before the exchange. We will give the shareholder written notice in this instance. In addition to taking any of the foregoing actions, if we, or the Fund, deem abusive trading practices to be occurring, we may require a holding period of a minimum of 30 days before permitting exchanges among the Funds where there is evidence of at least one round-trip exchange (exchange or redemption of shares that were purchased within 30 days of the exchange/redemption). The Fund has adopted an exchange frequency restriction, described above in "Exchange of Fund Shares" to limit excessive trading in fund shares.

**Vanguard 500 Index**

**Dade Family Counseling Community Mental Health Center, Inc.**  
**Dade Family Counseling 401(k) Plan**  
**Investment Comparative Chart As Of 10/31/2023**

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.