

# 403(b) Summary Plan Description

Comprehensive  
ERISA Volume  
Submitter 403(b)  
Plan

# Comprehensive ERISA Volume Submitter 403(b) Plan for 501(c)(3)

## Tax-Exempt Organizations

### Summary Plan Description

Plan Name: Goodwill Industries of Northwest 403(b) Plan

Your Employer has adopted the 403(b) named above (“the Plan”) to help you and other employees save for retirement.

Your Employer established the Plan by signing a complex legal agreement—the Plan document—which contains all of the provisions that the Internal Revenue Service (IRS) requires. The Plan document, together with your Individual Agreement specifies all of the provisions that govern your benefits under the Plan. The Plan document must follow certain federal laws and regulations that apply to retirement plans. The Plan document may change as new or revised laws or regulations take effect. Your Employer also has the right to modify certain features of the Plan from time to time. You will be notified about changes affecting your rights under the Plan.

This Summary Plan Description (SPD) summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about certain Plan features or have questions about the information contained in this SPD, you should contact your Employer. You may also see a copy of the Plan document by making arrangements with your Employer. Certain terms in the SPD have a special meaning when used in the Plan. These terms are capitalized throughout the SPD and are defined in more detail in the DEFINITIONS section of the SPD. If any information in this SPD conflicts with the terms of the Plan document adopted by your Employer, the terms of the Plan document—not this SPD—will apply.

This SPD summarizes features of your Employer’s current Plan document. When the Plan is being restated (updated), you will receive a revised SPD. When you receive a revised SPD, please note that some provisions from prior versions of your Employer’s Plan document may continue to apply to some of the assets under the Plan. In addition, some provisions under this Plan document may have special effective dates. A summary of any prior Plan provisions or special effective dates (and who is affected by these special provisions) is listed in the section titled EFFECTIVE DATES.

**NOTE:** *All options in this document are dependent on the provisions of your Individual Agreement. An option must be allowed by both your Employer’s Plan and your Individual Agreement to be available to you.*

# Table of Contents

<b>EMPLOYER INFORMATION</b>	<b>1</b>
Who established the Plan? .....	1
<b>EFFECTIVE DATES</b>	<b>1</b>
When did the Plan become effective? .....	1
<b>ELIGIBILITY</b>	<b>2</b>
What age and/or service requirements do I have to meet before I am eligible to participate in the Plan? .....	2
Am I eligible to participate in the Plan for purposes of making Deferrals? .....	3
Am I eligible to receive Matching Contributions and/or receive Employer Contributions and/or make Mandatory Employee Contributions into the Plan? .....	3
When can I enter the Plan? .....	4
What happens to my Plan eligibility if I terminate my employment and am later rehired? .....	4
Once I am a Plan Participant, what must I do to continue to participate in the Plan? .....	4
<b>CONTRIBUTIONS</b>	<b>5</b>
Can I contribute to the Plan? .....	5
Am I allowed to make Nondeductible Employee Contributions to this Plan? .....	6
How do I start making contributions? .....	6
Can I change my contribution rate or stop making Deferrals after I start participating in the Plan? .....	6
What if I contribute too much to the Plan? .....	6
What if I don't make an election to contribute some of my Compensation into the Plan? .....	7
If I am automatically enrolled, how much will be contributed on my behalf and will the amount of contributions change? .....	7
Will my Employer make contributions on my behalf under the QACA? .....	9
If I make an election to defer, will the amount of my contributions change? .....	9
Are there any amounts that I must contribute to the Plan? .....	10
If I make contributions to the Plan, will my Employer match any of those contributions? .....	10
Will my Employer make safe harbor contributions on my behalf? .....	11
Will my Employer make Employer Contributions to the Plan? .....	12
Will my Employer make any other types of contributions to the Plan on my behalf? .....	14
If I have money in other retirement plans, can I combine them with my money in this Plan? .....	15
Are there any limits on how much can be contributed for me? .....	16
Will contributions be made for me if I am called to military service? .....	16
If I die or become Disabled during military service, will the time I was providing military service be considered for determining whether I will receive Employer contributions? .....	16
<b>VESTING AND FORFEITURES</b>	<b>16</b>
Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan? .....	16
If I become Disabled during military service, will the time during which I was providing military service be considered for determining the vested portion of my Plan balance? .....	17
What happens to my nonvested percentage if I terminate employment? .....	18

<b>DISTRIBUTIONS AND LOANS</b>	<b>18</b>
Will I ever be required to take my money out of the Plan? .....	18
What Employer contributions are available to me if I terminate employment before I reach Normal Retirement Age?.....	19
Are my Deferrals available to me once I terminate employment? .....	19
Can I withdraw money from the Plan while I am still employed?.....	19
Will I be permitted to withdraw Deferrals that are automatically contributed to the Plan on my behalf? .....	20
How will my money be distributed to me if my balance is less than the cashout level or if I request a payment from the Plan? .....	21
How do I request a payout? .....	21
What if I die before receiving all of my money from the Plan?.....	21
If I am married, does my spouse have to approve my distributions from the Plan? .....	22
Do any penalties or restrictions apply to my payments? .....	22
What if the Plan is terminated? .....	22
Can I take a loan from the Plan?.....	23
How do I apply for a loan? .....	23
What if I don't repay my loan?.....	23
<b>DEFINITIONS</b>	<b>24</b>
<b>INVESTING YOUR PLAN ACCOUNT</b>	<b>27</b>
Am I responsible for selecting the investments for my account under the Plan? .....	27
How frequently can I change my investment elections? .....	28
Where will Plan contributions be invested? .....	28
<b>ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA</b>	<b>28</b>
Who established the Plan? .....	28
Who is responsible for the day-to-day operations of the Plan? .....	28
Who pays the expenses for operating the Plan? .....	28
Does my Employer have the right to change the Plan?.....	29
Does participation in the Plan provide any legal rights regarding my employment? .....	29
Can creditors or other individuals request a payout from my Plan balance? .....	29
How do I file a claim? .....	29
What if my claim is denied, in whole or in part?.....	29
May I appeal the decision of the Employer? .....	30
If I need to take legal action that involves the Plan, who is the agent for service of legal process? .....	31
If the Plan terminates, does the federal government insure my benefits under the Plan? .....	31
What are my legal rights and protections under the Plan? .....	32

## EMPLOYER INFORMATION

### Who established the Plan?

The official name of the Plan is Goodwill Industries of Northwest 403(b) Plan.

The Employer who adopted the Plan is Goodwill Industries of Northwest North Carolina, Inc.

Federal Tax Identification Number: 56-0588474

Business Address: 2701 University Parkway Winston-Salem NC 27105

Business Telephone Number: 336-714-3057

Plan Sequence Number: 003

Additional Employers that share common control with your Employer may also adopt the Plan. You may obtain a complete list of other Employers adopting the Plan by submitting a written request to your Employer.

This Plan is a 403(b) defined contribution plan, which means that contributions to the Plan made on your behalf (and earnings) will be separately accounted for within the Plan.

## EFFECTIVE DATES

### When did the Plan become effective?

**New Plan**

The effective date of the Plan is \_\_\_\_\_.

Unless otherwise indicated below, Deferrals will be effective on the same date as the Plan.

You may begin making pre-tax Deferrals on

The next payroll date following the effective date listed above.

\_\_\_\_\_.

You may begin making Roth Deferrals on

The next payroll date following the effective date listed above.

\_\_\_\_\_.

**Amendment and Restatement of a Prior Plan**

Your Employer has amended and restated the Plan, which was originally adopted on 06/01/2016.

The effective date of this amended Plan is 05/01/2021.

This Plan is a frozen Plan effective on \_\_\_\_\_. You will not be eligible to contribute to the Plan based on Compensation earned after this date. You will not be eligible for any additional Employer contributions after this date unless your Employer must make a contribution to meet prior obligations or certain IRS requirements for the year the Plan is frozen.

Unless otherwise indicated below, Deferrals will be effective on the same date as the amended Plan, if they are added by this amendment or restatement.

You may begin making pre-tax Deferrals on

The next payroll date following the effective date listed above.

\_\_\_\_\_.

You may begin making Roth Deferrals on

The next payroll date following the effective date listed above.

\_\_\_\_\_.

**NOTE:** *Deferral commencement dates are only included here if pre-tax and/or Roth Deferrals are new to the Plan with this amendment.*

**Special Effective Dates**

If this option is selected, certain features of the Plan take effect on the dates listed below rather than on the general Plan effective date listed above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ELIGIBILITY

### Q1. What age and/or service requirements do I have to meet before I am eligible to participate in the Plan?

You will generally become eligible to participate in the Plan after you meet the age and service requirements for each type of contribution listed below.

**NOTE:** Any requirements for Deferrals below will only apply if you can make Deferrals into another plan maintained by your Employer that does not have any age and years of service requirements. If the Deferral elections for age and eligibility service are not completed below, you will become eligible to make Deferrals into the Plan immediately unless you are in an excluded class.

**Age:**

Pre-tax Deferrals \_\_\_\_\_      Matching Contributions \_\_\_\_\_      Safe Harbor/QACA Safe Harbor Contributions \_\_\_\_\_  
Roth Deferrals \_\_\_\_\_      Employer Nonelective Contributions \_\_\_\_\_      Mandatory Employee Contributions \_\_\_\_\_

**Eligibility Service:**

- No eligibility service requirements apply.
  - Pre-tax Deferrals       Matching Contributions       Safe Harbor/QACA Safe Harbor Contributions
  - Roth Deferrals       Employer Nonelective Contributions       Mandatory Employee Contributions
  
- You must complete \_\_\_\_\_ consecutive months of eligibility service beginning with your hire date.
  - Pre-tax Deferrals       Matching Contributions       Safe Harbor/QACA Safe Harbor Contributions
  - Roth Deferrals       Employer Nonelective Contributions       Mandatory Employee Contributions
  
- You must complete \_\_\_\_\_ consecutive months of eligibility service during which you work at least \_\_\_\_\_ hours.
  - Pre-tax Deferrals       Matching Contributions       Safe Harbor/QACA Safe Harbor Contributions
  - Roth Deferrals       Employer Nonelective Contributions       Mandatory Employee Contributions
  
- You must complete one year of eligibility service.
  - Pre-tax Deferrals       Matching Contributions       Safe Harbor/QACA Safe Harbor Contributions
  - Roth Deferrals       Employer Nonelective Contributions       Mandatory Employee Contributions
  
- You must complete two years of eligibility service.
  - Matching Contributions       Employer Nonelective Contributions       Mandatory Employee Contributions
  
- Other.
  - Pre-tax Deferrals \_\_\_\_\_
  - Roth Deferrals \_\_\_\_\_
  - Matching Contributions \_\_\_\_\_
  - Safe Harbor/QACA Safe Harbor Contributions \_\_\_\_\_
  - Employer Nonelective Contributions \_\_\_\_\_
  - Mandatory Employee Contributions \_\_\_\_\_

You will be credited with a year of eligibility service if

- You worked at least \_\_\_\_\_ hours during the eligibility measuring period. You will need to work \_\_\_\_\_ hours to avoid a break in eligibility service.
- Not applicable. There is either no service requirement, or a partial-year service requirement, for you to participate in the Plan for all types of contributions, or the elapsed time method of determining service is used. If the elapsed time method is used (refer to the definition of Hours of Service) no set number of hours will be required and you will incur a break in service for eligibility purposes if you terminate service with your Employer and do not work for a full 12-month period.

Your initial eligibility measuring period will be the 12-month period beginning with your hire date. If you do not satisfy the eligibility requirements during that first measuring period, eligibility will be calculated based on

- the Plan Year.
- a 12-month period beginning with the anniversary of your hire date.
- Not applicable. There is either no service requirement, or a partial-year service requirement, for you to participate in the Plan for all types of contributions, or the elapsed time method of determining service is used.

These age and service requirements will not apply to you, and you will be eligible to enter the Plan on the next entry date if you  were employed by the Employer when this Plan became effective, and you are included in the following group(s):

- 
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Pre-tax Deferrals | <input type="checkbox"/> Matching Contributions             | <input type="checkbox"/> Safe Harbor/QACA Safe Harbor Contributions |
| <input type="checkbox"/> Roth Deferrals    | <input type="checkbox"/> Employer Nonelective Contributions | <input type="checkbox"/> Mandatory Employee Contributions           |

were employed by the Employer on \_\_\_\_\_, and you are included in the following group(s):

- 
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Pre-tax Deferrals | <input type="checkbox"/> Matching Contributions             | <input type="checkbox"/> Safe Harbor/QACA Safe Harbor Contributions |
| <input type="checkbox"/> Roth Deferrals    | <input type="checkbox"/> Employer Nonelective Contributions | <input type="checkbox"/> Mandatory Employee Contributions           |

became an employee when your prior employer was merged with or acquired by the Employer, you were employed on \_\_\_\_\_, and you were employed by the following employers or are included in the following group(s):

- 
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Pre-tax Deferrals | <input type="checkbox"/> Matching Contributions             | <input type="checkbox"/> Safe Harbor/QACA Safe Harbor Contributions |
| <input type="checkbox"/> Roth Deferrals    | <input type="checkbox"/> Employer Nonelective Contributions | <input type="checkbox"/> Mandatory Employee Contributions           |

If the Plan document is being amended or restated on to a new Plan document and you were eligible to participate in the prior plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

## Q2. Am I eligible to participate in the Plan for purposes of making Deferrals?

You will generally be eligible to participate in the Plan for purpose of making Deferrals, unless you fall into one of the categories listed below. If a category is selected below, the participation restrictions will apply to the types of contributions checked under that category.

- You are eligible to participate in a 401(k) plan maintained by your Employer in which you may make Deferrals.
- |  |   |
|--|---|
| <input type="checkbox"/> Pre-tax Deferrals and Safe Harbor Contributions | <input type="checkbox"/> Roth Deferrals |
|--|---|
- You are eligible to participate in another 403(b) plan maintained by your Employer in which you may make Deferrals.
- |  |   |
|--|---|
| <input type="checkbox"/> Pre-tax Deferrals and Safe Harbor Contributions | <input type="checkbox"/> Roth Deferrals |
|--|---|
- You are eligible to participate in another 457(b) plan maintained by your Employer in which you may make Deferrals.
- |  |   |
|--|---|
| <input type="checkbox"/> Pre-tax Deferrals and Safe Harbor Contributions | <input type="checkbox"/> Roth Deferrals |
|--|---|
- You will not make a Deferral of at least \$200 per year.
- |  |   |
|--|---|
| <input type="checkbox"/> Pre-tax Deferrals and Safe Harbor Contributions | <input type="checkbox"/> Roth Deferrals |
|--|---|
- You are a nonresident alien who receives no income from within the United States.
- |  |   |
|--|---|
| <input type="checkbox"/> Pre-tax Deferrals and Safe Harbor Contributions | <input type="checkbox"/> Roth Deferrals |
|--|---|
- You are a student who is enrolled in and regularly attends classes offered by your Employer if your Employer is a school, college or university.
- |  |   |
|--|---|
| <input type="checkbox"/> Pre-tax Deferrals and Safe Harbor Contributions | <input type="checkbox"/> Roth Deferrals |
|--|---|
- You normally work fewer than 20 hours per week.
- |  |   |
|--|---|
| <input type="checkbox"/> Pre-tax Deferrals and Safe Harbor Contributions | <input type="checkbox"/> Roth Deferrals |
|--|---|

## Q3. Am I eligible to receive Matching Contributions and/or receive Employer Contributions and/or make Mandatory Employee Contributions into the Plan?

You will be eligible to receive Matching Contributions and/or receive Employer Contribution and/or make Mandatory Employee Contributions into the Plan after meeting certain age and service requirements described in Question 2 above, unless you fall into one of the categories listed below. If a category is selected below, the participation restrictions will apply to the types of contributions checked under that category.

- You are covered by a collective bargaining agreement (for example, union agreement) and your exclusion from coverage under this plan was part of the negotiated agreement.
- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Matching Contributions | <input type="checkbox"/> Employer Contributions | <input type="checkbox"/> Mandatory Employee Contributions |
|---|---|---|
- You are a nonresident alien who receives no income from within the United States.
- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Matching Contributions | <input type="checkbox"/> Employer Contributions | <input type="checkbox"/> Mandatory Employee Contributions |
|---|---|---|
- You became an employee as a result of a recent merger, acquisition, or similar transaction.
- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Matching Contributions | <input type="checkbox"/> Employer Contributions | <input type="checkbox"/> Mandatory Employee Contributions |
|---|---|---|

- You are a student who is enrolled in and regularly attends classes offered by your Employer if your Employer is a school, college or university.
- Matching Contributions       Employer Contributions       Mandatory Employee Contributions
- You normally work fewer than 20 hours per week.
- Matching Contributions       Employer Contributions       Mandatory Employee Contributions
- Other.
- Matching Contributions \_\_\_\_\_
- Employer Contributions \_\_\_\_\_
- Mandatory Employee Contributions \_\_\_\_\_

**Q4. When can I enter the Plan?**

Once you have met any age and service requirements indicated above, you will enter the Plan:

**NOTE:** *The requirements for Deferrals below will only apply if you can make Deferrals into another plan maintained by your Employer that does not have any entry date requirements.*

- immediately.
- Pre-tax Deferrals       Matching Contributions       Safe Harbor/QACA Safe Harbor Contributions
- Roth Deferrals       Employer Nonelective Contributions       Mandatory Employee Contributions
- the first day of the next month.
- Pre-tax Deferrals       Matching Contributions       Safe Harbor/QACA Safe Harbor Contributions
- Roth Deferrals       Employer Nonelective Contributions       Mandatory Employee Contributions
- the first day of the next quarter.
- Pre-tax Deferrals       Matching Contributions       Safe Harbor/QACA Safe Harbor Contributions
- Roth Deferrals       Employer Nonelective Contributions       Mandatory Employee Contributions
- the next semi-annual entry date (the first day of the Plan Year and the first day of the seventh month of the Plan Year).
- Pre-tax Deferrals       Matching Contributions       Safe Harbor/QACA Safe Harbor Contributions
- Roth Deferrals       Employer Nonelective Contributions       Mandatory Employee Contributions
- the first day of the next Plan Year.
- Pre-tax Deferrals       Matching Contributions       Safe Harbor/QACA Safe Harbor Contributions
- Roth Deferrals       Employer Nonelective Contributions       Mandatory Employee Contributions
- other.
- Pre-tax Deferrals \_\_\_\_\_
- Roth Deferrals \_\_\_\_\_
- Matching Contributions \_\_\_\_\_
- Employer Contributions \_\_\_\_\_
- Safe Harbor/QACA Safe Harbor Contributions \_\_\_\_\_
- Mandatory Employee Contributions \_\_\_\_\_

**Q5. What happens to my Plan eligibility if I terminate my employment and am later rehired?**

Once you meet the eligibility requirements and enter the Plan, you will continue to participate while you are still employed by the Employer, even if you have a break in eligibility service. If you had not yet met the eligibility requirements and had a break in eligibility service, the periods before your break in service will not be taken into account and you will have to satisfy the eligibility requirements following your break in service. Periods during which you have a break in eligibility service will not count against you if you were absent because you were pregnant, had a child or adopted a child, were serving in the military, or provided certain service during a national emergency (and re-employment is protected under federal or state law), and you start working again for your same Employer within the time required by law.

If you had met the eligibility requirements and were a Participant in the Plan before terminating employment or having a break in eligibility service, and are later rehired, you will enter the Plan immediately.

**Q6. Once I am a Plan Participant, what must I do to continue to participate in the Plan?**

You will continue to participate in the Plan as long as you do not become a member of an excluded class. If you become a member of an excluded class you will no longer be able to contribute to the Plan. However, your years of vesting service will continue to accumulate as long as you are still employed by the Employer.

## CONTRIBUTIONS

### Q1. Can I contribute to the Plan?

Yes  No **Deferrals**

If "Yes" is selected, you will be able to contribute a portion of your Compensation as a Deferral once you have met the eligibility requirements and enter the Plan. The Plan allows you to make the following types of Deferral contributions.

Pre-tax Deferral

Roth (after-tax) Deferral

The amount of your Compensation that you decide to defer into the Plan will be contributed on a pre-tax basis unless the Roth option is selected above and you make a Roth election on your Deferral election form or by following other procedures established by your Employer. If you make pre-tax Deferrals, that means that, unlike the Compensation that you actually receive, the pre-tax contribution (and all of the earnings accumulated while it is invested in the Plan) will not be taxed at the time it is paid by your Employer. Instead, it will be taxable to you when you take a payout from the Plan. These contributions will reduce your taxable income each year you make a contribution but will be treated as compensation for Social Security taxes.

**EXAMPLE:** Your Compensation is \$25,000 per year. You decide to contribute 5% of your Compensation into the Plan as a pre-tax Deferral. Your Employer will pay you \$23,750 as gross taxable income and will deposit \$1,250 (5%) into the Plan. You will not pay taxes on the \$1,250 (plus earnings on the \$1,250) until you withdraw it from the Plan.

If you have the choice of treating your Deferrals as Roth Deferrals rather than as pre-tax Deferrals, and you choose the Roth Deferral option, Roth Deferrals are contributed to the Plan from amounts that have already been treated as taxable income. Roth Deferrals will not reduce your taxable income in the year in which you contribute a portion of your Compensation into the Plan. The benefit of making Roth contributions comes when you take a payout from the Plan—when both the original contributions and your earnings on those contributions are paid out tax free so long as you meet certain requirements for a qualified payout.

**EXAMPLE:** Your Compensation is \$25,000 per year. You decide to contribute 5% of your Compensation into the Plan as a Roth Deferral. Your Employer will pay you \$23,750 as income and will deposit \$1,250 (5%) into the Plan. You will include the entire \$25,000 in your income for the year it was earned even though you did not receive the \$1,250 that was contributed to the Plan. When you withdraw the \$1,250 contribution from the Plan, it will be tax-free (along with all of the earnings that have accumulated on that contribution if you take a qualified payout). For more information regarding qualified payouts from Roth Deferrals, please refer to the DISTRIBUTIONS AND LOANS section of the Summary Plan Description.

Deferrals (and the related earnings) are always fully vested and cannot be forfeited. If you were to leave your Employer, you would be entitled to the full Deferral balance (plus earnings) when you are eligible for a payment.

Your Employer allows you to contribute the following portion of your Compensation to the Plan each year as Deferrals.

\_\_\_\_\_% to \_\_\_\_\_% of your Compensation in increments of \_\_\_\_\_%.

Not less than \$\_\_\_\_\_ and not more than \$\_\_\_\_\_.

\_\_\_\_\_% to \_\_\_\_\_% in increments of \_\_\_\_\_%, or not less than \$\_\_\_\_\_ and not more than \$\_\_\_\_\_.

Any dollar amount or percentage of your Compensation up to the limits permitted by the law and regulations governing 403(b) plans.

The maximum dollar amount that you can contribute to the Plan each year is \$19,000 (for 2019) and includes contributions you make to other deferral plans (for example, 401(k) plans, salary deferral SEP plans, other 403(b) tax-sheltered annuity plans). This amount will increase as the cost-of-living increases. Both pre-tax Deferrals and Roth Deferrals are taken into account when calculating this limit.

Yes  No **Separate Deferral Election for Bonuses**

If "Yes" is selected you may make a separate Deferral election to apply to bonuses you receive. If you do not make a separate election, the Deferral amount or percentage you elected to have taken from each paycheck will apply to any bonuses you receive. If "No" is selected, the Deferral amount or percentage taken from each paycheck will also apply to your bonuses.

Yes  No **Age 50 Catch-up Contributions**

If "Yes" is selected, you are eligible to make Deferrals, and you are age 50 or older before the end of any calendar year, you may defer up to an extra \$6,000 (for 2019) each year into the Plan as a Deferral once you meet certain Plan limits. The maximum catch-up amount will increase as the cost-of-living increases.

Yes  No **Special Catch-Up Contributions After 15 Years of Service**

If "Yes" is selected, you are eligible to make Deferrals, and you have completed 15 years of service with an eligible employer, you may defer the lesser of

- (a) \$3,000; or
- (b) \$15,000 minus the total special catch-up contributions made in previous years; or
- (c) \$5,000 times the number of years of service with the Employer and minus the total Deferrals made for prior years, as a special catch-up contribution.

**EXAMPLE:** Your Compensation is \$25,000 per year and you have 18 years of service. You have not used the special catch-up rule in the past and you have deferred a total of \$60,000 into the Plan in previous years. Your special catch-up contribution will be the lesser of (1) \$3,000, (2) \$15,000 [\$15,000-0] or (3) \$30,000 [(\$5,000 x 18) - \$60,000]. Your special catch-up contribution may be as much as \$3,000.

If both types of catch-up contributions are allowed and you qualify for both types of deferrals, your catch-up contributions will be allocated as a special catch-up contribution first. Catch-up contributions are considered Deferrals and are always fully vested.

## Q2. Am I allowed to make Nondeductible Employee Contributions to this Plan?

### Nondeductible Employee Contributions

- Yes, Nondeductible Employee Contributions are available.
- No, Nondeductible Employee Contributions are not available.

Nondeductible Employee Contributions are contributed to the Plan from amounts that have already been treated as taxable income. These contributions will not reduce your taxable income in the year in which you contribute a portion of your Compensation into the Plan but will be tax-free when distributed from the Plan. Earnings on Nondeductible Employee Contributions will not be taxed until you take a distribution from the Plan. Unlike Roth Deferrals, the earnings on Nondeductible Employee Contributions are never tax-free.

**EXAMPLE:** Your Compensation is \$25,000 per year. You decide to contribute 5% of your Compensation into the Plan as a Nondeductible Employee Contribution. Your Employer will pay you \$23,750 as income and will deposit \$1,250 (5%) into the Plan. You will pay taxes on the entire \$25,000. When you withdraw the \$1,250 contribution (along with all of the earnings that accumulated on that contribution), only the earnings portion will be taxable to you.

You will generally become eligible to make Nondeductible Employee Contributions after you meet the age and service requirements for pre-tax Deferrals and will be calculated in the same manner as pre-tax Deferrals. Nondeductible Employee Contributions (and the related earnings) are always fully vested and cannot be forfeited. So if you were to leave your Employer, you would be entitled to the full Nondeductible Employee Contribution balance (plus earnings). You may request a distribution of Nondeductible Employee Contributions (and the related earnings) while you are still employed, so long as the distribution is allowed under your Individual Agreement.

## Q3. How do I start making contributions?

To begin deferring a portion of your Compensation into the Plan, you must complete a Deferral election form or follow another Deferral election process provided to you by your Employer.

## Q4. Can I change my contribution rate or stop making Deferrals after I start participating in the Plan?

You may change the amount you are deferring into the Plan or stop making Deferrals altogether at such times designated by the Employer by submitting a new Deferral election form or notifying your Employer of your desire to change your Deferral rate using another method approved by your Employer (such as internet, telephone voice response system).

If the Plan allows you to make Roth Deferrals, you may also change the amount of your Deferrals that are characterized as pre-tax versus Roth Deferrals as often as you are allowed to change the amount of your Deferrals. This change will apply only to new Deferrals and will not change the tax character of Deferrals that have already been contributed to the Plan.

## Q5. What if I contribute too much to the Plan?

The maximum dollar amount that you can contribute to the Plan each year is \$19,000 (for 2019) and includes contributions you make to other deferral plans (for example, 401(k) plans, salary deferral SEP plans and other 403(b) tax-sheltered annuity plans). This amount will increase as the cost-of-living increases. Both pre-tax Deferrals and Roth Deferrals are taken into account when calculating this limit. If you contribute too much to the Plan as a Deferral, you must take the excess amount (plus any earnings on the excess) out of the Plan by April 15 of the year following the year the money was contributed to the Plan. You must notify your Employer, in writing, of the excess amount by

- March 1.
- Other \_\_\_\_\_

The excess amount is taxable to you in the year you contributed it to the Plan. If you do not remove it by the deadline, additional taxes will apply.

**Q6. What if I don't make an election to contribute some of my Compensation into the Plan?**

You are not required to defer a portion of your Compensation into the Plan. If you fail to make a Deferral election, you will not be enrolled in the Plan as a deferring Participant. If one of the three automatic contribution elections is selected below and you fail to make a deferral election, you will be automatically enrolled.

- Automatic Contribution Arrangement (ACA)**       **Eligible Automatic Contribution Arrangement (EACA)**

If either ACA or EACA is selected above and you have satisfied the eligibility requirements, but do not make a Deferral election, your Employer will automatically contribute a portion of your Compensation into the Plan as indicated below. You are not required to defer a portion of your Compensation into the Plan and may instruct your Employer to stop Deferrals or to defer a different amount by completing a Deferral election form and delivering it to your Employer or following other procedures established by your Employer.

You will be automatically enrolled if you are a:

- Newly hired employee.
- Newly eligible employee.
- Current employee who has met the eligibility requirements and has not made a Deferral election.
- Current employee who has met the eligibility requirements and has elected to defer less than the percentage listed below.
- Current employee who has met the eligibility requirements.
- Current employee who has met the eligibility requirements and you are included in the following group:  
\_\_\_\_\_

- Qualified Automatic Contribution Arrangement (QACA)**

If a QACA is selected above and you have satisfied the eligibility requirements but do not make a Deferral election, your Employer will automatically contribute a portion of your Compensation into the Plan as indicated below. In addition, your Employer will make a QACA ACP safe harbor contribution to the Plan on your behalf. You are not required to defer a portion of your Compensation into the Plan and may instruct your Employer to stop Deferrals or to defer a different amount by completing a Deferral election form and delivering it to your Employer.

**EXAMPLE 1:** Your Employer automatically enrolls Participants who do not make a Deferral election and defers 4% of their Compensation into the Plan. You satisfy the Plan's eligibility requirements and do not enroll in the Plan during the designated time period. You will automatically be enrolled in the Plan and 4% of your Compensation will be contributed to the Plan rather than being paid to you as Compensation.

**EXAMPLE 2:** Your Employer automatically enrolls Participants who do not make a Deferral election and defers 4% of their Compensation into the Plan. You satisfy the Plan's eligibility requirements and you make a specific election of 0%. Because you made a specific election regarding your Deferrals, you will not be automatically enrolled in the Plan and none of your Compensation will be contributed to the Plan.

**Q7. If I am automatically enrolled, how much will be contributed on my behalf and will the amount of contributions change?**

**ACA or EACA**

If either ACA or EACA is selected in Question 5 above and you do not make a Deferral election, the amount that will be automatically contributed from your paycheck is:

- \_\_\_\_\_% of your Compensation.
- \_\_\_\_\_% of your Compensation, or if greater, the percent of your Compensation deferred into the Plan before your automatic enrollment.
- \$ \_\_\_\_\_.

Automatic Deferrals under an ACA or EACA will be contributed to the Plan as

- Pre-tax Deferrals.
- Roth Deferrals.

If you terminate employment and are later rehired, your automatic contribution amount will be reset to the amount described above if no portion of your Deferrals has been automatically contributed to the Plan under the EACA for an entire Plan Year.

**EXAMPLE 1:** You were automatically enrolled at 3% of your Compensation in 2016. You terminated your employment late in 2016 and were rehired during the 2018 Plan Year. Because you did not work for the Employer during the 2017 Plan Year, in 2018 you will be treated as a new employee for purposes of the automatic enrollment provision and you will be automatically enrolled at 3% again. This is the case even if the Plan has an automatic increase feature as described below.

**EXAMPLE 2:** You were hired in 2016 and affirmatively elected to have 5% withheld from your pay. You terminated your employment late in 2016 and were rehired during the 2018 Plan Year. Because you did not work for the Employer during the 2017 Plan Year, in 2018 you will be treated as a new employee for purposes of the automatic enrollment provision and you will be automatically enrolled at the initial automatic enrollment percentage unless a new affirmative election is made.

If you were automatically enrolled under an ACA or EACA, your Plan Administrator will automatically increase the amount of your Deferrals as indicated below.

**Automatic Deferral Increases**

- Yes. Your Deferral amount will be increased by \_\_\_\_\_% of Compensation per paycheck once per year up to a maximum rate of \_\_\_\_\_%.
- Yes. Your Deferral amount will be increased by \$ \_\_\_\_\_ per paycheck once per year up to a maximum amount of \$ \_\_\_\_\_.
- Yes. Your Deferral amount will be increased by: \_\_\_\_\_.
- No.

The automatic increase will occur on

- the first day of each Plan Year.
- the first day of each calendar year.
- each anniversary of your initial Deferral date.
- your annual review date.
- other \_\_\_\_\_.

You are not required to participate in the Plan and may instruct your Plan Administrator to stop Deferrals or to defer a different percentage by completing a new Deferral election form or following some other procedure established by your Plan Administrator.

**QACA**

If a QACA is selected above, and depending on the elections made by your Employer, the portion of your Compensation that will be automatically contributed from each paycheck to the Plan may increase over time. The QACA rate schedule for the Plan is:

	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>
Initial Rate	3%	_____%
Rate Two	4%	_____%
Rate Three	5%	_____%
Rate Four	6%	_____%
Rate Five	N/A	_____%
Rate Six	N/A	_____%
Rate Seven	N/A	_____%
Rate Eight	N/A	_____%

If the above chart shows that the amount automatically contributed on your behalf will increase, those increases will occur according to the following schedules.

**QACA Increase Timing in Initial Period**

If “Yes” is selected below, and if you were automatically enrolled under QACA, your Plan Administrator will automatically increase the amount of your Deferrals during the Initial Period on the date indicated.

- Yes, on the first day of the Plan Year.
- Yes, on the first day of the calendar year.
- Yes, on the anniversary of your initial Deferral date.
- Yes, on your annual review date.
- Yes, on \_\_\_\_\_.
- No.

**QACA Increase Timing in Subsequent Periods**

QACA rate increases following your Initial Period, if applicable, will occur on

- the first day of each Plan Year.
- the first day of each calendar year.
- each anniversary of your initial Deferral date.
- your annual review date.
- other \_\_\_\_\_.

The Initial Period for determining your automatic contribution amount will be reset if no portion of your Deferrals has been automatically contributed to the Plan under the QACA for an entire Plan Year.

- Yes  No The percentage of your Compensation deferred into the Plan before your enrollment in the QACA will apply upon your enrollment in the QACA if that rate is higher than the QACA rate in the schedule above.

Automatic Deferrals under a QACA will be contributed to the Plan as

- Pre-tax Deferrals.  
 Roth Deferrals.

## Q8. Will my Employer make contributions on my behalf under the QACA?

### QACA Safe Harbor Contributions

Your Employer will make QACA employer contributions to

- only non-Highly Compensated Employees who are eligible.  
 all employees who are eligible.

### QACA ACP Safe Harbor Contributions

Your Employer will make a QACA ACP safe harbor employer contribution on your behalf based on the following formula.

- QACA Basic Matching Contribution –  
**Base Rate:** Your Employer will make a QACA ACP safe harbor Matching Contribution of 100% on your Deferrals up to 1% of your Compensation, plus  
**Tier 2:** Your Employer will make a QACA ACP safe harbor Matching Contribution of 50% on your Deferrals between 1% and 6% of your Compensation.
- QACA Enhanced Matching Contribution –  
**Base Rate:** Your Employer will make a QACA ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals up to \_\_\_\_\_% of your Compensation, plus  
**Tier 2:** Your Employer will make a QACA ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals between \_\_\_\_\_% and \_\_\_\_\_% of your Compensation.
- Other QACA Enhanced Matching Contribution – An amount equal to the following percentage \_\_\_\_\_.
- QACA Nonelective Contribution – A \_\_\_\_\_% Nonelective Contribution to the Plan on your behalf.

### QACA ACP Safe Harbor Matching Contributions

In addition to the QACA ACP safe harbor contribution described above, your Employer may choose to make an additional Matching Contribution to the Plan on your behalf. If your Employer makes a QACA additional ACP safe harbor Matching Contribution, it will be allocated based on the following formula.

- Percentage of Contribution Match – Your Employer will make a QACA additional ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals up to \_\_\_\_\_% of your Compensation.
- Two-Tiered Percentage of Contribution Match –  
**Base Rate:** Your Employer will make a QACA additional ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals up to \_\_\_\_\_% of your Compensation, plus  
**Tier 2:** Your Employer will make a QACA additional ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals between \_\_\_\_\_% and \_\_\_\_\_% of your Compensation.
- Discretionary Formula – Your Employer will decide from year to year whether to make a QACA additional ACP safe harbor Matching Contribution to the Plan. The QACA additional ACP safe harbor Matching Contribution will be based on the percentage of Compensation that you contribute to the Plan as a Deferral.
- Not applicable. Your Employer will not make a QACA additional ACP safe harbor Matching Contribution unless necessary to timely allocate forfeitures.

Your Employer will make QACA employer contributions to

- this Plan.  
 \_\_\_\_\_.

## Q9. If I make an election to defer, will the amount of my contributions change?

### Rate Increases If You Have Chosen to Defer

- Yes. If your Deferral election is less than \_\_\_\_\_% of your Compensation, your Deferral amount will be increased \_\_\_\_\_% per paycheck once per year up to maximum rate of \_\_\_\_\_%.
- Yes. If your Deferral election is less than \_\_\_\_\_% of your Compensation your Deferral amount will be increased by \_\_\_\_\_.

- No.

The automatic increase will occur on

- the first day of each Plan Year.
- the first day of each calendar year.
- each anniversary of your initial Deferral date.
- your annual review date.
- other \_\_\_\_\_

**Q10. Are there any amounts that I must contribute to the Plan?**

- Yes  No **Mandatory Employee Contributions**

If "Yes" is selected, you must contribute a portion of your Compensation as a Mandatory Employee Contribution once you have met the eligibility requirements and have entered the Plan. The amount that will be automatically withheld is

- \_\_\_\_\_ Percent.
- \$\_\_\_\_\_.

The amount of your Compensation that is contributed to the Plan as a Mandatory Employee Contribution will be contributed on a pre-tax basis. This means that, unlike the compensation that you actually receive, the amount of the Mandatory Employee Contribution (and all of the earnings accumulated while it is invested in the Plan) will not be taxed in the year it is contributed to the Plan. Instead, it will be taxable to you when you take a payout from the Plan. The Mandatory Employee Contributions will reduce your federal taxable income each year that you make a contribution but will be treated as compensation for Social Security Taxes.

**EXAMPLE:** Your Compensation is \$25,000 per year. You contribute 5% of your Compensation into the Plan as a Mandatory Employee Contribution. Your Employer will pay you \$23,750 as gross taxable income and will deposit \$1,250 (5%) into the Plan. You will not pay taxes on the \$1,250 (plus earnings on the \$1,250) until you withdraw it from the Plan.

**Q11. If I make contributions to the Plan, will my Employer match any of those contributions?**

- Yes  No **Matching Contributions**

If "Yes" is selected, each year that you contribute a portion of your Compensation into the Plan and meet any additional conditions outlined below, your Employer may choose to make a contribution to the Plan as a Matching Contribution on your behalf. If "No" is selected, the information in the remainder of this Question 10 will not apply to your Plan.

**Match Availability** – Matching Contributions will be made with respect to the following employee contributions.

- Pre-Tax Deferrals
- Roth Deferrals
- Catch-up Contributions
- Mandatory Employee Contributions
- Nondeductible Employee Contributions

**Matching Contribution Formula** – Each year that you make one of the types of contributions listed above and you satisfy any additional requirements for receiving a Matching Contribution, your Employer will make a Matching Contribution to the Plan on your behalf based on the following formula.

- Discretionary Match – The amount of the Matching Contribution will be determined each year by your Employer. Some years, your Employer may choose not to make a Matching Contribution.
- Percentage of Contribution Match – Your Employer will make a Matching Contribution of \_\_\_\_\_% on your Deferrals up to \_\_\_\_\_% of your Compensation.
- Two-Tiered Match –
  - Base Rate:** Your Employer will make a Matching Contribution of \_\_\_\_\_% on your Deferrals up to \_\_\_\_\_% of your Compensation, plus
  - Tier 2:** Your Employer will make a Matching Contribution of \_\_\_\_\_% on your Deferrals between \_\_\_\_\_% and \_\_\_\_\_% of your Compensation.
- Multi-Tiered Match –
  - Base Rate:** Your Employer will make a Matching Contribution of \_\_\_\_\_% on your Deferrals up to \_\_\_\_\_% of your Compensation, plus
  - Tier 2:** Your Employer will make a Matching Contribution of \_\_\_\_\_% on your Deferrals between \_\_\_\_\_% and \_\_\_\_\_% of your Compensation, plus
  - Tier 3:** Your Employer will make a Matching Contribution of \_\_\_\_\_% on your Deferrals between \_\_\_\_\_% and \_\_\_\_\_% of your Compensation, plus
  - Tier 4:** Your Employer will make a Matching Contribution of \_\_\_\_\_% on your Deferrals above \_\_\_\_\_% of your Compensation.

Years of Service Match – Your Matching Contribution will vary depending upon the number of years you have worked for your Employer and the amount that you contribute to the Plan.

**Tier 1:** If you have worked for your Employer \_\_\_\_\_ or fewer years, you will receive a Matching Contribution of \_\_\_\_\_%.

**Tier 2:** If you have worked for your Employer more than \_\_\_\_\_ years, but less than or equal to \_\_\_\_\_ years, you will receive a Matching Contribution of \_\_\_\_\_%.

**Tier 3:** If you have worked for your Employer more than \_\_\_\_\_ years, but less than or equal to \_\_\_\_\_ years, you will receive a Matching Contribution of \_\_\_\_\_%.

**Tier 4:** If you have worked for your Employer more than \_\_\_\_\_ years, you will receive a Matching Contribution of \_\_\_\_\_%.

A year of service for this Matching Contribution formula will be defined as a

year of vesting service.

year of eligibility service.

Discretionary by Location or Business Classification Match – The amount of the Matching Contribution will be determined each year by your Employer and may vary among locations or classes of employees.

Other \_\_\_\_\_

### Matching Contribution Limit

Your Matching Contributions each year will be limited to \$\_\_\_\_\_ or \_\_\_\_\_% of your Compensation.

### Additional Requirements for Receiving Matching Contributions

To qualify to receive a Matching Contribution, you must meet the eligibility requirements for Matching Contributions and must also meet the following requirements for the year in which the Matching Contribution is made.

You must work at least \_\_\_\_\_ hours during the Plan Year, or \_\_\_\_\_ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).

If an Hour of Service requirement was selected above, it will not apply if any of the following occur:

You die.

You terminate employment after becoming Disabled.

You terminate employment after reaching the Normal Retirement Age.

You terminate employment after reaching the Early Retirement Age.

You are employed on the last day of the Plan Year.

You must be employed on the last day of the Plan Year.

If employment on the last day of the Plan Year was selected above as a requirement for receiving a Matching Contribution, the last day requirement will not apply if any of the following occur:

You die.

You terminate employment after becoming Disabled.

You terminate employment after reaching the Normal Retirement Age.

You terminate employment after reaching the Early Retirement Age.

You have worked at least \_\_\_\_\_ hours during the Plan Year, or \_\_\_\_\_ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).

No additional requirements apply.

Yes  No **Supplemental Matching Contributions**

If "Yes" is selected, in addition to the matching amounts described above, your Employer may choose to make an additional Matching Contribution to the Plan on your behalf. If your Employer makes a supplemental Matching Contribution, it will be allocated based on the following formula:

Discretionary Formula – The supplemental Matching Contribution will be based on a percentage of your Compensation that will be determined by your Employer.

Other \_\_\_\_\_

## Q12. Will my Employer make safe harbor contributions on my behalf?

Yes  No **ACP Safe Harbor Contributions**

If "Yes" is selected, your Employer has elected to operate this Plan as a safe harbor 403(b) plan. This means that the Plan will be exempt from certain compliance testing requirements because of the safe harbor contributions that will be made to the Plan, as described below. Safe harbor contributions will be fully vested at all times and cannot be forfeited, even if you terminate employment.

Your Employer will make safe harbor contributions to

- only non-Highly Compensated Employees who are eligible for safe harbor contributions.
- all employees who are eligible for safe harbor contributions.

Your Employer will make the following safe harbor contributions:

Average Contribution Percentage (ACP) Test Safe Harbor Formula

- Basic Matching Formula

**Base Rate:** Your Employer will make an ACP safe harbor Matching Contribution of 100% on your Deferrals up to 3% of your Compensation, plus

**Tier 2:** Your Employer will make an ACP safe harbor Matching Contribution of 50% on your Deferrals between 3% and 5% of your Compensation.

- Enhanced Matching Formula

**Base Rate:** Your Employer will make an ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals up to \_\_\_\_\_% of your Compensation.

**Tier 2:** Your Employer will make an ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals between \_\_\_\_\_% and \_\_\_\_\_% of your Compensation.

- Other Enhanced Matching Contribution – in an amount equal to the following percentage (*specify*)

\_\_\_\_\_

- Safe Harbor Nonelective Contribution – your Employer will make a Nonelective Contribution equal to \_\_\_\_\_% of your Compensation.

Additional ACP Safe Harbor Matching Contributions

In addition to the ACP safe harbor contribution, your Employer may make the following additional ACP safe harbor Matching Contributions:

- Percentage of Contribution Match – Your Employer will make an additional ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals up to \_\_\_\_\_% of your Compensation.

- Two-Tiered Percentage of Contribution Match –

**Base Rate:** Your Employer will make an additional ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals up to \_\_\_\_\_% of your Compensation, plus

**Tier 2:** Your Employer will make an additional ACP safe harbor Matching Contribution of \_\_\_\_\_% on your Deferrals between \_\_\_\_\_% and \_\_\_\_\_% of your Compensation.

- Discretionary Match – In addition to the ACP safe harbor Matching Contribution, your Employer will decide from year to year whether to make any additional Matching Contributions to the Plan. The additional Matching Contribution will be based on the percentage of Compensation that you contribute to the Plan as a Deferral.

- Not applicable – Your Employer will not make an Additional ACP safe harbor Matching Contribution unless necessary to timely allocate forfeitures.

Your Employer will make safe harbor contributions to

- this Plan.

- \_\_\_\_\_

### Q13. Will my Employer make Employer Contributions to the Plan?

- Yes  No **Employer Contributions**

If “Yes” is selected above, your Employer will make Employer Contributions to the Plan

- in the amount of which will be determined each year by your Employer. Some years, your Employer may choose not to make a contribution.

- equal to \_\_\_\_\_% of Compensation.

- in the years and in the amounts that your Employer decides on each year. This Employer Contribution amount may vary by location or business classification.

If your Employer has elected to make an Employer Contribution, it will be allocated based on the following formula:

- Your Employer will make an Employer Contribution based on a percentage of your Compensation as compared to all eligible Participants’ Compensation.

- Your Employer will make an Employer Contribution in the same dollar amount to all eligible Plan Participants.

- Your Employer will make an Employer Contribution based on a percentage of your Compensation, plus your Employer will make an additional contribution if you have Compensation above the integration level. The integration level will be

- the Taxable Wage Base (\$132,900 for 2019).

- \$ \_\_\_\_\_.

- \_\_\_\_\_% of the Taxable Wage Base.

The Taxable Wage Base will increase as the cost-of-living increases.

- Your Employer will make a contribution based on your point total as compared to the total points for all Participants. You will receive points based on the following criteria.
  - \_\_\_\_\_ points for each year of your age
  - \_\_\_\_\_ points for each year of service with the Employer
  - year of service means a year of eligibility service
  - year of service means a year of vesting service
  - \_\_\_\_\_ points for each \$100 of your Compensation for the year
- Your Employer will make a contribution based on your age and Compensation. Older Participants will receive a greater portion of the Employer Contribution than younger Participants.
- Your Employer will make a contribution based on a percentage of your Compensation and on your allocation group. Each Participant will be treated as a separate allocation group and the Employer will vary the contribution amount among the various groups.
- Your Employer will make a contribution to your allocation group. The allocation groups are listed below.

Classes of employees in Allocation Groups:

Allocation Group 1 \_\_\_\_\_

Allocation Group 2 \_\_\_\_\_

Allocation Group 3 \_\_\_\_\_

Allocation Group 4 \_\_\_\_\_

Allocation Group 5 \_\_\_\_\_

Allocation Group 6 \_\_\_\_\_

If there are more than six allocation groups, there will be an attachment at the end of this SPD listing the additional groups.

Within each allocation group, the allocation will be done

- pro rata among the Participants in that group.
- flat dollar; the same dollar amount to each Participant within that group.
- Your Employer will make a contribution based on an age and/or service weighted formula.
  - Your Employer will make contributions based on your years of vesting service as follows:

Years of Vesting Service	Allocation Rate
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- Your Employer will make contributions based on your age as follows:

Age	Allocation Rate
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- Your Employer will make contributions based on the following sum of your age and years of vesting service as follows:

Sum of Age and Years of Vesting Service	Allocation Rate
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

To qualify to receive an Employer Contribution, you must meet the eligibility requirements for Employer Contributions and must also meet the following requirements for the year in which the Employer Contribution is made.

- You must work at least \_\_\_\_\_ hours during the Plan Year, or \_\_\_\_\_ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).

If an Hour of Service requirement was selected above, it will not apply if any of the following events occur.

- You die.
- You terminate employment after becoming Disabled.
- You terminate employment after reaching the Normal Retirement Age.
- You terminate employment after reaching the Early Retirement Age.
- You are employed on the last day of the Plan Year.
- You must be employed on the last day of the Plan Year.

If employment on the last day of the Plan Year was selected above as a requirement for receiving Employer Contribution, the last day requirement will not apply if any of the following occur.

- You die.
- You terminate employment after becoming Disabled.
- You terminate employment after reaching the Normal Retirement Age.
- You terminate employment after reaching the Early Retirement Age.
- You have worked at least \_\_\_\_\_ hours during the Plan Year, or \_\_\_\_\_ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).
- No additional requirements apply.

Yes  No **Contributions for Disabled Non-Highly Compensated Employees**

If "Yes" is selected and you become Disabled, you will still be eligible to receive an Employer Contribution unless you are a Highly Compensated Employee.

#### Q14. Will my Employer make any other types of contributions to the Plan on my behalf?

##### Qualified Nonelective Contributions

Your Employer may decide to make Qualified Nonelective Contributions (QNECs) to the Plan to satisfy special testing rules that apply to the Plan. The amount of the QNEC, if any, will be determined each year by your Employer. These contributions will be allocated to a select group of Participants and will always be fully vested.

In addition to, or instead of, the QNEC described above, will my Employer make a QNEC in an amount to be determined from year to year?

- Yes.
- No.

If your Employer elects to make a QNEC, it will be allocated using the following formula:

- Your Employer will make a QNEC based on your Compensation as compared to all eligible Participants' Compensation.
- Your Employer will make a QNEC contribution based on a percentage of your Compensation that is not more than \$\_\_\_\_\_ as compared to all eligible Participants' limited Compensation.

Your Employer will make a QNEC to

- only non-Highly Compensated Employees.
- all employees who are eligible.

##### Additional Requirements for QNECs

To qualify to receive a QNEC, you must first meet the eligibility requirements for Qualified Nonelective Contributions and also meet also the following requirements.

- You must work at least \_\_\_\_\_ hours during the Plan Year, or \_\_\_\_\_ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).

If an Hour of Service requirement was selected above, it will not apply if any of the following events occur.

- You die.
- You terminate employment after becoming Disabled.
- You terminate employment after reaching the Normal Retirement Age.
- You terminate employment after reaching the Early Retirement Age.
- You are employed on the last day of the Plan Year.
- You must be employed on the last day of the Plan Year.

If employment on the last day of the Plan Year was selected above as a requirement for receiving a QNEC, the last day requirement will not apply if any of the following occur.

- You die.
- You terminate employment after becoming Disabled.
- You terminate employment after reaching the Normal Retirement Age.
- You terminate employment after reaching the Early Retirement Age.
- You have worked at least \_\_\_\_\_ hours during the Plan Year, or \_\_\_\_\_ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).
- No additional requirements apply.

**Q15. If I have money in other retirement plans, can I combine them with my money in this Plan?**

**Rollover Contributions**

Will you be allowed to roll over money you have saved in other retirement arrangements into this Plan?

- Yes.
- Yes, unless you are part of any excluded class of employees.
- Yes, but only after becoming a Participant.
- No.

Direct Rollovers – Rollover contributions paid directly from the distributing plan to this Plan may be accepted from the following types of plans.

- Qualified retirement plans

In addition to pre-tax contributions, the following types of contributions will be accepted as direct rollover contributions into the Plan.

- Nondeductible Employee Contributions
- Roth Deferrals

- 403(b) annuity contracts

In addition to pre-tax contributions, the following types of contributions will be accepted as direct rollover contributions into the Plan.

- Nondeductible Employee Contributions
- Roth Deferrals

- Eligible plans under Code Section 457(b)

In addition to pre-tax contributions, the following types of contributions will be accepted as direct rollover contributions into the Plan.

- Nondeductible Employee Contributions
- Roth Deferrals

Indirect Rollovers – Rollover contributions distributed to you and then deposited into this Plan as an indirect rollover may be accepted from the following types of plans.

- Qualified retirement plans
- 403(b) annuity contracts
- Eligible plans under Code Section 457(b)

Roth Deferral earnings  will  will not be accepted as indirect rollover contributions into the Plan.

Pre-tax portions of Individual Retirement Arrangement (IRA) rollovers  will  will not be accepted as rollover contributions into the Plan.

Your Employer will provide you with the forms or information needed to determine whether your prior plan balance is qualified to be rolled over into this Plan and whether you meet the eligibility requirements for a rollover. You are always 100% vested in your rollover contributions.

**Plan-to-Plan Transfer Contributions**

Will you be allowed to transfer dollars you have saved in other retirement arrangements into this Plan?

- Yes, if you are a current Employee, unless you are part of any excluded class of employees.
- Yes, if you are a current or former Employee, unless you are part of any excluded class of employees.
- Yes, but only if you are part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.
- No.

If Plan-to-Plan Transfers are allowed, can I transfer dollars that are subject to the qualified joint and survivor annuity rules?

- Yes.  
 No.

Your Employer will provide you with the forms or information needed to determine whether your prior plan balance is qualified to be transferred into this Plan. You are always 100% vested in your transfer contributions.

**Q16. Are there any limits on how much can be contributed for me?**

In addition to the Deferral limit described previously, you may not have total contributions of more than \$56,000 (in 2019) or an amount equal to 100% of your Compensation, whichever is less, allocated to the Plan for your benefit each year. The \$56,000 limit will increase as the cost-of-living increases and includes special catch-up contributions but does not include either the age 50 catch-up contributions or the special catch-up contributions after 15 years of service.

**Q17. Will contributions be made for me if I am called to military service?**

If you are reemployed by your Employer after completing military service, you may be entitled to receive certain make-up contributions from your Employer. If your Plan permits Deferrals, Mandatory Employee Contributions or Nondeductible Employee Contributions, you may also have the option of making up missed employee contributions and receiving a Matching Contribution, if applicable, on these contributions.

If you are reemployed after military service, contact your Plan Administrator for more information about your options under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

**Q18. If I die or become Disabled during military service, will the time I was providing military service be considered for determining whether I will receive Employer contributions?**

- Yes  No

If "Yes" is selected, your Employer will treat you as if you had been reemployed on the day before your death or disability and terminated on the day of death or disability to determine your Plan contributions. No matter which box is selected above, if you die, your Employer will treat you as if you had been reemployed on the day before your death and terminated on the day of your death to determine all of your benefits under the Plan other than contributions.

**VESTING AND FORFEITURES**

**Q1. Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan?**

Like the amounts that you contribute to the Plan as Deferrals and Mandatory Employee Contributions (or Nondeductible Employee Contributions, if applicable), any ACP safe harbor contributions and QNECs that you receive from your Employer will always be 100% vested and cannot be forfeited, even if you terminate employment or become ineligible to participate in the Plan.

If Employer Contributions or Matching Contributions (including any ACP additional safe harbor contributions) are contributed to the Plan by your Employer, they will be subject to vesting schedules and could be forfeited if you terminate your employment or experience a break in service. You will earn the right to a greater portion of your Employer or Matching Contributions the longer you work for your Employer as outlined in the schedules below.

**EXAMPLE:** Your Employer has selected Option 3 below for Employer Contributions. You have worked for your Employer for four years and have received Employer Contributions of \$1,000. You terminate employment and request a distribution of your Employer Contributions. Because you have four years of vesting service, you will receive 60% or \$600.

**Matching Contributions**

If your Employer makes Matching Contributions (including Additional ACP and QACA Additional safe harbor) to the Plan, the following vesting schedule will apply.

YEARS OF VESTING SERVICE	MATCHING CONTRIBUTION VESTED PERCENTAGE				
	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/>	Option 4 <input type="checkbox"/> (Complete if chosen)	Option 5 <input type="checkbox"/> (Complete if chosen)
Less than One	100%	0%	0%	_____%	_____%
1	100%	0%	0%	_____%	_____%
2	100%	0%	20%	_____% (not less than 20%)	_____%
3	100%	100%	40%	_____% (not less than 40%)	100%
4	100%	100%	60%	_____% (not less than 60%)	100%
5	100%	100%	80%	_____% (not less than 80%)	100%
6	100%	100%	100%	100%	100%

**Employer Contributions**

If your Employer makes Employer Contributions to the Plan, the following vesting schedule will apply.

YEARS OF VESTING SERVICE	EMPLOYER CONTRIBUTION VESTED PERCENTAGE				
	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/>	Option 4 <input type="checkbox"/> (Complete if chosen)	Option 5 <input type="checkbox"/> (Complete if chosen)
Less than One	100%	0%	0%	_____%	_____%
1	100%	0%	0%	_____%	_____%
2	100%	0%	20%	_____% (not less than 20%)	_____%
3	100%	100%	40%	_____% (not less than 40%)	100%
4	100%	100%	60%	_____% (not less than 60%)	100%
5	100%	100%	80%	_____% (not less than 80%)	100%
6	100%	100%	100%	100%	100%

**QACA ACP Safe Harbor Contributions**

The following vesting schedule will apply to your QACA ACP safe harbor contributions.

YEARS OF VESTING SERVICE	VESTED PERCENTAGE		
	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/>
Less than One	100%	0%	_____%
1	100%	0%	_____%
2	100%	100%	100%

**Year of Vesting Service**

Generally, all of your years of service with the Employer count toward determining your vested percentage and you will be credited with a year of vesting service if you are paid or entitled to pay from the Employer during the

- Plan Year.
- 12-month period beginning with your date of hire and each anniversary of your date of hire.
- other \_\_\_\_\_.
- Not applicable. The Plan uses the elapsed time method of determining service for vesting (refer to the definition of Hours of Service).

You will be credited with a year of vesting service if

- 1000 hours were worked during the period selected above. You will need to work 500 hours to avoid a break in vesting service.
- Not applicable. The Plan uses the elapsed time method of determining service for vesting (refer to the definition of Hours of Service). You will incur a break in service for vesting purposes if you terminate service with your Employer and do not work for a full 12-month period.

You will not earn credit toward vesting for the years

- before you reached age 18.
- before the Employer maintained this Plan.

Although your Employer has adopted a vesting schedule, your balance will become 100% vested when you reach Normal Retirement Age, the Plan is terminated, contributions to the Plan are discontinued, or when you

- die.
- become Disabled.
- reach the Early Retirement Age.

**Q2. If I become Disabled during military service, will the time during which I was providing military service be considered for determining the vested portion of my Plan balance?**

- Yes  No  Not applicable

If "Yes" is selected, your Plan Administrator will treat you as if you had been reemployed on the day before your disability and terminated on the day of disability to determine the vested portion of your Plan balance. If "Not applicable" is selected, your Employer's Plan currently provides you with 100% vesting if you become Disabled.

### Q3. What happens to my nonvested percentage if I terminate employment?

If you terminate employment, you will always retain the right to the vested portion of your Plan balance. If you do not take a distribution, the nonvested portion of your Plan balance will be placed in a suspense account, and will be restored to you if you are rehired before five breaks in vesting service have occurred. If you decide to take a payout of the entire vested portion of your balance, your nonvested portion will be forfeited. If you are rehired before five breaks in vesting service occur, your forfeited amount will be restored if you repay to the Plan the full amount of your payout.

Forfeitures may be used to pay the Plan's administrative expenses. Forfeitures may also be used as follows:

#### Matching Contributions

- Allocated to the eligible Participants in the Plan.
- Used to reduce future Employer contributions to the Plan.

#### Employer Contributions

- Allocated to the eligible Participants in the Plan.
- Used to reduce future Employer contributions to the Plan.

## DISTRIBUTIONS AND LOANS

The distribution options specific to Deferrals below will also apply to contributions made as a QNEC, ACP safe harbor, QACA ACP safe harbor, and Mandatory Employee Contributions. The distribution options indicated for Matching Contributions will also apply to ACP additional safe harbor and QACA ACP additional safe harbor contributions.

### Q1. Will I ever be required to take my money out of the Plan?

When you are required to take your money out of the Plan varies depending on your Plan balance, your age, and whether you are still employed.

#### Cashouts at Termination of Employment

The Plan has a cashout level of

- \$5,000.
- \$1,000.
- \$200.
- \$ \_\_\_\_\_.
- Not applicable.

This means that if your vested balance at the time you terminate from employment is less than or equal to the cashout level, you must take it out of the Plan when you terminate employment. See Question 6 in this section to see if your Plan Administrator will pay this amount to you in cash or will roll it over to an IRA on your behalf, if you do not direct your Employer otherwise.

If your Employer elected a cashout level greater than \$1,000 (for example, \$5,000) and your balance is between \$1,000 and the cashout level, you must take your vested balance from the Plan or your Plan Administrator will roll it over to an IRA that is established for you. The amount distributed and rolled over into an IRA by the Plan Administrator (and not authorized by you) will be invested in a product designed to preserve principal and to provide a reasonable rate of return and liquidity. The IRA provider that receives the rollover may charge fees and expenses for maintaining the IRA, and these fees and expenses may be assessed directly against the assets of the IRA or billed directly to you. You will be provided more information regarding the IRA provider if you become subject to this provision. For more information concerning the rollover procedures, the IRA provider, and the fees and expenses relating to the IRA, please contact your Plan Administrator, whose address and telephone number are found in the ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA section of this SPD.

If your balance is greater than \$5,000, even if you terminate service, you are not required to take a payment from the Plan until the age 70½ required distribution rules apply to you. However, if your Employer chooses, your balance may be immediately distributed to you if you have separated from service and reached the later of age 62 or the Plan's Normal Retirement Age.

Rollover contributions  will  will not be included in determining your balance for these cashout purposes. If you have both pre-tax Deferrals and Roth Deferrals in the Plan, special calculation rules for determining the amount to be rolled over may apply.

If your Employer did not select a cashout level above, when you terminate from employment, your balance will not be paid out of the Plan until you request a payment from your Plan Administrator, or you reach age 70½.

#### Required Minimum Distributions

You will be required to begin taking required minimum distributions (RMDs) upon your Required Beginning Date. These distributions will generally be required to start when you attain age 70½. The Plan's Required Beginning Date is found in the DEFINITIONS section of this SPD.

**Q2. What Employer contributions are available to me if I terminate employment before I reach Normal Retirement Age?**

If you terminate employment before you reach Normal Retirement Age, you may access the vested portion of your balance from the following Employer contributions.

- Matching Contributions held in Custodial Accounts       Employer Contributions held in Custodial Accounts  
 Matching Contributions held in Annuity Contracts       Employer Contributions held in Annuity Contracts

**Q3. Are my Deferrals available to me once I terminate employment?**

If you terminate employment and your Individual Agreement allows, you may access your Deferrals and QNEC Contributions.

- Yes.  
 No.

**Q4. Can I withdraw money from the Plan while I am still employed?**

The Plan is designed to help you build an account that will help support you during your retirement years. However, you will be able to request a distribution of your Nondeductible Employee Contributions, if any, at any time as allowed by your Individual Agreement. You will be able to request certain additional distributions from the Plan while you are still working for your Employer as indicated below and as allowed by your Individual Agreement. Mandatory Employee Contribution will follow the rules for Employer Contributions.

**In-Service Distributions**

You may request a distribution while you are still employed from the following Plan accounts selected below.

- Transfer contributions at any time.  
 Rollover contributions at any time.  
 The following contributions if you become Disabled.  
      Deferrals.  
      Matching Contributions held in Custodial Accounts       Employer Contributions held in Custodial Accounts  
      Matching Contributions held in Annuity Contracts       Employer Contributions held in Annuity Contracts

Deferrals are eligible for in-service withdrawal if the following conditions are met and the distribution is allowed in your Individual Agreement.

	Deferrals
When you reach age 59½.	✓
When you reach the Normal Retirement Age.	
When you reach age _____.	
After you have participated in the Plan for at least (a) years and reach age (b).	(a) (b)
At any time for pre-1989 Deferrals in an annuity contract.	
You incur a deemed severance because you are on active duty in the uniformed services for a period of more than 30 days without severing from employment with your Employer.	
You were called to active military duty after September 11, 2001, for a period of at least 180 days or an indefinite period, and your distributions are taken after you were called to duty and before your active duty ended.	

The Plan accounts selected below will be eligible for in-service withdrawal if the conditions selected below are met and the distribution is allowed in your Individual Agreement.

- Matching Contributions.  
 Employer Contributions.

	Matching Contributions Custodial Accounts	Matching Contributions Annuity Contracts	Employer Contributions Custodial Accounts	Employer Contributions Annuity Contracts
When you reach age 59½.				
When you reach the Normal Retirement Age.				
When you reach age _____.				
After the contributions you are withdrawing have been allocated to the Plan for at least _____ years.	NA		NA	
After you participate in the Plan for _____ years.	NA		NA	
After you have participated in the Plan for at least (a) years and reach age (b).	(a) (b)	(a) (b)	(a) (b)	(a) (b)
After you become 100% vested, have participated in the Plan for at least (a) years and reach age (b).	(a) (b)	(a) (b)	(a) (b)	(a) (b)
At any time for pre-2009 Employer Contributions and Matching Contributions in an annuity contract.	NA		NA	

### Hardship Distributions

Yes  No

If "Yes" is selected, you have a financial hardship and your Individual Agreement allows, you may take a distribution from your

- Deferrals.
  - Pre-tax Deferrals, not including any earnings.
  - Roth Deferrals, not including any earnings.
- Matching Contributions (annuity contracts).
- Employer Contributions (annuity contracts).

The types of expenses that would qualify for a hardship distribution include medical expenses for you, your spouse or your dependents; payment to purchase your principal residence; tuition and education-related expenses for you, your spouse or your dependents; payments to prevent eviction from your principal residence; funeral expenses for your parent, your spouse, or your dependents; payments to repair your principal residence that would qualify for a casualty loss deduction. Your Employer may modify the list of events that qualify for a hardship distribution when Employer Contributions and/or Matching Contributions are being used to satisfy your hardship request.

### Beneficiary Hardship

Yes  No

If "Yes" is selected, the Plan allows hardship distributions and will consider a financial hardship of your beneficiary as if it were a qualifying hardship of your spouse or dependent. This allows you to withdraw your Deferrals and/or Employer contributions if your beneficiary has a hardship.

Before you take a hardship distribution, you must take all other distributions and all nontaxable loans available to you under the Plan. If you take a hardship distribution of Deferrals, you will not be eligible to make Deferrals (and Nondeductible Employee Contributions, if applicable) for the next six months. If you are under age 59½, the amount you take out of the Plan as a hardship distribution that is taken from pre-tax sources (like pre-tax Deferrals, Mandatory Employee Contributions, Employer Contributions, or Matching Contributions) will be taxable to you and will generally be subject to a 10% penalty tax.

## Q5. Will I be permitted to withdraw Deferrals that are automatically contributed to the Plan on my behalf?

### Withdrawals Under an EACA or QACA

If either "Yes" answer is selected below, you will be permitted to withdraw (without penalty) that portion of your Deferrals that has been automatically contributed to the Plan under the EACA or QACA.

- Yes. If you are automatically enrolled in the Plan, you will be permitted to withdraw Deferrals that were automatically contributed.
- Yes. If you are automatically enrolled in the Plan and have no other Deferrals in the Plan, you will be permitted to withdraw Deferrals that were automatically contributed.
- No. You will not be permitted to withdraw Deferrals that were automatically contributed to the Plan under this provision.

If either of the "Yes" answers is selected above, your election to withdraw must be made within

- 30 days following the payroll date that your first Deferral was deducted from your paycheck and automatically contributed to the Plan.
- 45 days following the payroll date that your first Deferral was deducted from your paycheck and automatically contributed to the Plan.
- 90 days following the payroll date that your first Deferral was deducted from your paycheck and automatically contributed to the Plan.
- \_\_\_\_\_ days following the payroll date that your first Deferral was deducted from your paycheck and automatically contributed to the Plan.

If you choose to withdraw your Deferrals, your withdrawal will also consist of any earnings attributable to those Deferrals. Matching Contributions made by your Employer that are related to those Deferrals will be forfeited.

You will be treated as if you have not participated in the EACA or QACA before if no portion of your Deferrals has been automatically contributed to the Plan under the EACA or QACA for an entire Plan Year. This will affect whether you will be permitted to withdraw that portion of your Deferrals that has been automatically contributed to the Plan under the EACA or QACA after you are rehired or your Deferral election expires and you are reenrolled in the EACA or QACA.

#### **Q6. How will my money be distributed to me if my balance is less than the cashout level or if I request a payment from the Plan?**

If you do not tell your Plan Administrator what to do with your account under the Plan (for example, roll it over to an IRA), and your balance of \$1,000 or less is being cashed-out of the Plan, your Plan Administrator will distribute your Plan account as follows.

- Lump sum
- Direct rollover to an IRA

If you request a payment, you may choose from the following options for your payment.

- Lump sum
- Non-recurring partial payments
- Installment payments
- Annuity contract (other than a life annuity if the Retirement Equity Act safe harbor applies)

If your distribution is eligible to be rolled over, you may choose to have your distribution paid to another eligible retirement arrangement. Contact the Plan Administrator for the documentation and procedures that apply to rollovers.

#### **Q7. How do I request a payout?**

You (or your beneficiary) must complete a payout form that is provided by or approved by your Employer or follow other procedures defined by your Employer for processing distributions.

If you are taking a hardship distribution, you must provide documents to verify that you have a hardship event that qualifies for a Plan distribution.

If you die, incur a Disability, reach Normal Retirement Age or terminate your employment and you qualify for and request a distribution, your distribution will begin (subject to your Individual Agreement) as soon as administratively feasible after

- the date you (or your beneficiary in the case of your death) request a distribution.
- the next valuation date after you (or your beneficiary in the case of your death) request a distribution.
- the last day of the Plan Year in which you (or your beneficiary in the case of your death) request a distribution.
- the last day of the Plan Year in which you (or your beneficiary in the case of your death) request a distribution, or you request a distribution and incur \_\_\_\_\_ consecutive breaks in vesting service, whichever is later.

If you terminate your employment and you qualify for and request a distribution, your distribution will begin as soon as administratively feasible after

- the date you request a distribution.
- the next valuation date after you request a distribution.
- the last day of the Plan Year in which you request a distribution.
- the last day of the Plan Year in which you request a distribution, or you request a distribution and incur \_\_\_\_\_ consecutive breaks in vesting service, whichever is later.

See your Plan Administrator to determine the Plan's valuation date(s), if applicable.

#### **Q8. What if I die before receiving all of my money from the Plan?**

If you die before taking all of your assets from the Plan, the remaining balance will be paid to your designated beneficiary. If you do not name a beneficiary and you are married, your spouse will be your beneficiary. If you do not name a beneficiary and you are not married, your remaining balance in the Plan will be paid to your estate.

To designate your beneficiary, you must complete the beneficiary designation form or follow alternate procedures established by your Employer. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. It is important to review your designation from time to time and update it if your circumstances change (for example, a divorce, death of a named beneficiary).

Your beneficiary will generally have the same options regarding the forms of distributions that are available to you as a Participant. If the Plan is subject to the spousal consent requirements, however, and the balance is greater than \$5,000, your beneficiary may be required to take the payouts in the form of a life annuity, unless the annuity has been properly waived by you (and your spouse, if applicable) during your lifetime. Your spouse beneficiary may also have the option of rolling their distribution into an IRA. Your non-spouse beneficiary may also have the option of rolling their distribution into an inherited IRA.

If you die after beginning required minimum distributions, as described in the following question, your beneficiary must continue taking annual distributions from the Plan at least annually. If you die before beginning required minimum distribution payments, your beneficiary may have the option of (1) taking annual payments beginning the year following your death (or the year you would have started required minimum distributions, if your spouse is your beneficiary), or (2) delaying their distribution until the year containing the fifth anniversary of your death, provided they take the entire remaining amount during that fifth year.

#### **5-Year Rule**

If you die before you are required to begin age 70½ distributions, options available to your beneficiary are subject to the following additional limitations.

- Your beneficiary must take your entire balance by the end of the year in which the fifth anniversary of your death occurs.
- You (or your beneficiary, if you have not made a prior election) may decide whether your beneficiary must take your entire balance by the end of the year in which the fifth anniversary of your death occurs.

The Plan permits beneficiaries to directly roll over their portion of the individual account to an inherited IRA. Such a distribution must otherwise qualify as a distribution that is eligible to roll over.

### **Q9. If I am married, does my spouse have to approve my distributions from the Plan?**

#### **Spousal Consent Rules Do NOT Apply to the Plan**

You are not required to get consent from your spouse in order to take a payout or loan from the Plan. However, your spouse must be your beneficiary under the Plan unless your spouse provides written consent to designate a different beneficiary.

#### **Spousal Consent Rules Apply to the Plan**

If you are married, you must get written consent from your spouse to take a distribution or loan from the Plan in any form other than a qualified joint and survivor annuity or to name someone other than your spouse as your beneficiary. The annuity would need to be structured to provide a benefit while you are both alive and then to provide a survivor benefit that is equal to 50 % of the amount you received while you were both living. Your Employer will provide you with more information regarding your annuity options when it comes time for you to make a payout decision. Your Employer's payout request forms or other procedures established by your Employer will provide you and your spouse the option to waive the annuity and take the payment in some other form permitted by the Plan. Your spouse must also consent to any Plan loans that you request.

### **Q10. Do any penalties or restrictions apply to my payments?**

Generally, if you take a payment from the Plan before you are age 59½, a 10% early distribution penalty will apply to the taxable portion of your payment. There are some exceptions to the 10% penalty. Your tax advisor can assist you in determining whether you qualify for a penalty exception.

If your payment is eligible to be rolled over and you take the payment rather than rolling it over to another retirement arrangement, 20% of the taxable portion of your payment will be withheld and sent to the IRS as a credit toward the taxes you will owe on the payment amount.

**EXAMPLE:** You request a \$10,000 payment from your Plan balance. If the amount is eligible to be rolled over to another plan, but you choose not to roll it over, you will receive \$8,000 and \$2,000 will be sent to the IRS.

If you have made Roth Deferrals into the Plan, each distribution will consist of a portion of your after-tax Roth Deferrals and a portion of the earnings attributable to the Roth Deferrals (which have not been taxed). The earnings will be included in income and generally subject to the 10% early distribution penalty unless you are eligible to take a qualified Roth distribution. You may take a qualified Roth distribution only if at least five years have passed since you first began making Roth Deferrals and you take the distribution because you reach age 59½, you become Disabled, or you die and the payment is being made to your beneficiary.

### **Q11. What if the Plan is terminated?**

The Plan may be terminated at any time by the Employer at any time as determined by its managing body. If the Plan is terminated, your entire account balance will be distributed from the Plan. To the extent you are invested in an annuity contract, you will receive a distribution of the contract.

**Q12. Can I take a loan from the Plan?**

- No. Your Plan is designed to help you save for retirement and does not allow you to take a loan from your account under the Plan. If "No" is selected, the remainder of this Question 12 and Questions 13 and 14 below do not apply to the Plan.
- Yes. Although the Plan is designed primarily to help you save for retirement, you may take a loan from the Plan (if your Individual Agreement allows for it) if the loan is used for
  - any purpose.
  - to purchase your principal residence.
  - to pay for post-secondary tuition for you or your immediate family.
  - to pay medical expenses for you or your immediate family.
  - to pay rent or mortgage payments to prevent eviction or foreclosure from your principal residence.
  - to pay funeral expenses.
  - to pay uninsured damage to your principal residence.
  - other \_\_\_\_\_.

You will be permitted to have only 2 loan(s) outstanding at any time.

The maximum loan amount available to you will be

- \$50,000 or one-half of your vested balance in the Plan, whichever is less.
- other \_\_\_\_\_.

No loans will be issued for less than \$1000. A portion of your Plan balance will be pledged as security for your loan.

- This plan contains Roth Deferrals, but does not allow you to take loans from Roth Deferrals and earnings.

These loan provisions are effective: 5/1/2020.

**Q13. How do I apply for a loan?**

To apply for a loan you must complete and submit the loan application provided (or approved) by your Plan Administrator and pay any applicable loan fees. Your loan administrator is the Plan Administrator.

You can contact your loan administrator at:

Business Address: 2701 University Parkway Winston-Salem NC 27105  
 Business Telephone: 336-714-3057

Your loan administrator will administer the loan program and will consider the following when reviewing your loan request.

- The vested portion of your account
- Other \_\_\_\_\_.

The interest rate for your loan will be computed using the

- prime rate (as specified in the Wall Street Journal).
- prime rate (as specified in the Wall Street Journal) plus 1%.
- other \_\_\_\_\_.

**Q14. What if I don't repay my loan?**

You will be required to repay the loan amount (plus interest) to the Plan. If you default on the loan, you will be taxed on the taxable portion of the outstanding loan balance (plus interest) and will be subject to a 10% penalty if you are under age 59½. The following events will cause a loan default:

- failure to remit payment in a timely manner as required under the loan agreement (*required*)
- breach of any of your obligations or duties under the loan agreement (*required*)
- terminating employment
- other (*specify*): \_\_\_\_\_.

If you default on your loan for failing to make your scheduled loan payments, you will not be taxed on the taxable portion of the outstanding loan balance (plus interest) if you make up the missed payments

- before the end of the quarter following the quarter in which the default occurred.
- before \_\_\_\_\_.
- immediately.

If you have a loan outstanding when you terminate employment and terminating employment is a loan default event, you will not be taxed on the taxable portion of the outstanding loan balance (plus interest) if you repay the loan

- by the end of the quarter following the quarter in with the default occurred.  
 by the earlier of a) the date designated by the plan sponsor, or b) 60 days after separation from service  
 immediately.

## DEFINITIONS

**Adverse Determination** – An Adverse Determination is a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of your or your beneficiary's eligibility to participate in the Plan.

**Compensation** – The definition of Compensation under the Plan can vary depending upon the purpose (such as allocations, nondiscrimination testing, or deductions). Your Employer has elected to use the following definition of Compensation.

### General Compensation Definition

*W-2 Compensation* – In general, the amount of your earnings from your Employer taken into account under the Plan is all earnings reported to you on Form W-2. This definition will be used for

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

*3401 Compensation* – The Plan uses a definition of Compensation referred to as 3401(a) wages. In general, the amount of your wages from your Employer used to calculate income tax withholding will be considered Compensation under the Plan. Certain amounts reflected on your Form W-2 may not be included in Compensation under the Plan. This definition will be used for

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

*415 Compensation* – The Plan uses a definition of Compensation referred to as 415 safe harbor wages. In general, the amount of your wages or fees from professional services from your Employer that are included in your gross income will be considered Compensation under the Plan. Certain amounts reflected on your Form W-2 may not be included in Compensation under the Plan (such as amounts received in a sale of qualified or nonqualified stock options, and distributions from deferred compensation plans). This definition will be used for

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

### Compensation Measuring Period

The measuring period for Compensation will be the Plan Year for purposes of

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

the calendar year for purposes of

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

the 12-month period beginning \_\_\_\_\_ for purposes of

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

Compensation will generally mean

only Compensation paid to an employee during the measuring period after becoming a Participant for purposes of

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

all of a Participant's Compensation paid during the measuring period for purposes of

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

### Adjustments to Compensation

Amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) plan, a 414(h) governmental pick-up plan, a 457 deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits that you receive will be

included in Compensation for purposes of

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

excluded from Compensation for purposes of

- Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

Amounts deemed to be compensation (Code Section 125) that relate to an automatic enrollment cafeteria plan where you fail to provide proof of insurance  will  will not be included when determining your Compensation.

The definition of Compensation used under the Plan has been further adjusted to exclude the following amounts.

Bonuses that you receive will not be considered Compensation for purposes of

Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

Overtime pay will not be included in the Compensation for purposes of

Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

Commissions that you receive will not be considered Compensation for purposes of

Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

Differential military pay that you receive will not be considered Compensation for purposes of

Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

Reimbursements or other expense allowances, fringe benefits (cash & noncash), moving expenses, deferred compensation and welfare benefits will not be considered Compensation for purposes of

Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

Other \_\_\_\_\_

Deferrals.  Matching Contributions.  Employer Contributions.  Mandatory Employee Contributions.

If you receive payments from your Employer within 2½ months after severing your employment, any regular pay for services you performed before severance will be included in Compensation. The following types of post-severance payments will affect Compensation as follows:

Unused accrued sick, vacation or other leave that you are entitled to cash out will be

included.

excluded.

Deferred compensation paid from a nonqualified plan will be

included.

excluded.

### Compensation Limit

The maximum amount of a Participant's Compensation that will be taken into account under the Plan is \$280,000 (for 2019). This amount will increase as the cost-of-living increases.

**Deferrals** – Deferrals are the dollars you choose to contribute to the Plan through payroll deduction. If your Employer permits Roth contributions in the Plan, the term Deferral will refer to contributions that you make either on a pre-tax basis or as a Roth after-tax contribution.

**Disabled** – You will be considered Disabled if you cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months.

### Early Retirement Age –

There is no Early Retirement Age designated under the Plan.

Age \_\_\_\_\_ and \_\_\_\_\_ years of vesting service with your Employer.

**Employer** – The Employer who adopted this Plan is Goodwill Industries of Northwest North Carolina, Inc.. Your Employer will also serve as the Plan Administrator, as defined in ERISA, who is responsible for the day-to-day operations and decisions regarding the Plan, unless a separate Plan Administrator is appointed for all or some of the Plan responsibilities. The term Employer, as used in this Summary Plan Description, will also mean Plan Administrator, as that term is used in ERISA.

**Employer Contribution** – Your Employer may choose to make Employer Contributions for Participants who meet the Employer Contribution eligibility requirements. Your eligibility to receive Employer Contributions is not dependent upon whether you make Deferrals.

**Highly Compensated Employee** – A Highly Compensated Employee is any employee who

- 1) was more than a 5% owner at any time during the year or the previous year, or
- 2) for the previous year had Compensation from the Employer greater than \$125,000 (for 2019). This amount will increase as the cost-of-living increases.

**Hour of Service** – An Hour of Service may be measured differently for different purposes under the Plan.

For purposes of determining Plan eligibility, an Hour of Service will be based on

- elapsed time method. You will get service credit for the period of time from your first day of employment through the date you incur a break in service.
- hours of service method. You will get service credit for
  - actual hours for which you are entitled to pay.
  - days worked (10 hours credited).
  - weeks worked (45 hours credited).
  - semi-monthly payroll periods worked (95 hours credited).
  - months worked (190 hours credited).

For purposes of determining your eligibility to receive Employer contributions, an Hour of Service will be based on

- elapsed time method. You will get service credit for the period of time from your first day of employment through the date you incur a break in service.
- hours of service method. You will get service credit for
  - actual hours for which you are entitled to pay.
  - days worked (10 hours credited).
  - weeks worked (45 hours credited).
  - semi-monthly payroll periods worked (95 hours credited).
  - months worked (190 hours credited).

For purposes of determining the vested percentage of your benefits under the Plan, an Hour of Service will be based on

- elapsed time method. You will get service credit for the period of time from your first day of employment through the date you incur a break in service.
- hours of service method. You will get service credit for
  - actual hours for which you are entitled to pay.
  - days worked (10 hours credited).
  - weeks worked (45 hours credited).
  - semi-monthly payroll periods worked (95 hours credited).
  - months worked (190 hours credited).

**Individual Agreements** – All contributions to the Plan will be invested either in annuity contracts or in mutual funds held in custodial accounts. The agreements between the vendor and your Employer or you that constitute or govern the annuity contracts and custodial accounts are referred to as Individual Agreements. The Individual Agreements explain the unique rules that apply to each Plan investment and may, in some cases, limit your options under the Plan, including your transfer and distribution rights.

**Initial Period** – Your Initial Period begins on the date you first participate in the QACA and ends on the last day of the Plan Year that starts after the date you first participate in the QACA.

**Mandatory Employee Contribution** – Your Employer may require that once you have met the eligibility requirements, you must make a Mandatory Employee Contribution. Mandatory Employee Contributions are pre-tax contributions.

**Matching Contribution** – Your Employer may make Matching Contributions to the Plan based on the amount of Deferrals, Mandatory Employee Contributions or Nondeductible Employee Contributions you contribute to the Plan.

**Nondeductible Employee Contribution** – Nondeductible Employee Contributions are amounts, other than Roth Deferrals, that you contribute to the Plan on an after-tax basis. The earnings on these contributions accumulate tax-free until paid out of the Plan.

**Normal Retirement Age** –

- Age 62.
- Age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan year in which you became a Plan Participant, whichever is later.

**Participant** – An employee or former employee of the Employer who has satisfied the eligibility requirements and entered the Plan.

**Plan** – The Plan described in this Summary Plan Description is the Goodwill Industries of Northwest 403(b) Plan.

**Plan Administrator** – Your Employer is responsible for the day-to-day administration of the Plan unless an appointed Plan Administrator is named in the ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA section of this SPD.

**Plan Year** – The Plan Year is

- the 12-month period which is the same as your Employer's tax year.
- the calendar year.
- the 52/53 week period ending on the last \_\_\_\_\_ nearest \_\_\_\_\_ of each year.
- other \_\_\_\_\_.

**Predecessor Employer Service** – If you have worked for the employer(s) listed below, you will receive credit for Hours of Service for the following purposes:

- Eligibility.
- Vesting.
- Allocation of contributions.

Name of Predecessor Employer(s): \_\_\_\_\_

You will be eligible to receive credit for Hours of Service worked with a Predecessor Employer(s) if you meet the following additional requirements:

\_\_\_\_\_

**Qualified Nonelective Contribution** – Your Employer may make Qualified Nonelective Contributions to satisfy certain nondiscrimination tests that apply to the Plan. Your Employer may also make a QNEC based on the formula in the Plan document each year for those who meet the eligibility requirements for a QNEC. Your eligibility to receive a QNEC does not depend on whether you make Deferrals. These contributions are discretionary and are 100% vested when made.

**Required Beginning Date** – When you reach age 70½ you will generally need to begin taking a portion of your balance out of the Plan each year. This distribution is called a required minimum distribution or RMD. If you continue to work for your Employer after age 70½, you  may  may not delay required distributions until you actually stop working for your Employer unless you own more than 5% of the Employer. If you own more than 5% of the Employer, you will need to begin taking payments at age 70½ even if you are still employed. The annual required distribution amount is generally based on your account balance divided by a life expectancy factor outlined in retirement plan regulations.

For assets in your account as of 12/31/1986, you will not be required to take minimum distributions until the later of age 75 or separation from service. Provided that your balance as of 12/31/1986 is known, for the time period between age 70½ and age 75, the required minimum distribution calculation will use only the assets accrued after 12/31/1986. Once you reach age 75, the calculation will include your entire account balance. You may also have the option to satisfy your required minimum distributions from the Plan by aggregating all your 403(b) plans and taking the required minimum distributions from any one or more of your individual 403(b) plans.

**Taxable Wage Base** – The Social Security Administration sets a contribution and benefit base level each year which is referred to as the Taxable Wage Base.

**Tax Year End** – Your Employer's Tax Year End is \_\_\_\_\_ 12/31 \_\_\_\_\_.

## INVESTING YOUR PLAN ACCOUNT

### Q1. Am I responsible for selecting the investments for my account under the Plan?

- No. Your Employer is responsible for selecting appropriate investments for your Plan contributions. The value of your account under the Plan will change based on the performance of specific investments selected for your account. Your Employer may adjust your Plan investments from time to time as your Employer considers appropriate.
- Yes. You have the right to decide how your Plan account will be invested. Your Employer and vendor(s) will establish administrative procedures that you must follow to select your investments. You may choose from those options available only from approved vendors eligible under the Plan to accept your contributions. Your Employer can provide a list of approved vendors.
- Yes. You have the right to decide how your Plan account will be invested. Your Employer and vendor(s) will establish administrative procedures that you must follow to select your investments. You may choose from those options available from approved vendors eligible under the Plan to accept your contributions as well as other vendors only if they have agreed to certain conditions. Your Employer can provide a list of approved vendors and other vendors that have agreed to these conditions.

If "Yes" is selected, you Employer will permit you to select the investments for the following portions of your Plan account. The option for Deferrals below will also apply to contributions made as a QNEC, ACP safe harbor, and QACA ACP safe harbor. The option for Matching Contributions below will also apply to ACP additional safe harbor and QACA ACP additional safe harbor contributions.

- The entire account.
- Those accounts that the Plan Administrator may designate from time to time.
- The following accounts (*select all that apply*):
  - Deferral account.
  - Matching Contribution account.
  - Employer Contribution account.
  - Rollover contribution account.
  - Transfer contribution account.
  - Other \_\_\_\_\_

### ERISA Sec. 404(c) Plan

If "Yes" is selected, your Employer intends to operate this Plan in compliance with Section 404(c) of the Employee Retirement Income Security Act (ERISA), and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that your Employer and others in charge of the Plan will not be responsible for any losses that result from investment instructions given by you or your beneficiary.

Yes  No

### Q2. How frequently can I change my investment elections?

You may change your investment selections at such times as determined by your Employer.

### Q3. Where will Plan contributions be invested?

Contributions will be invested in one or more of the following funding vehicles that are available under the Plan.

Funding Vehicles that your Employer has designated.

Custodial accounts established by you.

Pooled custodial accounts.

Individual annuity contracts.

Group annuity contracts.

Other \_\_\_\_\_

## ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA

### Q1. Who established the Plan?

The official name of the Plan is Goodwill Industries of Northwest 403(b) Plan.

The Employer who adopted the Plan is Goodwill Industries of Northwest North Carolina, Inc.

Federal Tax Identification Number: 56-0588474

Business Address: 2701 University Parkway Winston-Salem NC 27105

Business Telephone Number: 336-714-3057

Plan Sequence Number: 003

Additional Employers that share common control with your Employer may also adopt the Plan. You may obtain a complete list of other Employers adopting the Plan by submitting a written request to your Employer.

This Plan is a 403(b) defined contribution plan, which means that contributions to the Plan made on your behalf (and earnings) will be separately accounted for within the Plan.

The Employer makes the contributions to a custodian where assets are held for the benefit of the Participants. These contributions are then administered by the vendors that constitute or govern the annuity contracts and custodial accounts. Please contact your Employer for a list of authorized Vendors.

### Q2. Who is responsible for the day-to-day operations of the Plan?

Your Employer is responsible for the day-to-day administration of the Plan unless a Plan Administrator is appointed below.

**Appointed Plan Administrator**

Your Employer has appointed the following Plan Administrator to handle the day-to-day operation of the Plan.

Plan Administrator Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

To assist in operating the Plan efficiently and accurately, your Employer may appoint additional persons or organizations to act on its behalf or to perform certain functions. References to Employer in this Summary Plan Description will include the Plan Administrator named above.

### Q3. Who pays the expenses for operating the Plan?

All reasonable Plan administration expenses, including those involved in retaining necessary professional assistance, may be paid from the assets of the Plan, to the extent permitted by the Individual Agreements. These expenses may be allocated among you and all other Plan Participants or, for expenses directly related to you, charged against your account balance. Examples of expenses that may be directly related to you include: general recordkeeping fees and expenses related to processing your distributions or loans (if applicable), processing qualified domestic relations orders, and processing your Plan investment direction, if applicable. Finally, the Employer may, in its discretion, pay any or all of these expenses. For example, the Employer may pay expenses for current employees, but may deduct the expenses of former employees directly from their accounts. Your Employer will provide you with a summary of all Plan expenses and the method of payment of the expenses upon request.

**Q4. Does my Employer have the right to change the Plan?**

The Plan will be amended from time to time to incorporate changes required by the law and regulations governing retirement plans. Your Employer also has the right to amend the Plan to add new features or to change or eliminate various provisions. An Employer cannot amend the Plan to take away or reduce protected benefits under the Plan (for example, the Employer cannot reduce the vesting percentage that applies to your current balance in the Plan).

Your Employer has elected to retain the following provisions from prior versions of the Plan for certain Plan assets.

---

---

---

**Q5. Does participation in the Plan provide any legal rights regarding my employment?**

The Plan is not intended to provide, and does not provide any additional rights to employment or constitute a contract for your employment. The purpose of the SPD is to help you understand how the Plan operates and the benefits available to you under the Plan. The Plan document is the legal document that controls the operation of (and rights granted under) the Plan. If there are any inconsistencies between this SPD and the Plan document, the Plan document will be followed.

**Q6. Can creditors or other individuals request a payout from my Plan balance?**

Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One major exception to this rule is that your Employer may distribute or reallocate your benefits in response to a qualified domestic relations order (QDRO). A qualified domestic relations order is an order or decree issued by a court that requires you to pay child support or alimony or to give a portion of your Plan account to an ex-spouse or legally separated spouse. Your Employer will review the order to ensure that it meets certain criteria before any money is paid from your account. You (or your beneficiary) may obtain, at no charge, a copy of the procedures your Employer will use for reviewing and qualifying domestic relations orders.

**Q7. How do I file a claim?**

To claim a benefit that you are entitled to under the Plan, you must file a written request with your Employer. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize the Employer to conduct any necessary examinations and take the steps to evaluate your claim.

**Q8. What if my claim is denied, in whole or in part?**

**Non-Disability Determination**

Except as described below, if your claim is denied (in whole or in part), your Plan Administrator will provide you (or your beneficiary) with notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 90 days after the date your claim was filed. The 90-day time period may be extended for up to 90 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 90-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary; and
- iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review.

**Disability Determination**

Except as described below, if your disability claim is denied, (in whole or in part), your Plan Administrator will provide notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 45 days after the date your claim was filed. The 45-day time period may be extended for up to 30 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

If, before the end of the 30-day extension, your Plan Administrator determines that, due to matters beyond the control of the Plan, a decision regarding your claim cannot be made within the 30-day extension, the period for making the decision may be extended for an additional 30 days, provided that your Plan Administrator notifies you, in writing or in any other allowable format, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date by which a decision is expected to be made regarding your claim. The notice will specifically explain the standards on which the approval of your claim will be based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days within which to provide the specified information.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;
- iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the ERISA following a claim denial on review;
- v. If your Plan Administrator used an internal rule or guideline in making the Adverse Determination, either 1) the specific rule or guideline, or 2) a statement that the rule or guideline was relied upon in denying your claim, and that a copy of the rule or guideline will be provided free of charge to you upon request; and
- vi. If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

## **Q9. May I appeal the decision of the Employer?**

### **Non-Disability Determination**

You or your beneficiary will have 60 days from the date you receive the notice of an Adverse Determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 60 days after the date your request for review was filed. The 60-day time period may be extended for up to 60 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any allowable format, or in any other allowable format, before the end of the initial 60-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your appeal is filed. If the period of time is extended because you fail to submit information necessary to decide your appeal, the period for approving or denying your appeal will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

In the case of an Adverse Determination, the notification will provide the following:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. 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; and
- iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA.

### **Disability Determination**

You will have 180 days from the date you receive the notice of an adverse benefit determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your claim will be reviewed independent of your original claim and will be conducted by a named fiduciary of the Plan other than the individual who denied your original claim or any of his or her employees.

In deciding an appeal of an Adverse Determination that is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

Your Plan Administrator will provide you with the name(s) of the health care professional(s) who was consulted in connection with your original claim, even if the Adverse Determination was not based on his or her advice. The health care professional consulted for purposes of your appeal will not be the same person or any of his or her employees.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 45 days after the date your request for review was filed. The 45-day period may be extended for up to 45 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal. Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your claim within a reasonable amount of time, but not later than 60 (45 if the claim is for disability) days after the date your request for review was filed. The 60-day time period may be extended by the Plan if the Plan Administrator determines that an extension is necessary due to matters beyond the control of the Plan. The Plan Administrator will notify you, before the end of the 60-day period, of the reason(s) for the extension and the date the Plan expects to make a decision. Generally, the extension period will end prior to 120 days from the date your request for review was filed.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

In the case of an Adverse Determination, the notification will include:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. 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;
- iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA;
- v. If your Plan Administrator used an internal rule or guideline in making the Adverse Determination, either 1) the specific rule or guideline, or 2) a statement that the rule or guideline was relied upon in making the Adverse Determination and that a copy of the rule or guideline will be provided free of charge to you upon request; and
- vi. If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

**Q10. If I need to take legal action that involves the Plan, who is the agent for service of legal process?**

The person who can be served with legal papers regarding the Plan is

Name: Curtis Bland

Address: 2701 University Parkway, Winston-Salem, NC 27105

Your Employer can also be served with required legal documents.

**Q11. If the Plan terminates, does the federal government insure my benefits under the Plan?**

If the Plan terminates, you will become fully vested in your entire balance under the Plan, even if you would not otherwise have a sufficient number of years of vesting service to be 100% vested in your balance. You will be entitled to take your entire balance from the Plan following termination.

The type of plan in which you participate is not insured by the Pension Benefit Guarantee Corporation, the government agency that insures certain pension plan benefits upon plan termination.

## **Q12. What are my legal rights and protections under the Plan?**

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to do the following.

### **Receive Information About Your Plan and Benefits**

1. Examine, without charge, at the Employer's office and at other specified locations, such as worksites and union halls, all Plan documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon request to the Employer, copies of documents governing the operations 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 (SPD). The Employer may charge a reasonable fee for the copies.
3. Receive a summary of the Plan's annual financial report. The Employer is required by law to furnish each Participant with a copy of this Summary Annual Report.
4. Obtain, once a year, a statement of the total pension benefits accrued and the vested pension benefits (if any) or the earliest date on which benefits will become vested. The Plan may require a written request for this statement, but it must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

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, your union, 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.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you may 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 Employer to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Employer. 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. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds your claim is frivolous.

### **Assistance with Your Questions**

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

Further, if this Plan is maintained by more than one Employer, you may obtain a complete list of all such Employers by making a written request to your Employer.

# Disability Claims Procedures

## Summary of Material Modifications

Name of Plan Goodwill Industries of Northwest 403(b) Plan

Name of Adopting Employer Goodwill Industries of Northwest North Carolina, Inc.

Plan Sequence Number 003 Plan Year End 12/31

The purpose of this document is to update your Summary Plan Description (SPD) regarding several provisions. This document is very important and should be maintained with your SPD. Unless otherwise noted, these updates apply to claims for disability benefits under the Plan that are made on or after April 1, 2018. The following sections of your SPD are amended to read as follows:

### ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA

#### Q7. How do I file a claim?

To claim a benefit that you are entitled to under the Plan, you must file a written request with the Plan Administrator. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize the Plan Administrator to conduct any necessary examinations and take the steps to evaluate your claim.

#### Q8. What if my claim is denied, in whole or in part?

##### Non-Disability Determination

Except as described below, if your claim is denied (in whole or in part), your Plan Administrator will provide you (or your beneficiary) with notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 90 days after the date your claim was filed. The 90-day time period may be extended for up to 90 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 90-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary; and
- iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review.

##### Disability Determination

Except as described below, if your disability claim is denied, (in whole or in part), your Plan Administrator will provide notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 45 days after the date your claim was filed. The 45-day time period may be extended for up to 30 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

If, before the end of the 30-day extension, your Plan Administrator determines that, due to matters beyond the control of the Plan, a decision regarding your claim cannot be made within the 30-day extension, the period for making the decision may be extended for an additional 30 days, provided that your Plan Administrator notifies you, in writing or in any other allowable format, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date by which a decision is expected to be made regarding your claim. The notice will specifically explain the standards on which the approval of your claim will be based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days within which to provide the specified information.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;
- iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the ERISA following a claim denial on review;
- v. 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 the health care professionals treating you and the vocational professionals who evaluated you;
  - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your Adverse Determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - a disability determination you presented the Plan made by the Social Security Administration;
- vi. If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical judgment for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request;
- vii. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was relied upon in making the Adverse Determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
- viii. A statement that the 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.

## **Q9. May I appeal the decision of the Plan Administrator?**

### **Non-Disability Determination**

You or your beneficiary will have 60 days from the date you receive the notice of an Adverse Determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 60 days after the date your request for review was filed. The 60-day time period may be extended for up to 60 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any allowable format, before the end of the initial 60-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your appeal is filed. If the period of time is extended because you fail to submit information necessary to decide your appeal, the period for approving or denying your appeal will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

In the case of an Adverse Determination, the notification will provide the following:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. 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; and
- iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA.

### **Disability Determination**

You will have 180 days from the date you receive the notice of an adverse benefit determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your claim will be reviewed independent of your original claim and will be conducted by a named fiduciary of the Plan other than the individual who denied your original claim or any of his or her employees.

In deciding an appeal of an Adverse Determination that is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

Your Plan Administrator will provide you with the name(s) of the health care professional(s) who was consulted in connection with your original claim, even if the Adverse Determination was not based on his or her advice. The health care professional consulted for purposes of your appeal will not be the same person or any of his or her employees.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 45 days after the date your request for review was filed. The 45-day period may be extended for up to 45 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you, free of charge, any new or additional evidence that was considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination for your claim as well as any new or additional rationale that was the basis of the benefit determination for your claim. Such new or additional information will be provided as soon as possible and sufficiently in advance of the date on which the notice of the Adverse Determination is required to be provided to you so that you will have a reasonable opportunity to respond.

In the case of an Adverse Determination, the notification will include:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. 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;
- iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA, including any contract limitations period that applies to your right to bring such action and the calendar date on which the limitation period expires;
- v. 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 the health care professionals treating you and the vocational professionals who evaluated you;
  - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your Adverse Determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - a disability determination you presented the Plan made by the Social Security Administration;
- vi. If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical judgment for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- vii. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was relied upon in making the Adverse Determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist.

# Hardship Distribution Summary of Material Modifications

Name of Plan Goodwill Industries of Northwest 403(b) Plan

Name of Adopting Employer Goodwill Industries of Northwest North Carolina, Inc.

Plan Sequence Number 003

Plan Year End 12/31

The purpose of this document is to update your Summary Plan Description (SPD). This document is very important and should be kept with your SPD. The following update to your SPD is limited to certain hardship distribution provisions and does not impact the other provisions of the SPD. To the extent that any provisions of this Summary of Material Modifications (SMM) conflict with your SPD, the terms of this SMM will apply. The following sections of your SPD are amended to read as follows:

## DISTRIBUTIONS AND LOANS

### Q1. Can I withdraw money from the Plan while I am still employed?

#### **Hardship Distributions of QNECs and Safe Harbor Contributions**

Yes  No

If "Yes" is selected and you have a financial hardship, you may take a distribution from QNECs, ACP safe harbor contributions, or QACA ACP safe harbor employer contributions, not including any earnings on the respective contributions, from annuity contracts.

This provision is effective 5/1/2021.

The types of expenses that qualify for a hardship distribution include medical expenses for you, your spouse, or your dependents; payment to purchase your principal residence; tuition and education-related expenses for you, your spouse, or your dependents; payments to prevent eviction from your principal residence; funeral expenses for your parent, your spouse, or your dependents; payments to repair your principal residence that qualify for a casualty loss deduction; and expenses and losses (including loss of income) that you incurred as a result of a disaster declared by the Federal Emergency Management Agency because your principal residence or principal place of employment was located in the area at the time of the disaster. Your Employer may modify the list of events that qualify for a hardship distribution when Employer Contributions and/or Matching Contributions are being used to satisfy your hardship request.

Before you take a hardship distribution, you must take all other distributions,  including  not including all nontaxable loans available to you under the Plan and all other plans maintained by the Employer.

In addition, you will be required to satisfy the following additional condition(s) before you take a hardship distribution:

\_\_\_\_\_  
This provision is effective 5/1/2021.

If you take a hardship distribution from the following types of contributions, you  will  will not be eligible to make Deferrals (and Nondeductible Employee Contributions, if applicable) for the next six months.

Elective Deferrals.  Matching Contributions (annuity contracts).  Employer Contributions (annuity contracts).

This provision is effective 12/31/2019.

In addition, any existing six-month restriction from being eligible to make Deferrals (and Nondeductible Employee Contributions, if applicable) following the hardship distribution  will  will not continue to apply.

This provision is effective 12/31/2019.

If you take a hardship distribution during the Plan Year beginning on or after January 1, 2020, you will be eligible to make Deferrals (and Nondeductible Employee Contributions, if applicable) immediately following the hardship distribution.

# Summary of Material Modifications

Name of Plan Goodwill Industries of Northwest 403(b) Plan

Name of Adopting Employer Goodwill Industries of Northwest North Carolina, Inc.

Plan Sequence Number 003 Plan Year End 12/31

The purpose of this document is to update your Summary Plan Description (SPD). This document is very important and should be kept with your SPD. The following update to your SPD is limited to changes to certain provisions of the SPD. The following sections of your SPD are amended to include the following. Unless otherwise noted, the effective date of this Summary of Material Modifications (SMM) is the first day of the first Plan Year beginning on or after January 1, 2020. To the extent that any provisions of this SMM conflict with your SPD, the terms of this SMM will apply.

## CONTRIBUTIONS

**Q7. If I am automatically enrolled, how much will be contributed on my behalf and will the amount of the contributions change?**

**QACA**

- If your SPD indicates that the QACA feature of the Plan applies and your Employer has elected to increase the cap on the portion of your Compensation that will be automatically contributed from each paycheck to the Plan to more than 10%, the QACA rate schedule for the Plan is:

Initial Rate	_____ %
Rate Two	_____ %
Rate Three	_____ %
Rate Four	_____ %
Rate Five	_____ %
Rate Six	_____ %
Rate Seven	_____ %
Rate Eight	_____ %
Rate Nine	_____ %
Rate Ten	_____ %
Rate Eleven	_____ %
Rate Twelve	_____ %
Rate Thirteen	_____ %

This provision is effective \_\_\_\_\_.

**Q12. Will my Employer make safe harbor contributions on my behalf?**

- Your Employer has elected to operate this Plan as a safe harbor 403(b) plan. This means that the Plan will be exempt from certain compliance testing requirements because of the safe harbor contributions that will be made to the Plan, as described below. Safe harbor contributions will be fully vested at all times and cannot be forfeited, even if you terminate employment.

***Age and/or Service Requirements***

You will generally become eligible to participate in the Plan for purposes of the safe harbor contributions after you meet the age and service requirements listed below.

Age

- No age requirements apply.  
 Age \_\_\_\_\_.

Eligibility Service

- No eligibility service requirements apply.  
 You must complete \_\_\_\_\_ consecutive months of eligibility service beginning with your date of hire.  
 You must complete \_\_\_\_\_ consecutive months of eligibility service during which you work at least \_\_\_\_\_ hours.  
 You must complete one year of eligibility service.  
 Other.

---



---



---

You may refer to the SPD previously provided to you for additional information regarding eligibility service requirements for the Plan. If no eligibility service requirements are addressed in the SPD for any other contribution sources, refer to the definition of Hour of Service for purposes of determining Plan eligibility. If the hours of service method applies, you will be credited with a year of eligibility service if you worked at least 1,000 hours during your initial eligibility measuring period. Your initial eligibility measuring period will be the 12-month period beginning with your hire date. If you do not satisfy the eligibility requirements during that first measuring period, you will still satisfy the eligibility requirements if you work 1,000 hours during any Plan Year as long as you do not first incur a break in eligibility service.

**Entry Date**

Once you have met any age and service requirements indicated above, you will enter the Plan for purposes of safe harbor contributions

- immediately.
  - the first day of the next month.
  - the first day of the next quarter.
  - the next semi-annual entry date (the first day of the Plan Year and the first day of the seventh month of the Plan Year).
  - the first day of the Plan Year.
  - other.
- 
- 

**ACP Safe Harbor Contribution Formula**

Your Employer will make the following safe harbor contributions:

- Minimum Three-Percent Safe Harbor Nonelective Contribution – your Employer will make a Nonelective Contribution equal to \_\_\_\_\_% of your Compensation for the \_\_\_\_\_ Plan Year.

Your Employer will make safe harbor contributions to

- only non-Highly Compensated Employees who are eligible for safe harbor contributions.
- all employees who are eligible for safe harbor contributions.

- Minimum Four-Percent Safe Harbor Nonelective Contribution – your Employer will make a Nonelective Contribution equal to \_\_\_\_\_% of your Compensation for the \_\_\_\_\_ Plan Year.

Your Employer will make safe harbor contributions to

- only non-Highly Compensated Employees who are eligible for safe harbor contributions.
- all employees who are eligible for safe harbor contributions.

Your Employer will make safe harbor contributions to

- this Plan.
- \_\_\_\_\_.

This provision is effective \_\_\_\_\_.

**Q16. Are there any limits on how much can be contributed for me?**

If you receive Difficulty of Care Payments, such amounts will be included in your Compensation for Plan purposes and may increase the total amount of contributions that may be allocated to the Plan for your benefit each year as described in the SPD previously provided to you.

**Q19. If I receive Difficulty of Care Payments, will I be able to make contributions to the Plan or receive Employer contributions based upon such amounts?**

You may make contributions to, or receive allocations under, the Plan based upon any amounts that you receive as Difficulty of Care Payments. Your contributions to the Plan that are based upon your Difficulty of Care Payments will be treated as Nondeductible Employee Contributions to the Plan, which are described in the SPD previously provided to you. Contact your Plan Administrator for more information about the applicable contribution procedures if you receive Difficulty of Care Payments.

**Q20. If I take a distribution from the Plan or another eligible retirement plan, can I repay such amounts to the Plan?**

**2020 Required Distributions and Extended 2020 RMDs**

The Plan's rules regarding rollover contributions applied to 2020 Required Distributions and Extended 2020 RMDs that were taken from your Plan or other retirement arrangements. The rollover contribution rules are listed in the SPD previously provided to you.

**Repayment of Qualified Birth or Adoption Distributions**

If you take a Qualified Birth or Adoption Distribution from the Plan, you will be able to repay such distribution to your Plan or an eligible retirement plan to which such repayment contributions can be made. The Plan’s rules regarding rollover contributions apply to the repayment of such Qualified Birth or Adoption Distributions.

If you take a Qualified Birth or Adoption Distribution from another retirement arrangement, you will be able to repay such distribution to your Plan if the distribution was taken from one of the following types of plans indicated below. The Plan’s rules regarding rollover contributions apply to the repayment of such Qualified Birth or Adoption Distributions.

Qualified retirement plans

In addition to pre-tax contributions, the following types of contributions will be accepted as repayments into the Plan.

Nondeductible Employee Contributions

Roth Deferrals

403(b) annuity contracts

In addition to pre-tax contributions, the following types of contributions will be accepted as repayments into the Plan.

Nondeductible Employee Contributions

Roth Deferrals

Eligible plans under Code section 457(b)

In addition to pre-tax contributions, the following types of contributions will be accepted as repayments into the Plan.

Nondeductible Employee Contributions

Roth Deferrals

Pre-tax portions of Individual Retirement Arrangements (IRAs).

This provision is effective \_\_\_\_\_.

**Repayment of Coronavirus-Related Distributions**

If you took a distribution from your Plan due to being affected by the virus SARS-CoV-2 or by coronavirus disease 2019 (hereinafter “COVID-19”), you will be able to repay such distribution to your Plan or an eligible retirement plan to which such repayment contributions can be made. The Plan’s rules regarding rollover contributions apply to the repayment of such coronavirus-related distributions.

If you took a distribution from another retirement arrangement due to being affected by COVID-19, you will be able to repay such distribution to your Plan if the distribution was taken from one of the following types of plans indicated below. The Plan’s rules regarding rollover contributions apply to the repayment of such coronavirus-related distributions.

Qualified retirement plans

In addition to pre-tax contributions, the following types of contributions will be accepted as repayments into the Plan.

Nondeductible Employee Contributions

Roth Deferrals

403(b) annuity contracts

In addition to pre-tax contributions, the following types of contributions will be accepted as repayments into the Plan.

Nondeductible Employee Contributions

Roth Deferrals

Eligible plans under Code section 457(b)

In addition to pre-tax contributions, the following types of contributions will be accepted as repayments into the Plan.

Nondeductible Employee Contributions

Roth Deferrals

Pre-tax portions of Individual Retirement Arrangements (IRAs).

This provision is effective \_\_\_\_\_.

**DISTRIBUTIONS AND LOANS**

**Q1. Will I ever be required to take my money out of the Plan?**

**Cashouts at Termination of Employment**

If your balance is greater than \$5,000, even if you terminate service, you are not required to take a payment from the Plan until the age 72 (age 70½ if you were born before July 1, 1949) required distribution rules apply to you.

If your Employer did not select a cashout level in the SPD previously provided to you, when you terminate from employment, your balance will not be paid out of the Plan until you request a distribution from your Plan Administrator, or you reach age 72 (age 70½ if you were born before July 1, 1949).

### **Required Minimum Distributions**

You will be required to begin taking required minimum distributions (RMDs) upon your Required Beginning Date. These distributions will generally be required to start when you attain age 72 (age 70½ if you were born before July 1, 1949). The Plan's Required Beginning Date is found in the DEFINITIONS section of this SMM.

### **2020 Required Minimum Distributions**

Unless otherwise indicated below, your Employer allowed you to choose whether to take your 2020 Required Distribution or Extended 2020 RMD. This applied if you were a Participant age 70½ or older, or if you were a beneficiary, and you would have ordinarily been required to receive a distribution for 2020 or for 2019 in 2020.

Your Employer did not allow you to choose whether to take your 2020 Required Distribution or Extended 2020 RMD.

If you could not or did not choose whether to take your 2020 Required Distribution or Extended 2020 RMD, your Employer retained such amount in the Plan, unless otherwise indicated below.

If you could not or did not choose whether to take your 2020 Required Distribution or Extended 2020 RMD, your Employer distributed such amount from the Plan.

### **Q4. Can I withdraw money from the Plan while I am still employed?**

#### **Qualified Birth or Adoption Distributions**

You may take a Qualified Birth or Adoption Distribution of up to \$5,000 from the following contribution types within the one-year period beginning on the date your child is born or the adoption of your Eligible Adoptee is finalized. Contact your Plan Administrator for more information or if you have questions.

Deferrals

Matching Contributions held in Custodial Accounts

Employer Contributions held in Custodial Accounts

Matching Contributions held in Annuity Contracts

Employer Contributions held in Annuity Contracts

This provision is effective \_\_\_\_\_.

#### **Coronavirus-Related Distributions**

If you were affected by COVID-19, you were allowed to take distributions and repay them to an eligible retirement plan to which rollover contributions can be made. See the information below for additional details and contact your Plan Administrator if you have questions.

This provision is effective 04/20/2020.

You were allowed to take distributions beginning on January 1, 2020, and ending on December 30, 2020. To take a coronavirus-related distribution, you must have been a Qualified Individual.

If you were a Qualified Individual, you could have generally designated any distribution (including periodic payments and required minimum distributions) from your Plan as a coronavirus-related distribution.

The total of your coronavirus-related distributions from all plans was limited to \$100,000.

A reduction or offset of your account balance in your Plan, on or after January 1, 2020, and ending on December 30, 2020, in order to repay a loan could also have been designated as a coronavirus-related distribution.

#### **Lifetime Income Investments**

If your Plan offers Lifetime Income Investments, you may directly roll over any portion of your account that is invested in such Lifetime Income Investment (subject to certain restrictions) if your Employer removes this as an investment option under the Plan on or after the first day of the Plan's 2020 Plan Year. If you choose to remove any portion of your account that is invested in the Lifetime Income Investment, such distribution must be taken within the 90-day period before the date the Lifetime Income Investment is no longer permitted to be held under the Plan and such distribution must be paid directly to another eligible retirement arrangement. Contact your Plan Administrator for the documentation and procedures that apply to direct rollovers of Lifetime Income Investments.

### **Q8. What if I die before receiving all of my money from the Plan?**

#### **Death On or After January 1, 2020**

Your beneficiary will generally be required to take your entire balance by the end of the year in which the 10th anniversary of your death occurs. This is true regardless of whether you die before, on, or after your Required Beginning Date.

However, if you die before your Required Beginning Date and your beneficiary is 1) your spouse, 2) your minor child, 3) disabled, 4) a chronically ill individual, 5) an individual who is not described in this list but who is not more than 10 years younger than you, or 6) any other individual as determined by the IRS, then your beneficiary has the option of 1) taking annual payments beginning the year following your death (or the year you would have reached age 72, if your spouse is your beneficiary), or 2) delaying their distribution until the year containing the 10th anniversary of your death, provided they take the entire amount remaining during the 10th year.

If you die after your Required Beginning Date and your beneficiary is one of the individuals listed in items 1 through 6 above, your beneficiary will have the option of 1) taking annual payments beginning the year following your death, or 2) delaying their distribution until the year containing the 10th anniversary of your death, provided they take the entire amount remaining during the 10th year.

Please see your Plan Administrator for further information about beneficiary options.

**Q11. What if the Plan is terminated?**

To the extent that you are invested in mutual funds held in custodial accounts and you do not elect to receive a distribution, for taxable years beginning on or after January 1, 2009, the Employer may distribute your account to you in-kind.

**Q12. Can I take a loan from the Plan?**

If you are permitted to take a loan(s) from your account under the Plan and loans were previously available to you using a credit card or similar arrangement, no loans that are taken on or after December 21, 2019, will be issued in such manner.

**Q15. Could I have taken a loan from the Plan because I was affected by COVID-19?**

Unless otherwise indicated below, if you are otherwise permitted to take a loan(s) from your account under the Plan, you could have taken a loan(s) due to the fact that you were affected by COVID-19, as provided in the CARES Act and related pronouncements. See your SPD for other applicable loan terms. However, unless otherwise indicated below, if you are not otherwise permitted to take a loan(s) from your account under the Plan, you were not permitted to take a loan(s) due to the fact that you were affected by COVID-19.

- Even if you are otherwise permitted to take a loan(s) from your account under the Plan, you could not have taken a loan(s) due to the fact that you were affected by COVID-19, as provided in the CARES Act and related pronouncements.
- Even if you are not otherwise permitted to take a loan(s) from your account under the Plan, you were permitted to take a loan(s) due to the fact that you were affected by COVID-19, as provided in the CARES Act and related pronouncements. See your Plan Administrator for information on taking a loan from the Plan.

This provision is effective 03/27/2020.

If you could have taken a loan(s) due to the fact that you were affected by COVID-19, you were allowed to take a loan(s) from the Plan beginning on March 27, 2020, and ending on September 22, 2020, if you were a Qualified Individual.

*Limits on Plan Loans*

The maximum loan amount that was available to you was increased to \$100,000 (reduced by the highest outstanding loan balance in the previous 12 months) or 100% of your vested balance in the Plan (reduced by the current outstanding loan balance, if any), whichever is less. The higher limits applied only to loans received during the period beginning on March 27, 2020, and ending on September 22, 2020.

*One-Year Suspension of Loan Payments*

Payments on Plan loans due on or after March 27, 2020, and ending on December 31, 2020, may have been suspended for one year by the Plan Administrator.

**Q16. If I am a beneficiary subject to distribution under the five-year rule described in my SPD, does 2020 count towards determining the deadline for receiving a distribution?**

If you are or were using the five-year rule for distributions, 2020 does not count toward determining the end of the five-year period. For example, if the Participant died in 2018, you will have until December 31, 2024, instead of December 31, 2023, to deplete your account under the Plan.

**Q17. If I am married, did my spouse have to provide consent if I did not receive a 2020 required payment or provide consent when I began payments again in 2021?**

Your spouse's consent may have been required to either stop required payments for 2020, begin payments again in 2021, or both. You may check the SPD previously provided to you to determine if the spousal consent rules apply to the Plan and, if so, your Plan Administrator can tell you whether spousal consent was needed to stop and/or re-start required distributions.

**Q18. If I received a 2020 Required Distribution or Extended 2020 RMD, could I have rolled over my money into another retirement plan?**

You could have chosen to roll over your distribution to another eligible retirement arrangement.

## DEFINITIONS

**2020 Required Distributions** – The 2020 Required Distributions include RMDs that would have been distributed to you or your beneficiary for 2020, or RMDs that would have been distributed to you or your beneficiary in 2020 for 2019.

**Compensation** – On or after the first day of the Plan's 2016 Plan Year, amounts you receive as Difficulty of Care Payments will be included in the definition of Compensation for the Plan that is described in the SPD that was previously provided to you.

**Difficulty of Care Payments** – Difficulty of Care Payments are amounts you receive from your Employer as qualified foster care payments and that are excluded from your gross income for a taxable year.

**Eligible Adoptee** – Any individual (other than your spouse's child) who has not attained age 18 or is physically or mentally incapable of self-support.

**Extended 2020 RMD** – One or more payments in a series of annual payments that are expected to last for your life, the joint lives of you and your beneficiary, or a period of at least 10 years.

**Lifetime Income Investment** – A Lifetime Income Investment is an investment option that provides you with election rights 1) which are not available with respect to other investment options under the Plan, and 2) which are to a lifetime income feature available through a contract or other arrangement offered under the Plan. A "lifetime income feature" is 1) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of your life or the joint lives of you and your designated beneficiary, or 2) an annuity that is payable in substantially equal periodic payments (at least annually) over your life or the joint lives of you and your designated beneficiary.

**Qualified Birth or Adoption Distribution** – Any distribution to you that is made during the one-year period beginning on the date on which your child is born, or the legal adoption of your Eligible Adoptee is finalized.

**Qualified Individual** – For purposes of coronavirus-related distributions and loans, you will be a Qualified Individual if

- i. you were diagnosed with COVID-19 by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act);
- ii. your spouse or dependent was diagnosed with COVID-19 by such a test; or
- iii. you experienced adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to COVID-19, being unable to work due to lack of child care due to COVID-19, closing or reducing hours of a business you owned or operated due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, or having a job offer rescinded or start date for a job delayed due to COVID-19, your spouse or a member of your household being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19, being unable to work due to lack of childcare due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, having a job offer rescinded or start date for a job delayed due to COVID-19, closing or reducing hours of a business owned or operated by your spouse or a member of your household due to COVID-19, or other factors as determined by the Secretary of the Treasury.

A "member of your household" is someone who shares your principal residence.

**Required Beginning Date** – When you reach age 72 (age 70½ if you were born before July 1, 1949), you will generally need to begin taking a portion of your balance out of the Plan each year. This distribution is called a required minimum distribution, or RMD. If you continue to work for your Employer after age 72 (age 70½ if you were born before July 1, 1949), the SPD that was previously provided to you will indicate if your Plan requires you to take your RMD or allows you to delay required distributions until you actually stop working for your Employer. However, if you own more than 5% of the Employer, you will not be allowed to delay your required distributions and you will need to begin taking payments at age 72 (age 70½ if you were born before July 1, 1949) even if you are still employed. The annual required distribution amount is generally based on your account balance divided by a life expectancy factor outlined in retirement plan regulations.

# QRP/403(b) Loan Policy

As the Employer offering a plan that allows loans to be taken from the Plan assets, it is your responsibility to set forth the terms of the Plan's loan program.

**NOTE:** Unless otherwise specified in the Plan's SPD or on this loan policy, options selected for Pre-Tax Elective Deferrals will apply to Qualified Nonelective Contributions, Qualified Matching Contributions, ADP Test Safe Harbor Contributions, QACA ADP Test Safe Harbor Contributions, and Employer Prevailing Wage Contributions designated as Qualified Nonelective Contributions, as applicable. Options selected for Matching Contributions will apply to ACP Test Safe Harbor Contributions and QACA ACP Test Safe Harbor Contributions, as applicable. Distribution options selected for Employer Profit Sharing Contributions will apply to Employer Prevailing Wage Contributions designated as Employer Profit Sharing Contributions, as applicable.

## PLAN LOAN INFORMATION

Plan Name Goodwill Industries of Northwest 403(b) Plan

Plan Number 003 Plan Year End 12/31

## EFFECTIVE DATE

The effective date of the Plan loan program is 5/1/2020

## LOAN ADMINISTRATOR

The person responsible for administering the loan program is \_\_\_\_\_ the Plan Administrator

The loan administrator may be reached at the following address and/or telephone number.

2701 University Parkway, Winston-Salem, NC 27105 336-714-3057

## LOAN APPLICATION PROCEDURE

To apply for a loan under this Plan, an applicant must complete and return to the loan administrator a *Loan Application*, furnishing all information requested and pay any required loan application processing fees. In addition, they must follow the procedures described below (*specify*) \_\_\_\_\_.

## LIMITATIONS ON TYPES OF LOANS

Loans from this Plan may be used for the following purposes.

- Any
- Purchase of a principal residence
- Post-secondary tuition for the Borrower or their immediate family
- Medical expenses for the Borrower or their immediate family
- Rent or mortgage payments to prevent eviction from or foreclosure on the Borrower's principal residence
- Funeral expenses
- Uninsured damage to principal residence (under Internal Revenue Code Section 165)
- Other (*specify*) \_\_\_\_\_

If no option is selected, loans will be allowed for any purpose.

## LIMITATIONS ON LOANS BY MONEY TYPE – SECURITY

Unless checked, money types listed below will be allowed to secure a loan.

- Pre-tax elective deferrals
- Roth elective deferrals
- Matching contributions
- Profit-sharing contributions
- Other (*specify (e.g., safe harbor contributions, QNECs, rollovers)*) \_\_\_\_\_

## LIMITATIONS ON LOANS BY MONEY TYPE – DISTRIBUTION

Unless checked, money types listed below will be available to fund a loan distribution.

- Pre-tax elective deferrals
- Roth elective deferrals
- Matching contributions
- Profit-sharing contributions
- Other (*specify (e.g., safe harbor contributions, QNECs, rollovers)*) \_\_\_\_\_

## LIMITATIONS ON LOANS BY INVESTMENT TYPE

Loans from this Plan can be taken from the following investment types.

- All Plan assets
- Mutual funds
- Other (specify (e.g., company stock, brokerage accounts)) any Plan assets, except those with restrictions in trading, fees, etc.

If no option is selected, loans will be allowed from all Plan assets.

## LOAN APPROVAL STANDARDS

Decisions approving or denying loans from this Plan will be based on the following criteria.

- The value of the applicant's vested individual account balance
- Other (specify) \_\_\_\_\_

**NOTE:** The loan approval standard selected must not cause loans to be made available on a discriminatory basis.

If no option is selected, the loan decision will be based on the value of the vested individual account balance.

## NUMBER OF LOANS

The maximum number of outstanding loans the Borrower may have at any time is 2 (specify).

If no number is specified, the maximum number of outstanding loans will be unlimited.

## LOAN PRINCIPAL LIMITATIONS

Loans from this Plan shall be in a minimum amount of \$ 1000 (should not exceed \$1,000)<sup>1</sup>.

If no amount is specified, the minimum amount will be \$1,000.

Loan limitations include (select all that apply):

- the maximum amount of all loans outstanding cannot exceed the lesser of one-half of the Borrower's vested individual account balance or \$50,000
- other (specify) \_\_\_\_\_

If no option is selected, the maximum amount will be the lesser of one-half of the vested individual account balance or \$50,000.

## INTEREST CALCULATIONS

Interest on loans from this Plan will be computed on the following basis:

- prime rate (as specified in the Wall Street Journal).
- prime rate (as specified in the Wall Street Journal) plus 1 percent.
- other (specify) \_\_\_\_\_

**NOTE:** The interest rate must be comparable to that charged by commercial lenders in a similar transaction. Any loan renewals are subject to interest rate modification.

If no option is selected, the interest rate will be the prime rate.

## COLLATERAL PLEDGE

A percentage of the Borrower's vested account balance equal to the amount borrowed divided by their vested individual account balance is pledged as security for repayment of loans under this program.

- This plan will allow the Borrower to pledge outside collateral for loan amounts in excess of one half of their vested individual account balances.

## DEFAULT PROVISIONS

The following are deemed to be acts of default under this Plan loan program.

- Failure to remit payment in a timely manner as required under the loan agreement (required).
- Breach of any of the Borrower's obligations or duties under the loan agreement (required).
- Separation from service.
- Other (specify) \_\_\_\_\_

## CURE PERIOD AFTER DEFAULT DUE TO FAILURE TO REMIT PAYMENTS

Will the Plan allow for a cure period before a loan in default due to a failure to remit payments in a timely manner becomes a deemed distribution?

- Yes, the Plan allows for a cure period. The loan will not become a deemed distribution until the end of the quarter following the quarter in which the default occurred.
- Yes, the Plan allows for a cure period. The loan will not become a deemed distribution until (specify)

\_\_\_\_\_  
(cannot be later than the end of the quarter following the quarter in which the default occurred).

- No, the Plan does not allow for a cure period.

If no option is selected, the loan will become a deemed distribution at the end of the quarter following the quarter in which the default occurred.

### CURE PERIOD AFTER DEFAULT DUE TO SEPARATION FROM SERVICE

If the Plan defaults loans due to separation from service, will this Plan allow for a cure period before the loan becomes a deemed distribution?

- Yes, the Plan allows for a cure period after separation from service. The loan will not become a deemed distribution until the end of the quarter following the quarter in which the default occurred.
- Yes, the loan will not become a deemed distribution until (specify) \_\_\_\_\_  
the earlier of a) the date designated by the plan sponsor, or b) 60 days after separation from service  
(cannot be later than the end of the quarter following the quarter in which the default occurred).
- No, the Plan does not allow for a cure period after separation from service. The loan must be repaid immediately to avoid a deemed distribution.

*If no option is selected, the loan will become a deemed distribution at the end of the quarter following the quarter in which the default occurred.*

### OFFSET PROVISIONS

When will a loan be offset?

- Upon separation from service (only if separation from service is a distribution trigger under the Plan).
- Upon reaching a triggering event for distribution allowed under the Plan following a deemed distribution.
- Upon a lump sum distribution due following separation from service.
- Upon separation from service following a deemed distribution (only if separation from service is a distribution trigger under the Plan).
- Other (specify) \_\_\_\_\_

**NOTE:** The Borrower must have reached a distribution trigger under the Plan in order for a loan to be offset.

*If no option is selected, the Plan will offset loans upon lump sum distribution following separation from service.*

### SUSPENSION PROVISIONS

Will this Plan allow for the suspension of loan payments during a bona fide leave of absence?

- Yes, for \_\_\_\_\_ 12 \_\_\_\_\_ months (no more than 12) for a bona fide leave of absence.
- Yes, for the entire time the Borrower is on qualified military leave.
- No.

*If no options are selected, the Plan will allow for suspension of loan payments for 12 months during a bona fide leave of absence and for the entire time the Borrower is on military leave.*

### ROLLOVER PROVISIONS

Will this Plan allow for the rollover of loans?

- Yes, this Plan will accept rollovers of loans into the Plan.
- Yes, this Plan will allow rollover of loans out of the Plan.
- No.

*If no options are selected, this Plan will not allow for the rollover of loans.*

### TRANSFER PROVISIONS

Will this Plan allow for the transfer of loans?

- Yes, this Plan will accept transfer of loan into the Plan.
- Yes, this Plan will allow transfers of loans out of the Plan.
- No.

*If no options are selected, this Plan will not allow for the transfer of loans.*

### REFINANCE PROVISIONS

Will this Plan allow for the refinancing of loans?

- Yes.
- No.

*If no option is selected, this Plan will allow for the refinancing of loans.*

### PAYROLL DEDUCTION REQUIREMENT

Must the Borrower make loan payments on a non-deemed loan thru a payroll deduction arrangement?

- Yes.
- No.

*If no option is selected, this Plan will require loan payments to be made thru a payroll deduction arrangement.*

## LOAN REPAYMENT SCHEDULE

How often must loan payments be made?

Quarterly.

Monthly.

Bi-weekly.

Weekly.

On a payroll basis.

Other (specify) \_\_\_\_\_.

**NOTE:** *Payments must be made at least quarterly.*

*If no option is selected, this Plan will require payments to be made on a payroll basis.*

<sup>1</sup> *The Department of Labor (DOL) has not set the \$1,000 as a hard and fast upper limit for the minimum loan amount. The DOL will determine the suitability of the limit using a facts and circumstances test. The DOL has said that as long as the limit is not above \$1,000 they will assume it meets this test. It is possible that a plan may choose a higher limit but may have a discrimination issue if the plan is ever audited by the DOL.*