



Company Name **Global Outreach Charter Academy Inc.**  
Office-Client Number **0944** - **18099980**  
Federal ID Number **80-0297346**

**Financial Advisor to the plan.**

- Client is currently working with an advisor and would like to continue to work with its advisor.
- Client does not wish to work with an advisor at this time. Client understands that it may add an advisor of its choice at any time.
- Client is currently not working with an advisor and has informed Paychex that it would prefer to work with one. At Client's request Paychex provided Client with contact information for advisors in its area. Client understands that the information provided is non-exclusive and does not represent a recommendation or a warranty with respect to the advisor or the services provided by the advisor and Client may choose to work with an advisor of its choice. Client further understands that it is solely responsible to perform any due diligence on the advisor it selects.

Client agrees that Paychex is not a fiduciary or an investment advisor to the plan or any of its participants. Client may choose to work with any advisor or no advisor at its sole discretion. Client shall notify Paychex if the box checked above is incorrect.

Authorized Officer's Name:  
**Sergey Soroka**

Title:  
**CEO**

Signature:

Date:  
**2018-08-08** 8/13/2018

DocuSigned by:  
  
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In Process



Global Outreach Charter Academy Inc.  
0944-18099980

**Retirement Plan Fee Disclosure Statement for Services Provided to  
Global Outreach Charter Academy Inc. 401(k) Profit Sharing Plan & Trust  
by Paychex, Inc.**

**Overview**

The Employee Retirement Income Security Act of 1974, as amended ("ERISA") requires Covered Service Providers such as Paychex, Inc. ("Paychex") to provide disclosure of fees that it will earn from assets held in Client's Plan. This Fee Disclosure Statement ("Fee Disclosure") is provided to the Responsible Plan Fiduciary and is intended to comply with the requirements of the Regulations under ERISA Section §408(b)(2). It provides information on the total fees and other compensation that Paychex and certain third-party vendors expect to earn during the term of its agreement with the Client.

The Fee Disclosure Form is divided into four parts.

**Part One: Plan Fee and Other Compensation Disclosure**

Details the fees and other compensation Paychex expects to earn, fees earned by third parties providing services to the Plan, and Investment Company Fees. More detail and examples showing how formula based fees work are found in Part Three.

**Part Two: Services and Fiduciary Status**

Describes generally the types of Services Paychex provides and its fiduciary status to the Plan.

**Part Three: Fee and Other Compensation Detail and Examples**

Provides detail about each type of fee described in Part One and examples of how any formula based fees work.

**Part Four: Definitions**

Contains definitions of all capitalized terms found in this disclosure.

Client authorizes Paychex to provide it any updated Fee Disclosure electronically on the Employer Web. In the event Paychex provides updated Fee Disclosures electronically on the Employer Web, Paychex will update Client's Fee Disclosure monthly and make the updated Fee Disclosure available to Client on or about the tenth of each month. In the event Paychex does not provide Client's updated Fee Disclosure electronically on the Employer Web, Client authorizes Paychex to provide Client's updated Fee Disclosure by email at the email address supplied by Client. In the event Client cannot access its Fee Disclosure or requires a hard copy, Client may contact Paychex Human Resource Services and Paychex will send an updated Fee Disclosure.

**Signature and Acknowledgement**

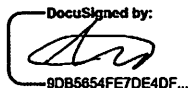
Client acknowledges that it has received this Fee Disclosure in advance of entering into the Agreement and has had sufficient time to review the fees and other compensation received by Paychex and third parties providing services through the Service Offerings selected by Client. Client warrants and represents that in the event that Client elects to receive Services from Paychex that the fees and compensation to be paid to Paychex as identified in this Fee Disclosure are, individually and collectively, not more than "adequate consideration," and Client consents to receipt by Paychex of the fees and other compensation received by Paychex. Client acknowledges that to receive Services it must execute an application for the provision of Services and that a binding Agreement between Client and Paychex will be entered into as of the date Paychex accepts Client's application, which will be at least three business days after the date Client signed its application. Client may withdraw its application for Services without any penalty by notifying Paychex in writing before acceptance by Paychex. The Agreement will be deemed to be entered into and binding on the parties no later than the date Paychex begins to collect Contributions from the Client.

Authorized Officer's Name  
**Sergey Soroka**

Title  
**CEO**

Authorized Officer's Signature

Date  
**8/13/2018**



**Part One: Plan Fee Disclosure****Fees and Other Compensation Received by Paychex**

Type of Fee or Other Compensation	Description	Amount	When Charged or Received	Paid to
<b>Client Fees</b>	Administrative Fees	Included in Retirement Services Included Fees	Charged per your invoice	Paychex
	Per Participant Fee	Included in Retirement Services Included Fees	Charged per your invoice	Paychex
	Setup Fee	Included in Retirement Services Included Fees	Charged per your invoice	Paychex
	Annual Account Fee	Annual Account Fees are detailed on your invoice. Also, refer to the Annual Account Fee Schedule - Part Three, Item A.	Charged per your invoice	Paychex
<b>Additional Fees</b>	Form 5500 Reprint Fee	\$50.00	Per request	Paychex
	Form 5500 Manual Preparation Fee	\$750.00	Per request	Paychex
	Form 5500 Conversion Information Fee	\$150.00	Per request	Paychex
	Form 8955-SSA Manual Preparation Fee	\$750.00	Per request	Paychex
	Earnings Analysis Fee	Earnings Analysis Fees are set forth on your invoice.	Per event	Paychex
	Return of Excess Contribution Distribution Reversal Fee	\$150.00	Per request	Paychex
	Forfeiture Reallocation Fee	\$150.00	Per request	Paychex
	Plan Transfer Fee	\$1,500.00	Plan Transfer	Paychex
	Plan Termination Fee	n/a	Plan Termination and Liquidation	Paychex
	Residual Plan Activity Fee	\$100.00 Per Transfer of Residual Plan Assets	Charge to residual Plan assets prior to transfer.	Paychex
Non-sufficient Funds Fee	\$99	Per event	Paychex	
<b>Participant Fees</b>	Distribution Fee	\$75.00. In the event a Distribution Check is less than \$75.00, the amount received by Paychex is the amount of the Distribution Check.	Per event	Paychex
	Loan Fee	\$175.00/\$325.00	Per request	Paychex
	Qualified Domestic Relations Order (QDRO) Processing Fee	\$500.00. Fee may be less as set forth on the QDRO determination of status paperwork	Per request	Paychex
	Wire and ACH Fees for Loans and Distributions	\$18.00	Per request	Paychex
	Check Reissue Fee	\$75.00	Per request	Paychex
	Stale Check Fees	\$65.00. In the event a Stale Check is less than \$65.00, the amount received by Paychex is the amount of the Stale Check.	Per event	Paychex
<b>Interest and Earnings Credits</b>	Earnings on Funds Maintained in Master Custody Account.	<ol style="list-style-type: none"> <li>One Month LIBOR less sixty (60) Basis Points (bps) multiplied by the daily average balance of funds in the Master Custody Account.</li> <li>If calculation results in no earnings Paychex currently receives 10 bps multiplied by the daily average balance of funds in the Master Custody Account from the bank in which the funds are held.</li> </ol>	Received monthly	Paychex
	Earnings credit on Funds held in Paychex accounts for Paychex Retirement Services Included Clients prior to transmittal to Master Custody Account	Average balance in account multiplied by (Earnings Credit Rate multiplied by number of days in month) divided by number of days in the year.	Received monthly	Paychex
<b>Fidelity Bond</b>	Commission Earned for	40% of Bond Premium	Per event, 20%	Paychex Insurance

<b>Commission</b>	<b>Sale of Fidelity Bond</b>		received at Point of Sale/Renewal. 20% received at end of quarter in which sale or renewal occurs.	<b>Agency</b>
<b>Third-party Payments</b>	Payments Received from Third-party Vendors Providing Services to the Plan	See Third-party Payment and Fees Received by Third-party Vendors and Amounts Received by Paychex chart below for payments received from third parties.	Varies	Paychex or wholly owned subsidiaries



**Third-party Payments and Fees Received by Third-party Vendors and Amounts Received by Paychex**

Service	Vendor	Total Charge	Amount Received by Paychex or wholly owned subsidiary	Amount Received by Vendor
Master Custody Account Services	American Stock Transfer & Trust Company, LLC ("AST")	The Plan is not charged for Master Custody Account Services provided by vendor. All fees are paid by Paychex.	\$0	One-time fee of \$4 per Participant.
Directed Trustee Services	Mid Atlantic Trust Company	\$71.66/month	\$5.00	\$66.67
Stale Check Procedure Services	RCP Solutions, LLC	\$5.00 for mailing to Participant \$60.00 for distribution of Stale Check assets to Participant or rollover of Stale Check Assets to IRA \$125.00 for missing Participant search. Fee assessed against Sale Check Amount.	\$0.00 from fee charged by Stale Check vendor. Paychex does charge \$65.00 per Stale Check as set forth in Fees Received by Paychex chart above.	\$65.00-\$165.00 per Stale Check processed. In the event a Stale Check is less than \$65.00 the amount received by Stale Check Vendor is the amount of the Stale Check.
Participant Search Fee	RCP Solutions, LLC	\$65.00	\$0.00	\$65.00
Mesirow Index Elite	Mesirow Financial Investment Management, Inc.	5 bps annually	\$0	5 bps annually

**Investment Company Fees**

Type	Provider	Total Charge	Amount Received by Investment Company
Expense Ratio, Loads, Redemption Fees	Investment Company of Investment Option selected by Plan.	Varies by Investment Option selected.	Per Prospectus. See Schedule A for Investment Company Fees for Plan Lineup.

**Part Two: Services and Fiduciary Status****A. Services**

Paychex will perform the Services for the Client and the Plan as specifically identified in the Agreement. Generally Paychex will:

1. provide IRS pre-approved Plan Documents
2. perform recordkeeping, reporting and draft tax form preparation services
3. transmit Plan purchase and redemption Orders
4. perform Plan Conversion Services
5. provide Plan and Participant information to the Investment Companies and Transmittal Vendors
6. provide access to a platform of available Investment Options for the Client to choose for the Plan Lineup

As described in the Agreement, Paychex will use its wholly owned subsidiaries or third-party vendors to perform Services.

**B. Fiduciary Status**

The Paychex Services under the Agreement are limited to those of a record keeper and provider of non-discretionary administrative Services at the direction of Client (and/or a Plan Administrator or Trustee appointed by Client). Paychex does not act as a fiduciary and will not be named as a fiduciary as that term is defined under ERISA or the Internal Revenue Code of 1986 as amended (the "Code"). Paychex does not have, and will not exercise, any discretionary authority, control, or responsibility with respect to Plan assets or the administration of the Plan. Client has not delegated, and will not delegate, any fiduciary responsibility or authority for the Plan to Paychex.

**C. Legal, Tax, Accounting, and Investment Advice**

Paychex will not provide Client or the Plan any legal, tax, accounting or investment advice in connection with the Services to be performed, the creation, adoption, or operation of the Plan, or the selection of the Plan Lineup or Plan Investments. Client has and/or agrees to seek the advice of its attorney, accountant, or Investment Advisor, as Client considers necessary, for matters relating to the Plan including, but not limited to, the adoption of the Plan and the selection of its Plan Lineup.

**Part Three: Fee and Other Compensation Detail and Examples****A. Fees and Other Compensation Received by Paychex****1. Client Fees**

Retirement Services Included Clients do not pay Administrative Fees, Per Participant Fees, or Set-up Fees as Retirement Services is included in the Paychex Retirement Services Included Clients' service and Set-up Fees. Retirement Services

Included Clients pay Annual Account Fees separately from their Paychex Retirement Services Included Client's Fee. Annual Account Fees are charged only to Clients that elect the Service Offerings or Service features that are charged Annual Account Fees as set forth in Section 2 below. Annual Account Fees are based on the assets in the Plan. Paychex charges Plan Termination Fees and/or Plan Transfer Fees as detailed in the Client Fee Disclosure - Additional Services.

**2. Additional Service Fees**

Additional Services a Client may request are set forth in the following chart and are invoiced upon receipt of the Additional Service Fee. Retirement Services Included Clients pay Additional Service Fees.

Additional Service Fees	Amount	How Charged
Form 5500 Reprint Fee	\$50.00	Invoice
Form 5500 Manual Preparation Fee	\$750.00	Invoice
Form 5500 Conversion Information Fee	\$150.00	Invoice
Form 8955-SSA Manual Preparation Fee	\$750.00	Invoice
Earnings Analysis Fee	Earnings Analysis Fees are set forth on your invoice.	Invoice
Return of Excess Contribution Distribution Reversal Fee	\$150.00	Invoice
Forfeiture Reallocation Fee	\$150.00	Invoice
Plan Transfer Fee	\$1500.00	Invoice
Plan Termination Fee	n/a	
Non-sufficient Fund Fee	\$99 In the event that Client fails to have sufficient funds in its account when Paychex attempts to debit funds Client may be charged Non-sufficient Fund Fees as set forth on the invoice.	Invoice
Participant Location Services	n/a	n/a
Client Location Services	n/a	n/a
Form 5558 Preparation and Filing	\$75.00	Invoice
Terminated Plan Distribution Service Fees	n/a	n/a
Residual Plan Activity Fee	\$100.00 per transfer of residual plan assets	Charged to residual Plan Assets prior to transfer.

**Plan Transfer and Plan Termination Fees**

In the event that Client transfers its Plan assets, Paychex will charge a Plan Transfer Fee for additional services involved in transferring the Plan assets. Paychex currently charges the Plan Transfer Fee set forth in the chart above to Clients who terminate payroll services and transfer Plan assets. The Plan Transfer Fee is waived in the event Client retains Paychex for payroll services. A Plan Transfer Fee will not be assessed in the event that Client transfers its Plan assets following its objection to the deletion or substitution of Plan Investments which were not initiated by Client as set forth in the Agreement. The then current Plan Transfer Fee shall be considered an Additional Service Fee and is in addition to Client and Participant Fees incurred through the date the Plan assets are transferred. Paychex does not currently charge a Plan Termination Fee to Clients who terminate their Plan and liquidate Plan assets.

**Residual Plan Activity Fee**

Fee charged for residual Plan activity following liquidation of Plan assets. Fee is assessed against Plan assets which post to the Plan following liquidation of Plan assets following a Plan Transfer. The Residual Plan Activity Fee is charged prior to each transfer of residual Plan assets. If Plan assets following liquidation do not exceed the Residual Plan Activity Fee the Residual Plan Activity Fee shall be equal to the remaining Plan assets. The Residual Plan Activity Fee shall be charged each time residual Plan assets are transferred out for so long as Plan assets continue to post to the Plan following liquidation.

**Participant and/or Client Location Services**

Paychex currently does not perform Participant and/or Client location services. In the event Paychex does perform these services Client directs Paychex to charge the fees set forth above.

**3. Participant Fees**

Paychex or a third-party vendor charges Participant accounts any Participant Fees incurred for specific Services provided to Participants by Paychex or the third-party vendor at either the Participant's direction or the direction of Client. The current Participant Fees are:

Fee	Amount Per Transaction	Type
Distribution Fee	\$75.00	Charged in the event a distribution of plan assets is made to

		a Participant. Distribution is reduced by the amount of the Distribution Fee. In the event that the distributable amount is less than the distribution charge, the distribution charge amount shall equal the amount of the distribution.
Loan Fee	\$175.00/\$325.00	Charged for Loans distributed to a Participant. The Loan Fee depends on the type of Loan and the Loan Amount paid is reduced by the Loan Fee.
Wire and ACH Fees	\$18.00	Charged for Loans and Distributions sent via wire or automated clearing house transaction. Amount distributed is reduced by the Wire/ACH Fee.
Check Reissue Fee	\$75.00	Charged for requiring a change in the method of distribution from cash to rollover or vice versa.
Stale Check Fees	\$65.00  \$5.00 for mailing to Participant. \$60.00 for distribution of Stale Check assets to Participant or rollover of Stale Check Assets to IRA. \$125.00 for missing Participant search. Fee assessed against Stale Check Amount.	Charged by Paychex to process Stale Check and remit to third-party vendor.  Charged by third-party vendor to process Stale Checks.
Participant Search Fee	\$65	Charged by RCP Solutions, LLC in event participant fails to request distribution and search is performed to determine current address.
Qualified Domestic Relations Order (QDRO) Processing Fee	\$500.00 Fee may be less as set forth on the QDRO determination of status paperwork	Fee charged to the Participant for calculation and division of Participant's Plan assets pursuant to QDRO

#### 4. Interest and Earnings Credits

Paychex and its subsidiaries receive Interest and Earning Credits on amounts held prior to investment or awaiting Distribution. The Agreement details how and when Paychex collects and remits Contributions to Client's Investment Options, remits Distributions and remits Redemption Fees.

##### a. Master Custody Account Earnings and/or Fees

Paychex has entered into a relationship with American Stock Transfer & Trust Company, LLC ("AST") to provide custodial services to the Plans for Plan assets awaiting investment or distribution. The Agreement authorizes an arrangement between the Plan and AST whereby AST acts as custodian for Plan assets awaiting investment or distribution. The Plan is not charged fees for Master Custody Account Services provided by AST. All fees are paid by Paychex. Paychex and its subsidiaries may receive additional compensation consisting of Interest and Earnings Credits from Plan assets held in the Master Custody Account.

1. Formula (One Month LIBOR – 60 Basis Points) x Average Daily Balance of funds in the Master Custody Account with a floor of 10bps.

Paychex' receipt of additional earnings and/or fees will fluctuate based on the average daily balance of funds maintained in the Master Custody Account multiplied by the One Month LIBOR minus 60 Basis Points (bps)\* with a floor of 10bps.

\*Basis Points (bps) are a unit of measurement equal to 1/100<sup>th</sup> of 1% (e.g., 60 bps = .60% = .0060).

2. The Plan assets in the Master Custody Account consists of Contributions, Distributions, and Redemption Fees.

##### 3. Example

Average Daily Balance (ADB)	One Month LIBOR in Basis Points (bps)	Calculation (LIBOR - 60 bps) x ADB	Amount Per year
\$1,000	95 bps	(.0095 - .0060) x 1,000	\$3.50
\$50,000	95 bps	(.0095-.0060) x 50,000	\$175.00

##### 4. Multi-Debit Clients.

For Multi-Debit Clients Paychex will typically initiate an electronic fund transfer to collect the Contributions on the date of the Participant's paycheck that corresponds to the Contributions and remit the collected Contributions to the Master Custody Account. A Multi-Debit Client is a Client who has (i) either executed a service agreement for services which

require that ACH debits from the Client’s account be made separately for Fees and any Reimbursement Amounts or, (ii) who has executed a service agreement for services which allows Client the option of selecting to be a Multi-Debit Client or a Single Debit Client. When the Multi- Debit option becomes available the Single Debit Client must affirmatively elect to become a Multi-Debit client.

**5. Single-Debit Clients.**

For Single Debit Clients Paychex will typically initiate an electronic fund transfer for all amounts due to Paychex for a payroll processed by the Single Debit Client, including Contributions, one (1) Business Day prior to the date of the Participant’s paycheck that corresponds to the Contributions (“Single Debit EFT”). Paychex holds the funds collected from the Single Debit Client in a Paychex account until they can be segregated, generally the date of the Participant’s paycheck that corresponds to the Contributions. On the date of the Participant’s paycheck that corresponds to the Contributions Paychex will remit the collected Contributions to the Master Custody Account. A Single Debit Client is a Client who has executed any service agreement for services which either requires a Single Debit EFT or Client has not selected the Multi-Debit option if offered by the service.

**b. Paychex Accounts for Paychex Single Debit Clients**

Paychex earns an earnings credit on Contributions collected prior to being remitted to the Master Custody Account based on the value of balances maintained in the account during the month. An earnings credit can be used to offset balance-based bank service charges incurred by Paychex.

**1. Formula**

$$[(\text{Average Daily Balance} \times \text{Earning Credit Rate}) \times \text{Days in Month}] \div \text{Days in Year}$$

The earnings credit is calculated by multiplying the average daily balance in the account which can be invested by an earnings credit rate times the number of days in the month, divided by the number of days in the year. The earnings credit rate is set by the bank in which the account is held.

2. The Plan assets in the Paychex account for Single Debit Clients consists of Contributions collected from Single Debit Clients typically on the day before check date. The Contributions are transferred to the Master Custody Account on check date.

**3. Example**

Average Daily Balance (ADB)	Earnings Credit Rate (ECR)	Days in Month (DIM)	Days in Year (DIY)	Calculation (ADB x ECR) x DIM ÷ 365	Amount Per Month
\$1,000	.55 bps	31 (January)	365	(1,000 x .0055) x 31 ÷ 365	.467

**5. Fidelity Bond Commission**

Paychex Insurance Agency, Inc. (“Agency”), a wholly owned subsidiary of Paychex, sells Fidelity Bonds. In the event that Client purchases a Fidelity Bond from the Agency, the Agency will earn a commission from the carrier who issues the bond. Premiums for Fidelity Bonds are collected once every three years. The Agency receives a commission rate of 40% of the Premium collected payable 20% at point of sale or renewal and 20% at the end of the quarter in which the Fidelity Bond is sold or renewed.

**Example**

Premium for Fidelity Bond	Commission Rate (CR)	Premium x (CR)	Total Amount
\$114.00	.40	\$114 x .40	\$45.60

**6. Revenue Sharing**

Paychex and/or its wholly owned subsidiary Paychex Securities Corporation (“PSC”) have entered into arrangements, depending on the Service Offering and Plan Lineup selected by the Client, with either an Investment Company directly (in the case of the Fixed Fund Select Service Offering) or a third-party Transmittal Vendor (in the case of the Guided Fund Select and Open Fund Select Service Offerings) whereby Paychex will provide access to identified Investment Options, transmit Plan information to the Investment Company or the third party Transmittal Vendor and perform certain record keeping for the Investment Company or the third-party Transmittal Vendor. These arrangements allow for the transmission of investment instructions to the Investment Company.

As a result of these arrangements Paychex and/or PSC receives payments either directly from the Investment Companies selected by the Client or from the third party Transmittal Vendor who transmits purchase and redemption Orders to the Investment Options selected by the Client. Payments vary depending on the Service Offering and Plan Lineup selected by a Client and are calculated by multiplying Basis Points (bps) by the average daily balance of Plan assets. A Basis Point (bps) is a unit of measurement equal to 1/100<sup>th</sup> of 1%.

Investment Companies may make the payments from fees they assess against the Plan assets invested in specific Investment Options, including Shareholder Servicing Fees, 12b-1 Fees, Sub T/A Fees, and Fund Recordkeeping Fees. Each Investment Company describes these Investment Company Fees as well as the services the Investment Company provides in order to receive these payments, in each Investment Option’s Prospectus (“Investment Company Services”). The third party Transmittal Vendor may make the payments to Paychex from funds it receives directly from Investment Companies it has entered into relationships with. In order to receive payments from the Investment Company or

Transmittal Vendor, PSC's parent company Paychex performs some or all of the Investment Company or Transmittal Vendor Services.

**Return of Concessions Feature.**

The Return of Concessions feature allows a Client to return the Revenue Sharing, described above, to the Plan participants who incurred the fee. In the event that Client elects the Return of Concessions Service feature or selects a Service Offering or Service feature that requires Return of Concessions, Client is electing to pay an Annual Account Fee in addition to the Administrative, Per Participant and Setup Fees described above. For Clients receiving the Return of Concessions feature, any applicable revenue sharing payments which would be received by PSC from the Investment Company or the third-party Transmittal Vendor for Clients that do not receive the Return of Concessions Service feature are returned directly to the Participants who incurred the fee charged by the Investment Company. The payments are invested directly by MATC and are not received by either Paychex or PSC. Clients receiving the Return of Concessions Service feature are then charged an Annual Account Fee by Paychex as described in this Fee Disclosure in addition to any monthly Administrative, Per Participant or Setup Fees charged to Client.

Client has option to pay their Annual Account, Administrative and Per Participant Monthly Fees either (i) via direct payments from Client's designated bank account ("Direct Payment"); (ii) pro-rata from the participant balances in the plan ("Pro-Rata Payment"); or (iii) by allocating the fees between Direct and Pro-Rata Payments. Client's invoice and/or trust statement will contain the allocation of Client's invoicing election. Fees that are charged monthly will be collected monthly, Fees that are charged as one time Fees will be collected in a single transaction. In the event Client elects to pay the Fees from plan assets, either in whole or in part, and the plan assets are not sufficient to pay the Fee Client will be responsible to remit the remaining amount of the Fee. Client may change its allocation at any time by providing Paychex written direction on a form authorized by Paychex. In the event that Client has elected to allocate any Fees to Pro-Rata Payments Client directs Paychex to charge only via Direct Payment when Client has less than \$100,000.00 in Plan assets until such time as Client's Plan assets meet or exceed \$100,000.00\*. Client's Annual Account Fee is described Client's Annual Account Fee is described on Client's invoice and/or trust statement.

\*In all cases, the Annual Account Fee will be billed according to the Client's elected payment allocation between Direct Payment and Pro Rata Payment regardless of the \$100,000 plan asset level for paying from Plan Assets. For example, if Client has plan assets of \$80,000 for a portion of the Plan Year, and Client has elected to pay all Fees 50% from Client's designated bank account ("Direct Payment") and 50% from participant balances ("Pro-Rata Payment"), the Annual Account Fee will be paid via a 50%/50% split and not from client's designated bank account. In the above example, 100% of the Administrative and Per Participant Fees would be drawn from Client's designated bank account until such time as Plan's asset level reaches \$100,000 at which time all three fees would begin to be paid via the chosen 50%/50% split.

**Guided Fund Select Service Offering**

Paychex has entered into a relationship with one or more Plan Lineup Advisors whereby the Plan Investment Advisor provides services to the Plan. Clients selecting the Guided Fund Select Service Offering may select its Plan Lineup from any of the predefined Guided Fund Select Plan Lineups made available by the Plan Lineup Advisor Client has selected. Client may also authorize a Plan Lineup Advisor to provide investment advice services to the Plan's Participants. This Service Offering is named Guided Fund Select. For Clients selecting Guided Fund Select through a Transmittal Vendor other than Bank of America Merrill Lynch, Paychex receives 95% of the amount collected by the Transmittal Vendor and the Transmittal Vendor receives the remaining 5% as shown in the example below.

This fee is prorated and charged on a monthly basis at a rate of .041666%.

Payments to Paychex depend on the Plan Lineup selected by the Client and the individual Plan Investments selected by the Participants as well as whether Client is receiving the Return of Concessions Service feature. Receipt of the Return of Concessions feature may be a prerequisite of using a particular Plan Lineup Advisor's Plan Lineup as part of the Guided Fund Select Service Offering. If the Return of Concession feature is not required and Client elects not to receive the Return of Concessions Service feature, Paychex may charge Client an Annual Account Fee. If Paychex is charging Client an Annual Account Fee for this Service Offering, the Annual Account Fee will be on Client's payment page. Thereafter, Client Fees are set forth on Client's invoice and/or trust statement.

Payments received by Paychex and the Transmittal Vendor are calculated either on a range of annual Basis Points (bps) or based on a flat fee paid by the Investment Company, per Participant. Schedule A contains the actual bps from which payments will be calculated or Per Participant Fees for each specific Plan Investment

Guided Fund Select Lineup Name	Annual bps or Amount Participant Fee Paid by Investment Company	Transmittal Vendor
Mesirow Index Elite	0-5 bps	MATC

**Guided Fund Select Example**

In the following example, a Client has selected three Plan Investments and has a total of \$20,000 in Plan assets and 10 total Participants invested in the three Plan Investments. Payments Paychex receives are calculated by multiplying the bps by the average daily balance in the Plan Investment or, if applicable, the number of Participants by amount per Participant and then multiplying the resulting number by 95%.

Plan Investment (PI)	Annual Basis Points Paid (bps)/Per Participant	Balance in Plan Investment/# of Participants	Calculation (Balance in PI x bps) x .95 or Per Participant x # of Participants	Annual Amount Received by Paychex	Annual Amount Received by Transmittal Vendor
Fund XYZ	25 bps	\$10,000	(\$10,000 x .0025) x .95	\$23.75	\$1.25
Fund ABC	50 bps	\$10,000	(\$10,000 x .0050) x .95	\$47.50	\$2.50
Fund 123	\$20.00/Participant	10	(\$20 x 10) x .95	\$190.00	\$10.00

#### 7. Payments from Third Parties

Paychex receives payments from third parties who provide services to the Plan as detailed in the chart in Part One, Third-Party Payments and Fees Received by Third-Party Vendors.

#### 8. Annual Account Fee

Paychex charges Annual Account Fees for the Service Offerings or Service features identified below. Annual Account Fees are in addition to any Administrative, Per Participant and Setup Fees and any Retirement Services Included service fees paid by Client. Paychex calculates the Annual Account Fee by multiplying the Plan assets by a basis point rate. Basis Points (bps) are a unit of measurement equal to 1/100th of 1% (e.g., 40 bps = .40%=.004).

**Return of Concessions Service Feature.** For Clients that receive the Return of Concessions Service Feature described in paragraph 6 above, Paychex will assess Client an Annual Account Fee each month as set forth in the Annual Account Fee Schedule below. Paychex calculates the Annual Account Fee for each month by multiplying the blended rate set forth on the invoice, trust statement or payment page against the Plan assets as of the last business day of the month and dividing by 12 resulting in a monthly Annual Account Fee.

**By way of Example.** Client has a total of \$800,000.00 in Plan assets as of the last business day of a month. Client has assets in three tiers. Paychex calculates the Annual Account Fee for each month using Client's Annual Account Fee set forth in Client's Annual Account fee chart which is below this example:

- Step 1 - Multiply Assets in Tier 1 by Asset Fee for Tier One.
- Step 2 - Multiply Assets in Tier 2 by Asset Fee for Tier Two.
- Step 3 - Multiply Assets in Tier 3 by Asset Fee in Tier Three.
- Step 4 - Add results from Steps 1-3 and divide by the total assets in the Plan to arrive at a blended rate.
- Step 5 - Multiply the blended rate by the total assets in the Plan to arrive at Annual Account Fee.
- Step 6 - Divide the Annual Account Fee by 12 to arrive at the monthly fee.

Minimum Asset Value	Maximum Asset Value	Annual Account Fee (bps)
\$0.00	\$99,999.99	31 bps
\$100,000.00	\$499,999.99	28 bps
\$500,000.00	\$999,999.99	23 bps
\$1,000,000.00	\$2,999,999.99	20 bps
\$3,000,000.00	\$3,999,999.99	13 bps
\$4,000,000.00	\$9,999,999.99	14 bps
\$10,000,000.00	\$14,999,999.99	13 bps
\$15,000,000.00	\$39,999,999.99	10 bps
\$40,000,000.00+		8 bps

#### B. Third-party Payments and Fees Received by Third-party Vendors Providing Services to the Plan

Third-party vendors receive fees from the Client, Plan or Participants for services provided to the Plan through the Paychex Service Offerings ("Third-party Fees"). In some instances Paychex may collect and remit the Third-party Fees directly to the third-party vendors and may receive a portion of Third-party Fees. The chart in Part One, Third-party Payments and Fees Received by Third-party Vendors details the payments made to third-party vendors and any payment Paychex receives. A description of the services provided by the third-party vendors is below.

##### Master Custody Account Services

Custodial services provided to Plan for Plan assets held in the Master Custody Account by American Stock Transfer & Trust Company, LLC ("AST"). The Plan assets in the Master Custody Account consist solely of Contributions, Distributions, and Redemption Fees. For Paychex Retirement Reporting Service, the Plan assets in the Master Custody Account consist only of Contributions. All fees for the custodial services performed by AST are paid to AST by Paychex. Neither the Client nor the Plan incurs any fees for this service. As detailed above, Paychex and its subsidiaries may receive additional compensation consisting of interest, earnings and/or fees from Plan assets held in the Master Custody Account.

##### Directed Trustee Services

Trust Services provided to the Plan. Paychex has entered into a relationship with various Directed Trustee Services whereby the Plan may elect the Directed Trustee to provide certain Trust services to the Plan.

**Plan Investment Advisor Services**

Services provided by Plan Investment Advisor to Plan.

**Stale Check Procedure Services**

Upon execution of the Agreement by the Client, Client acknowledges the services of Stale Check Vendor to process Stale Checks as set forth in Schedule G of the Agreement. Paychex has entered into a relationship with the Stale Check Vendor to process Stale Checks for the Plan's which it performs recordkeeping services for.

**Participant Search Fees.** Fee charged by RCP Solutions, LLC in event participant fails to request distribution and search is performed to determine current address.

**C. Investment Related Fees**

The Investment Company also receives fees as disclosed in Schedule B, located at the end of this document.

**D. Inadvertent Transaction Processing Errors**

Paychex, on behalf of the Client, and after the Agreement has been signed by Paychex and the Client, agrees to process investment transaction orders received in good order. Investment transactions typically include contributions and distributions to the Plan. Paychex seeks to avoid transaction processing errors to the greatest extent possible, but inadvertent processing errors ("errors") do occur from time to time. Such errors are the result of untimely or incorrect processing by Paychex employees of transactions that are received in good order. These errors do not include errors made by the Client or third parties.

Paychex will correct any error caused by Paychex as soon as practicable, and typically no later than three (3) business days after Paychex has gathered sufficient information to correct the error. Paychex represents that under no circumstances will Paychex exercise discretionary authority or control over the correction of these errors in order to maximize a gain or for Paychex' own benefit or interest.

Once Paychex has identified these error(s), we promptly take corrective action to put the Plan and its Participants in a position financially equivalent to the position they would have been in if the processing error had not occurred. This means that Paychex will make the Plan whole for any loss to the Plan resulting from correcting the error. If any gain results in connection with a correcting inadvertent processing errors, Paychex will keep that gain. Paychex will not retain gains from errors if there is intentional misconduct by Paychex or one of its employees. Any gains Paychex retains as a result of the policy constitute additional compensation for the Services Paychex provides.

#### **Part Four: Definitions**

**Additional Services:** Services which are additional to the Services performed pursuant to this Agreement which Client may request from Paychex. Additional Services may incur an Additional Service Fee.

**Additional Service Fees:** Fees for Additional Services requested by Client. Retirement Services Included Clients pay Additional Service Fees.

**Administrative Fee:** Fee received by Paychex for the Services. Clients who are Retirement Services Included Clients do not pay Administrative Fees as they are included in the fee they pay for their bundled suite of services. See Client Fees.

**Agency:** Paychex Insurance Agency, Inc.

**Agreement:** The Paychex Retirement Services Agreement entered into between Client and Paychex.

**Annual Account Fee:** Annual Account Fees are based on the assets in the Plan and may either be paid directly by the Client or charged pro-rata against the Plan assets each month. Retirement Services Included Clients may pay an Annual Account Fee depending on the Service Offering selected by Client. See Client Fees.

**Basis Points:** Unit of measurement equal to 1/100<sup>th</sup> of 1% (e.g. 40 bps = .40% = .004).

**Check Reissue Fee:** Fee Charged for requiring a change in the method of distribution from cash to rollover or vice versa.

**Client:** Company identified in the Agreement and the Responsible Plan Fiduciary.

**Client Fees:** Administrative, Annual Account, Per Participant and Setup Fees paid by Client or Plan to Paychex for Services. Client Fees are determined based on the Service Offering and Investment Tier selected. Annual Account Fees are based on the assets in the Plan and are charged only to Clients that elect the Service Offerings or Service features identified in the Annual Account Fee section on Client's then current Fee Disclosure. Paychex Retirement Services Included Clients may pay an Annual Account Fee depending on the Service Offering selected by Client. Clients who are Retirement Services Included Clients do not pay Administrative, Per Participant or Set-Up Fees as these fees are included in the fee they pay for their bundled suite of services but do pay an Annual Account Fee and fees for any Additional Services provided by Paychex.

**Code:** Internal Revenue Code of 1986, as amended.

**Contributions:** Amounts which are to be invested in the Plan in accordance with Client and Participant direction, The Contributions are deposited into the Master Custody Account and held there until the date that Paychex completes its processing of such Contributions and forwards them to be invested in the Plan Investments.

**Covered Service Provider:** Service providers that enter into a contract or arrangement with the Plan and reasonably expects to receive \$1,000 or more in direct or indirect compensation, in connection with providing services to the Plan. Paychex is a Covered Service Provider.

**Custodian:** American Stock Transfer & Trust Company, LLC ("AST").

**Distribution:** Any Distribution from the Plan assets processed by Paychex. Distributions may be paid out by check, EFT, wire transfer, or such other means of transfer delivery as agreed to by Paychex. The Distributions are held in the Master Custody Account until the date that either the Distribution checks are presented for payment or Distribution funds are wire transferred, electronically transferred through an EFT, or transferred by some other means of transfer delivery agreed to by Paychex from the Master Custody Account.

**ERISA:** Employee Retirement Income Security Act of 1974, as amended.

**Exchange Traded Funds (ETF) Fees:** Fees that are charged for trading and settling of ETF transactions.

**Expense Ratio:** A measure of what it costs an Investment Company to operate a mutual fund, expressed as an annual percentage. The expense ratio of a fund is calculated annually by dividing the fund's expenses by the average dollar value of its assets. These expenses are taken out of the fund's assets and lower its return to investors. These expenses pay for such things as: fees paid to fund's Investment Manager, recordkeeping, custodial services, taxes, legal expenses, accounting fees, auditing fees, and marketing costs.

**Fee Disclosure:** Statement provided to Client by Paychex as required by ERISA §408(b)(2).

**Fidelity Bond:** A bond which ERISA requires every Plan fiduciary to be covered by and which names the Plan as the insured. The coverage is a minimum of \$1,000 or 10% of Plan assets up to a maximum of \$500,000.

**Fidelity Bond Commission:** Fee earned by Paychex Insurance Agency, Inc. ("Agency"), a wholly owned subsidiary of Paychex, from the sale of a Fidelity Bond to the Client.

**Guided Fund Select:** Service Offering. Client will select its Plan Lineup from available Plan Lineups selected by a third-party Plan Lineup Advisor.

**Interest and Earnings Credits:** Interest or earning credits on amounts collected from Client prior to Distribution or Investment.

**Investment Company:** Entity that offers Investment Options.

**Investment Company Services:** Services provided to the Plan by an Investment Company as set forth in an Investment Option's Prospectus.

**Investment Option(s):** Investment Options available within a particular Service Offering.

**Investment Tiers:** Tiers of Investment Options available for Clients selecting the Open Fund Select Service Offering. Investment Tiers shall have different Client Fee payment options. Paychex may add additional Investment Tiers and Fee payment options and Client must affirmatively select a new Investment Tier to change Investment Tiers.

**Investment Vendor:** Third-party vendors who have provided Investment Options for the Fixed Fund Select Service Offering.



**LIBOR or London Interbank Offer Rate:** An interest rate at which banks can borrow funds, in marketable size, from other banks in the London interbank market. The LIBOR is fixed on a daily basis by the British Bankers' Association. The LIBOR is derived from a filtered average of the world's most creditworthy banks' interbank deposit rates for larger loans with maturities between overnight and one full year.

**Load:** Sales charge or commission paid by the investor to compensate a sales intermediary such as broker or financial advisor for their time and expertise in selecting an appropriate fund for the investor. Paid up front (front-end) or when shares are sold (back-end) or as long as the fund is held by the investor (level-Load or 12b-1). Front-end and back-end Loads are not part of the expense ratio but level-Loads are.

**Loan Fee:** Loan origination fees assessed against Participant who requests and receives a Loan from the Plan. Loan Fee is dependent on type of Loan.

**Loans to Participant:** Distribution to a Participant that satisfies the rules of the Loan Policy.

**Master Custody Account:** Bank account in which Plan assets are held by the Custodian pursuant to the Master Custody Agreement.

**Master Custody Account Services:** Custodial services provided to Plan for Plan assets held in the Master Custody Account.

**Mesirow Index Elite:** Mesirow Financial Investment Management, Inc. will serve as the ERISA Section 3(38) investment manager and share fiduciary responsibility for the plan's investments, helping reduce your fiduciary responsibility and legal liability under ERISA. As the 3(38) fiduciary, Mesirow Financial Investment Management, Inc. will (i) act with discretionary authority over the plan investment selection and monitoring; (ii) accept ERISA 3(38) fiduciary responsibility for investment-related decisions, and; (iii) assist with the preparation of Investment Policy Statements (IPS).

**Mid Atlantic Trust Company Directed Trustee Service:** Services include, but are not limited to, holding and administering the Plan trust pursuant to the direction of Company or named fiduciary, establishing a cash settlement account for the Plan, purchasing and subscribing authorized Plan Investments and maintaining custody of said Plan Investments, accounting for Plan Investments on a regular basis, certifying statements as to their accuracy, and more as defined in the Directed Trustee Agreement as entered into with the Plan trust.

**Model Portfolios:** Model Portfolios help you achieve your personal investment objectives by using asset allocation strategies, which consider the historic rates of return of different asset classes over long periods of time. An asset class is a broad group of individual securities or investments that have similar characteristics, such as risk or market capitalizations.

**Multi-Debit Client:** A Multi-Debit Client is a Client who has (i) either executed a service agreement for services which require that ACH debits from the Client's account be made separately for Fees and any Reimbursement Amounts or, (ii) who has executed a service agreement for services which allows Client the option of selecting to be a Multi-Debit Client or a Single Debit Client. When the Multi-Debit option becomes available the Single Debit Client must affirmatively elect to become a Multi-Debit client.

**Open Fund Select:** Service Offering. Clients select Investment Options for its Plan Lineup from among the Investment Options in the Investment Tier selected by the Client. Investment Options are listed on [www.paychex.com](http://www.paychex.com).

**Orders:** Requests to purchase or redeem Investments under the Plan. Clients select Investment Options for its Plan Lineup from among the Investment Options in the Investment Tier selected by Client. Investment Options are listed on [www.paychex.com](http://www.paychex.com).

**Participant:** Employees eligible to participate in the Plan pursuant to the Basic Plan Document, Adoption Agreement, and Summary Plan Description.

**Participant Fees:** Fees paid to Paychex that are charged to Participant accounts for specific services provided to Participants by Paychex or a third-party vendor at either the Participant's direction or the direction of Client.

**Participant Investment Advice Provider:** Third-Party vendor who reviews Plan Investments selected by the Client and offers Participant Investment Advice Services to Participants in the Plan.

**Participant Search Fees:** Fees Charged by RCP Solutions, LLC in event participant fails to request distribution and search is performed to determine current address.

**Paychex, Inc.:** Party to Agreement and provider of the Services.

**Paychex Insurance Agency, Inc. (Agency):** Licensed insurance agent and wholly owned subsidiary of Paychex.

**Paychex Securities Corporation (PSC):** Registered limited broker/dealer and a wholly owned subsidiary of Paychex.

**Per Participant Fees:** Fees received by Paychex for the Services. Clients who are Retirement Services Included Clients do not pay Per Participant Fees as they are included in the fee they pay for their bundled suite of services. See Client Fees.

**Plan:** Client's Qualified or Non-qualified Retirement Plan.

**Plan Administrator:** Refers to Client, unless Client has appointed another individual or entity as Plan Administrator.

**Plan Conversion Services:** Conversion Services provided pursuant to the Agreement.

**Plan Documents:** The Qualified Retirement Plan Documents made available by Paychex to the Employer dependent on the Plan selected. The documents include the Basic Plan Document and accompanying Adoption Agreement.

**Plan Investments:** Investment Options selected by Client for its Plan Lineup.

**Plan Lineup:** Plan Investments selected by Client.

**Plan Lineup Advice Services:** Service provided to Guided Fund Select Clients by the Plan Lineup Advisor.

**Plan Lineup Advisor:** Third-party vendor who provides fiduciary advice services with respect to Plan Investments to Clients who elect to use Guided Fund Select.

**Plan Sponsor:** Refers to employer that has established or maintains an employee benefit plan in accordance with ERISA; the Client.

**Plan Support Services – LPL** will provide assistance with plan administrative and support functions. Services include: (i)

quarterly report preparation; (ii) investment monitoring, with quarterly notifications; (iii) comprehensive fee analysis and benchmarking reports, and; (iv) periodic plan service reviews and assistance with the RFP process.

**Plan Transfer and Plan Termination Fees:** Additional service Fees charged in the event that Client transfers its Plan assets to another record keeper or terminates its Plan and liquidates the Plan assets for Additional Services involved in transferring or liquidating Plan assets. Plan Transfer and Plan Termination Fees are in addition to Client and Participant Fees incurred through the date the Plan assets are either transferred or liquidated.

**Prospectus:** Document filed with the Securities and Exchange Commission that provides details about an investment offering for sale to the public.

**Redemption Fee:** A fee assessed by an Investment Company to discourage short-term in and out trading of mutual fund shares. Redemption Fees are credited directly to the funds assets, not to the Investment Company. These fees are quoted as a percentage of sale proceeds sold within a specified period of time. For example: 2% fee if shares are sold within 30 days of purchase would be expressed as 2% - 30 days.

**Responsible Plan Fiduciary:** Client. The Responsible Plan Fiduciary is a fiduciary with authority to cause the covered Plan to enter into, or extend or renew, the Agreement.

**Retirement Services Included Clients:** Client who (i) has executed a service agreement whereby the Client agrees to pay a fee for a bundled suite of services, including, but not limited to the Paychex Retirement Services provided pursuant to the Agreement; (ii) is currently receiving the bundled suite of services; and (iii) has paid all fees and reimbursement amounts due for the bundled suite of services.

**Return of Concessions:** The Paychex Return of Concessions Service feature returns any payments received by Paychex from the Investment Company or Third Party Transmittal vendor directly to the Participant who incurred the fee charged by the Investment Company. Clients electing the Return of Concession Service feature will be charged an Annual Account Fee in addition to any Administrative and Per Participant Fees charged by Paychex.

**Self-Directed Brokerage Account (SDBA) Fee:** Fee charged for an option that allows a Participant to open an individual brokerage account.

**Services:** The Services provided by Paychex pursuant to Section 2.4 of the Agreement.

**Service Offering:** Fixed Fund Select, Guided Fund Select, or Open Fund Select.

**Setup Fee:** Fee paid to Paychex by Client that is a fee charge to set up the Services and the Plan. Clients who are Retirement Services Included Clients do not pay a Setup Fee as Plan and Service Setup is included in their bundled suite of services.

**Single Debit Client:** Clients who have executed any service agreement for services which either requires a Single Debit EFT or Client has not selected the Multi Debit option if offered by the service.

**Single Debit EFT:** Electronic Fund Transfer that Paychex initiates from a Single Debit Client for Contributions and all other Amounts Due (including, but not limited to Fees) to Paychex for services provided to the Single Debit Client.

**Stale Check:** Distributions which remain uncashed or are otherwise returned to Paychex if made by EFT, wire, or such other means of transfer one (1) year after the Distribution was made.

**Stale Check Fee:** Fees assessed by Stale Check Vendor against Participants who fail to cash Distribution checks. Fees assessed for mailing to Participants, attempts to locate the Participant, Distribution of Plan assets to the Participant and remitting any uncashed Distribution amounts to an IRA selected by Client. Paychex assesses a Stale Check Fee as set forth in the Fee Disclosure to process the Stale Check prior to remitting to Stale Check Vendor. The Stale Check Vendor charges total fees as set forth in the Fee Disclosure for each Stale Check processed depending on the process performed by the Stale Check Vendor and are set forth in the Agreement. Paychex does not receive any portion of the Stale Check Fees assessed against the Stale Check by the Stale Check Vendor.

**Stale Check Procedure Services:** Services to procedure to process Stale Checks as set forth in Schedule G of the Agreement. RCP Solutions, LLC is the "Stale Check Vendor" that performs Stale Check Procedures as described in the Agreement. RCP Solutions, LLC receives fees from Participants who fail to cash Distribution checks to locate the Participants or remit the uncashed Distribution amounts to an IRA selected by Client.

**Stale Check Vendor:** Third-party vendor authorized by Client to perform some or all of the Stale Check Procedure.

**The Trust Company Directed Trustee Services:** When selected by the Plan Sponsor, The Trust Company Directed Trustee Services serves as the directed Trustee.

**Third-party Fees:** Fees received by third-party vendors providing services to the Plan through the Paychex Services Offerings from the Client, Plan or Plan Participants.

**Third-party Payments:** Fees which Paychex and its subsidiaries may receive from Investment Companies, Investment Vendors, Plan Investments, or third-party vendors providing services to the Plan.

**Transmittal Vendor:** Either PSC or third-party vendor utilized by Paychex to transmit Client Orders for Plan Investments.

**Transmittal Vendor Services:** Services provided by the Transmittal Vendor in transmitting Orders to the Investment Company, either directly or indirectly via a securities clearing corporation.

**Trustee:** Client, unless Client has appointed another individual or entity as Trustee.

**Schedule A - Recordkeeping Fee Detail**

Paychex is required to provide the Plan Sponsor with the following Investment related and Revenue Sharing information to ensure they have the information needed regarding the Investments selected for the Plan contained in one document. If there is no information for Expense Ratio, Redemption Fees, or Total Annual Revenue Sharing, "N/A" will appear in the chart.

Fund Name	Fund Ticker	Expense Ratio (%)*	Sales Loads (%)	Redemption Fees
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\*Total Operating Expense before waivers/reimbursements as taken from the Operating Fees & Expenses table of the prospectus.

**Schedule B - Investment Chart**

This chart includes important information to help you compare the investment options under your retirement plan. Additional information about your investment options and hardcopies can be obtained via the fund(s) Web site(s) listed in the chart.

**Part I. Performance Information**

The Variable Return Investments table focuses on the performance of investment options that do not have a fixed or stated rate of return. This table shows how these options have performed over time and allows you to compare them with an appropriate benchmark for the same time periods. Past performance does not guarantee how the investment option will perform in the future. Plan contributions that are invested in these options could lose money. Information about an option's principal risks is available on the Web site(s).

Variable Return Investments									
Name/ Type of Option	Ticker Symbol	Average Annual Total Return as of 06/30/2018				Benchmark			
		1yr.	5yr.	10yr.	Since Inception	1yr.	5yr.	10yr.	Since Inception

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A general glossary of terms can be found at <http://www.morningstar.com/InvGlossary/?Custid=&CLogin=&CType=&CName=>. In addition, the website provided with each investment alternative may contain its own glossary of terms relevant to that specific

alternative, or a link to such a glossary.

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*[Faint, illegible text, possibly a signature or stamp]*

## Flexible 401(k) Profit Sharing Plan Nonstandardized Adoption Agreement

### EMPLOYER INFORMATION

Name of Adopting Employer

Global Outreach Charter Academy Inc.

Address

9570 Regency Square Blvd

City

Jacksonville

State

FL

Zip

32225

Telephone

904-551-7104

Adopting Employer's Federal Tax Identification Number

80-0297346

Adopting Employer's Tax Year End

12 / 31

(specify month and day)

Type of Business (select one)

Sole Proprietorship

Partnership

C Corporation

S Corporation

LLC

Other (Specify a legal entity recognized under federal income tax laws.)

**NON-PROFIT**

Name of Plan

Global Outreach Charter Academy Inc.

401(k) Profit Sharing Plan and Trust

Plan Sequence Number

001

Trust Identification Number (if applicable)

Account Number

0944

18099980

**Related Employers** – If the Adopting Employer is part of a controlled group of corporations (as defined in Code section 414(b) as modified by Code section 415(h)), a group of commonly controlled trades or businesses (as defined in Code Section 414(c) as modified by Code section 415(h)) or an affiliated service group (as defined in Code section 414(m)) of which the Adopting Employer is a part, or any other entity required to be aggregated with the Adopting Employer pursuant to Code section 414(o), then such Related Employers of the Adopting Employer will participate in this Plan only if listed on a Related Participating Employer Election Attachment. Failure to include Related Employers of the Adopting Employer may cause a violation of the coverage rules under Code section 410(b). Additions to or deletions from a Related Participating Employer Election Attachment do not constitute amendments to this Plan.

### SECTION ONE: EFFECTIVE DATES

Complete Part A or B

Part A.

New Plan Effective Date

This is the initial adoption of a 401(k) profit sharing plan by the Adopting Employer.

The Effective Date of this Plan is January 01,

2018

(Must be on or after January 1, 2007.)

If different from the Effective Date above, Elective Deferrals can be made under this Plan effective (select one):

Option 1: 

The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date.

Option 2: 

08 / 29 / 2018

(Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date.)

NOTE: If no option is selected, Option 1 will apply.

NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date. Elective Deferrals, however, cannot be made available before the later of the date this Adoption Agreement is signed or the date specified above for Elective Deferrals.

Part B.

Existing Plan Amendment or Restatement Date

This is an amendment or restatement of an existing qualified plan..

The Initial Plan Document was effective on \_\_\_\_\_.

 This Plan is a frozen Plan effective on \_\_\_\_\_.

If this Plan is a frozen Plan, no Employer Contributions may be made to the Plan with respect to Compensation earned on or after the Effective Date that the Plan is frozen. In addition, no additional contributions (e.g., rollover, transfer) may be accepted by the Plan on or after the date that the Plan is frozen. Depending on the facts and circumstances surrounding the freezing of the Plan, other Plan provisions may be affected (e.g., vesting, availability of loans.)

The Effective Date of this amendment or restatement is 08 / 29 / 2018 (except as otherwise provided on a Special Effective Date(s) Attachment, if applicable, or in the Basic Plan Document).(Must be on or after January 1, 2007.)

If different from the Effective Date above, Elective Deferrals, if added by this amendment or restatement, can be made under this Plan effective:



**Pre-Tax Elective Deferrals(Select one.)**

- Option 1:  The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date of this amendment or restatement.
- Option 2:  \_\_\_\_\_ (Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date of this amendment or restatement.)

NOTE: If no option is selected, Option 1 will apply for Pre-Tax Elective Deferrals.

**Roth Elective Deferrals(Select one.)**

- Option 1:  The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date of this amendment or restatement.
- Option 2:  **08 / 29 / 2018** (Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date of this amendment or restatement.) The effective date for Roth Elective Deferrals must be on or after January 1, 2006.

NOTE: If no option is selected, Option 1 will apply for Roth Elective Deferrals.

NOTE: Specifying an amendment or restatement Effective Date as any day other than the first day of the Plan Year following the Plan Year in which this Adoption Agreement is signed may result in a reduction or elimination of accrued benefits, violating Code section 411(d) (6). Notwithstanding the foregoing, Effective Dates for certain items (e.g., PPA and other legislative and regulatory guidance) are governed by the terms specified in the Basic Plan Document. If Elective Deferrals are being made available for the first time as a result of this amendment or restatement, the Elective Deferrals cannot be made available before the later of the date this Adoption Agreement is signed or the date specified above for Elective Deferrals. If different dates are selected for Pre-Tax and Roth Elective Deferrals, the date specified above for Pre-Tax Elective Deferrals must be either the same date or an earlier date than that selected for Roth Elective Deferrals.

**SECTION TWO: ELIGIBILITY**  
Complete Parts A through E

NOTE: Eligibility requirements selected for Elective Deferrals will also apply to Qualified Nonelective Contributions, Nondeductible Employee Contributions, ADP Test Safe Harbor Contributions and QACA ADP Test Safe Harbor Contributions, if such contributions are made to the Plan. Eligibility requirements selected for Matching Contributions will apply to Qualified Matching Contributions, ACP Test Safe Harbor Contributions and QACA ACP Test Safe Harbor Contributions, if such contributions are made to the Plan.

**Part A Age and Eligibility Service**

- 1. **Age Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals), receiving Matching Contributions, or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement, after attaining the following age (select and complete all that apply):

- Elective Deferrals – Age **21** (not more than 21).
- Matching Contributions – Age **21** (not more than 21).
- Employer Profit Sharing Contributions – Age **21** (not more than 21).

NOTE: If no age is specified for a contribution source, there will be no age requirement for such source.

- 2. **Eligibility Service Requirement.** An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals), receiving Matching Contributions, or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement (select and complete all that apply):

- No eligibility service required.

If this option is selected, there will be no eligibility service requirement for the following contributions (select all that apply):

- Elective Deferrals.
- Matching Contributions.
- Employer Profit Sharing Contributions.

- After completing \_\_\_\_\_ consecutive Months of Eligibility Service (not more than 12) beginning on the Employee's date of hire. If this option is selected, an Employee will be eligible to become a Participant in the Plan for purposes of the following contributions after completing the number of consecutive Months of Eligibility Service specified above (select all that apply):

- Elective Deferrals.
- Matching Contributions.
- Employer Profit Sharing Contributions.

- After completing \_\_\_\_\_ consecutive Months of Eligibility Service (not more than 12) beginning on the Employee's date of hire, during which time the Employee completes at least 0 Hours of Service (not more than 1,000). If this option is selected, an Employee will be eligible to become a Participant in the Plan for purposes of the following contributions after completing the number of consecutive Months of Eligibility Service and Hours of Service specified above (select all that apply):

- Elective Deferrals.
- Matching Contributions.
- Employer Profit Sharing Contributions.

NOTE: Employees not meeting the Hours of Service requirement within the period specified above will satisfy the Plan's

service requirement when they complete 1,000 Hours of Service within the Eligibility Computation Period. If this option is selected and no Hours of Service are specified, an Employee will be eligible to become a Participant in the Plan for purposes of the contributions specified above after completing the number of consecutive Months of Eligibility Service specified above.

- After Completing 1 Year of Eligibility Service (Period of Service, if applicable).

If this option is selected, an Employee will be eligible to become a Participant in the Plan for purposes of the following contributions after completing 1 Year of Eligibility Service (Period of Service, if applicable) (select all that apply):

- Elective Deferrals.
- Matching Contributions.
- Employer Profit Sharing Contributions.

- After completing 2 Years of Eligibility Service (Period of Service, if applicable).

If this option is selected, an Employee will be eligible to become a Participant in the Plan for purposes of the following contributions after completing 2 Years of Eligibility Service (Period of Service, if applicable) (select all that apply):

- Matching Contributions.
- Employer Profit Sharing Contributions.

- Other.

If this option is selected, an Employee will be eligible to become a Participant in the Plan for purposes of the following contributions after completing the following requirements (select and complete all that apply):

- Elective Deferrals. (Cannot require more than 1 Year of Eligibility Service (Period of Service, if applicable).)
- Matching Contributions. (Cannot require more than 2 Years of Eligibility Service (Periods of Service, if applicable).)

- Employer Profit Sharing Contributions. (Cannot require more than 2 Years of Eligibility Service (Periods of Service, if applicable).) **0 months.**

NOTE: If the requirements are based on Months of Eligibility Service with an hours requirement, Employees not meeting the hours requirement within the initial number of months indicated in the Adoption Agreement will satisfy the month of eligibility service requirement when they complete 1,000 Hours of Service within the Eligibility Computation Period.

NOTE: If no eligibility service requirement is selected for any contribution source, there will be no service requirement for such source. If more than one Year of Eligibility Service (Period of Service, if applicable) is selected in this Section Two, Part A for either Matching Contributions or Employer Profit Sharing Contributions, the immediate 100 percent vesting schedule in Section Four will automatically apply to such contribution source.

3. Age and Service Waivers

a. Employees Employed as of a Specified Date

Will an Employee listed below (other than an Employee who either is part of an excluded class of Employees or is employed by a Related Employer of the Adopting Employer that does not participate in the Plan) and employed on

08 / 29 / 2018 (specify a month, day, and year) who has not otherwise met the age and eligibility service requirements be considered to have met those requirements and be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals), receiving Matching Contributions, or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement (select one)?

Option 1:  Yes.

Employees subject to the waiver (define classifications and prior employers):

Option 2:  Not applicable.

NOTE: If no option is selected, Option 2 will apply. If Option 1 is selected but no date is specified, no additional age and eligibility service waivers will apply. If Option 1 is selected but no Employees are specified, all Employees employed on the specified date will be subject to the waiver. This age and eligibility service waiver may be used either when this Plan is adopted or when the Plan is subsequently amended (e.g., to add one or more types of contributions, to add a previously excluded group of Employees).

b. Mergers and Acquisitions

Will an Employee listed below (other than an Employee who either is part of an excluded class of Employees or is employed by a Related Employer of the Adopting Employer that does not participate in the Plan) and employed on \_\_\_\_\_ (specify a month, day, and year) who 1) became an Employee as a result of a merger with or acquisition of the prior employer(s) listed below, and 2) has not otherwise met the age and eligibility service requirements be considered to have met those requirements and be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals), receiving Matching Contributions, or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement (select one)?

Option 1:  Yes.  
Employees subject to the waiver (define classifications and prior employers):

Option 2:  Not applicable.

NOTE: If no option is selected, Option 2 will apply. If Option 1 is selected but either no date and/or no Employees are specified, no additional age and eligibility service waivers will apply. This age and eligibility service waiver may be used either when this Plan is adopted or when a merger or acquisition occurs. Waivers that include only certain Employees from certain prior employers may create testing implications under Code sections 401(a)(4) or 410(b).

**Part B. Exclusion of Certain Classes of Employees**

An Employee will be eligible to become a Participant in the Plan unless such Employee is (*select all that apply*):

- a.  Included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, if retirement benefits were the subject of good faith bargaining and if two-percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in Treasury Regulation Section 1.410(b)-9. For this purpose, the term "Employee representatives" does not include any organization in which more than half of the members are Employees who are owners, officers, or executives of the Employer.
- b.  Not included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, if retirement benefits were the subject of good faith bargaining and if two percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in Treasury Regulation Section 1.410(b)-9. For this purpose, the term "Employee representatives" does not include any organization in which more than half of the members are Employees who are owners, officers, or executives of the Employer.
- c.  A nonresident alien (within the meaning of Code section 7701(b)(1)(B)) who received no earned income (within the meaning of Code section 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code section 861(a)(3)).
- d.  An Employee as the result of a transaction described in Code section 410(b)(6)(C). Such Employee will be excluded during the period beginning on the date of the change in the member(s) of the group and ending on the last day of the first Plan Year beginning after the date of the change. A transaction described in Code section 410(b)(6)(C) is an asset or stock acquisition, merger, or similar transaction involving a change in the employer of the employees of a trade or business.
- e.  A Leased Employee.
- f.  A Highly Compensated Employee.
- g.  Incorrectly determined not to be an Employee (*e.g., erroneously classified as an independent contractor*).
- h.  Other (*Describe the classification(s) of Employees that will be excluded from the Plan. Classifications cannot be based on time, service, or compensation.*)

**NOTE:** If item (a) is selected then item (b) may not be selected. If item (b) is selected item (a) may not be selected. If both item (a) and (b) are selected, the Plan will operate as if item (b) had not been selected. A Related Employer of the Adopting Employer will be excluded from the Plan unless such employer signs a Related Participating Employer Election Attachment.

**NOTE:** Exclusions of Employees (other than statutorily excluded Employees under Code section 410(b)(3) and (4)) may result in the Plan needing to be amended to include enough Employees to pass the minimum coverage requirements under Code section 410(b).

**Part C. Entry Dates**

The Entry Dates will be (*select one*):

- Option 1:  Immediately upon meeting age and eligibility service – The day the age and eligibility service requirements in Section Two, Part A, are satisfied.
- Option 2:  Monthly – The first day of each month of the Plan Year.
- Option 3:  Quarterly – The first day of the Plan Year and the first day of the fourth, seventh and tenth months of the Plan Year.
- Option 4:  Semi-Annually – The first day of the Plan Year and the first day of the seventh month of the Plan Year.
- Option 5:  Annually – The first day of the Plan Year. (*Refer to the "NOTE" at the end of this Part C for restrictions that may apply.*)
- Option 6:  Other. (*Define Entry Date(s).*) (*Refer to the "NOTE" at the end of this Part C for restrictions that may apply.*) \_\_\_\_\_

**NOTE:** If no option is selected, Option 4 will apply. Option 5 or Option 6 can be selected only if the eligibility requirements and Entry Dates are coordinated such that each Employee will become a Participant in the Plan by the earlier of 1) the first day of the Plan Year beginning after the date the Employee satisfies the age and eligibility service requirements of Code section 410(a) and ERISA section 202, or 2) six months after the date the Employee satisfies such requirements.

**Part D. Service Required for Eligibility Purposes (Select one.)**

Option 1:  The Hours of Service method of determining services applies. (*May only be selected if one or two Years of Eligibility Service or a fractional year service with hours is required for any source in Part A above.*)(*Complete the following.*)

(a) 1,000 Hours of Service (*not more than 1,000*) will be required to constitute a Year of Eligibility Service.

(b) 500 Hours of Service (*not more than 500 and less than the number specified in Option 1(a), above*) must be exceeded to avoid a Break in Eligibility Service.

Option 2:  Not applicable. Either (1) all sources under the Plan have either a fractional year service requirement with no hours or no service requirement to participate in the Plan or (2) the Elapsed Time method of determining service applies.

**NOTE:** If no option is selected and the Hours of Service method of determining service applies or if Option 1 is selected and no hours are specified, 1,000 and 500 will apply for (a) and (b), respectively.

**Part E. Eligibility Computation Period**

An Employee's Eligibility Computation Periods after their initial Eligibility Computation Period will be (*select one*):

Option 1:  Each Plan Year commencing with the Plan Year beginning during their initial Eligibility Computation Period.

Option 2:  The 12-consecutive month periods commencing on the anniversaries of their Employment Commencement Date.

Option 3:  Not applicable. Either (1) all sources under the Plan have either a fractional year service requirement with no hours or no service requirement to participate in the Plan or (2) the Elapsed Time method of determining service applies.

**NOTE:** If no option is selected, Option 1 will apply if the Hours of Service method of determining service applies and Option 3 will apply if



*the Elapsed Time method of determining service applies.*

**SECTION THREE: CONTRIBUTIONS**

*Complete Parts A through H*

**Part A. Elective Deferrals**

**1. Authorization of Elective Deferrals**

Will Elective Deferrals be permitted under this Plan (*select one*)?

Option 1:  Yes (*Complete the following*).

Will Roth Elective Deferrals be permitted under this Plan in addition to Pre-Tax Elective Deferrals?

Suboption (a):  Yes.

Suboption (b):  No.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

Option 2:  No.

NOTE: *If no option is selected, Option 1 will apply. Complete the relevant portions of the remainder of Part A only if Option 1 is selected.*

**2. Limits on Elective Deferrals**

If Elective Deferrals are permitted under the Plan, a Contributing Participant may elect under a salary reduction agreement to have their Compensation reduced by the amount described below. Such amount will be contributed to the Plan by the Employer on behalf of the Contributing Participant (*select one*):

Option 1:  An amount equal to a percentage of the Contributing Participant's Compensation from 0 percent to percent in increments of 1 percent.

Option 2:  An amount equal to a dollar amount or percentage of the Contributing Participant's Compensation not to exceed the limits imposed by Code sections 401(k), 402(g), 404, and 415.

NOTE: *If no option is selected, Option 2 will apply. A Contributing Participant's combined Pre-Tax and Roth Elective Deferrals during their taxable year will not exceed the limit contained in Code section 402(g) in effect at the beginning of such taxable year. Unless specified otherwise in the Adoption Agreement, bonuses will be included in Compensation and will, therefore, be subject to a Participant's salary reduction agreement.*

**3. Separate Deferral Election for Bonuses**

Can a Contributing Participant make a separate deferral election to defer part or all of a bonus that will apply instead of the Contributing Participant's salary reduction agreement (*select one*)?

Option 1:  Yes.

Option 2:  No.

NOTE: *If no option is selected or if bonuses are excluded from Compensation for Elective Deferrals in Section 6, item 4 of this Adoption Agreement, Option 2 will apply. Option 1 may only be selected if the Plan included bonuses in Compensation for Elective Deferrals in Section 6, item 4 of this Adoption Agreement. If Option 1 is selected and a Contributing Participant does not make a separate deferral election for a bonus, the Participant's salary reduction agreement will apply to the bonus.*

**4. Claiming Excess Elective Deferrals**

A Participant who claims Excess Elective Deferrals for the preceding calendar year must submit their claim in writing to the Plan Administrator by (*select one*):

Option 1:  March 1.

Option 2:  Other (*Specify a date not later than April 15.*) April 8.

NOTE: *If no option is selected, Option 1 will apply. If Excess Elective Deferrals are not removed by April 15, they will be included in income both when contributed and when distributed and may be subject to a 10 percent early distribution penalty under Code section 72 (t).*

**5. Authorization of Automatic Elective Deferrals**

**Authorization of Automatic Elective Deferrals**

a. Will the automatic Elective Deferral enrollment provisions apply (*select one*)?

Option 1:  Yes, the Automatic Contribution Arrangement (ACA) provisions in Plan Section 3.01(E)(1) will apply.

Option 2:  Yes, the Eligible Automatic Contribution Arrangement (EACA) provisions in Plan Section 3.01(E)(2) will apply.

Option 3:  No.

NOTE: *If no option is selected, Option 3 will apply. Complete item 6 only if Option 1 or 2 is selected.*

b. **Tax Character of Elective Deferrals – ACA/EACA**

How will amounts withheld from Compensation and contributed to the Plan as automatic Elective Deferrals under either an ACA or EACA be designated for tax purposes (*select one*)?

Option 1:  Pre-Tax Elective Deferrals.

Option 2:  Roth Elective Deferrals.

NOTE: *If no option is selected, Option 1 will apply. Option 2 may only be selected if the Plan permits Roth Elective Deferrals under Part A of this Section.*

**6. ACAs and EACAs**

a. **New Employees**

For an Employee who has met the eligibility requirements set forth in Section Two of the Adoption Agreement and who fails to provide the Employer a salary reduction agreement, will a portion of such Employee's Compensation be automatically withheld and contributed to the Plan as an Elective Deferral (*select one*)?

- Option 1:  Yes, for Employees hired on or after the Effective Date.
- Option 2:  Yes, for Employees who meet the eligibility requirements in Section Two, Part A of the Adoption Agreement on or after the Effective Date.
- Option 3:  No.

**NOTE:** *If no option is selected, Option 1 will apply if an ACA or EACA provision is being added or changed. No portion of an Employee's Compensation will be withheld until the date the Employee enters the Plan after having satisfied the eligibility requirements listed in the Adoption Agreement.*

**b. Current Employees**

If an ACA or EACA provision is being added to the Plan or an existing ACA or EACA provision is being changed, will automatic enrollment for Elective Deferrals apply to all Employees who have met the eligibility requirements and who fail to return a salary reduction agreement on or after the Effective Date, including those who met the eligibility requirements in the Adoption Agreement before the Effective Date (*select one*)?

- Option 1:  Yes, but only to those Employees who are not Contributing Participants (*e.g., are deferring zero-percent*).
- Option 2:  No.

**NOTE:** *This section should not be completed if the provisions of an existing ACA or EACA are being included on a restated document with no changes made. If no option is selected, Option 2 will apply. If "No" is selected, the extension to six months for making certain corrective distributions will not apply for a Plan with EACA.*

**c. Initial Amount of Automatic Elective Deferral**

The following percentage or amount of each Employee's Compensation will be automatically withheld each payroll and contributed to the Plan as an Elective Deferral if they have met the eligibility requirements and Option 1 or 2 was selected in item 6(a) above (*select and complete one*):

- Option 1:  \_\_\_\_\_ percent.
- Option 2:  The greater of \_\_\_\_\_ percent or the Participant's Elective Deferral rate in effect before being automatically enrolled.

**NOTE:** *If no option is selected, Option 1 will apply and three-percent of Compensation will be withheld.*

**d. Authorization of Automatic Elective Deferral Increase**

Will Elective Deferrals be increased automatically each year for Employees who are automatically enrolled under an ACA or EACA (*select one*)?

- Option 1:  Yes, by \_\_\_\_\_ percent per payroll once per year up to a maximum of 10 percent.
- Option 2:  No.

**NOTE:** *If no option is selected, Option 2 will apply.*

**e. Timing of Automatic Elective Deferral Increases**

If automatic increases are selected above, such increases will occur on the following dates (*select one*):

- Option 1:  First day of each Plan Year.
- Option 2:  First day of each calendar year.
- Option 3:  Other. (*Specify the dates that the automatic Elective Deferral increases will occur.*) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.

**NOTE:** *If no option is selected, Option 1 will apply. If Option 3 is selected, increases of automatic Elective Deferrals in an EACA must satisfy the uniformity rules in Treasury Regulation section 1.414(w)-1(b)(2).*

**NOTE:** *If Employees who are automatically enrolled are treated differently from Employees who are not automatically enrolled with regard to automatic increases, special testing may be required under Code section 401(a)(4).*

**7. Qualified Automatic Contribution Arrangement (QACA)**

**a. Authorization of QACA**

Will the QACA provisions in Plan Section 3.01(F) apply (*select one*)?

- Option 1:  Yes.
- Option 2:  No.

**NOTE:** *If no option is selected, Option 2 will apply. Complete the remainder of this item 7 only if Option 1 is selected. If Option 1 is selected, the QACA provisions of the Plan will apply for the Plan Year and the provisions relating to the ADP or ACP test generally will not apply. Contribution provisions that are selected in addition to the options listed in this Part A, item 7 may subject the Plan to ADP, ACP, and top-heavy testing. If Option 1 is selected, the Plan generally must satisfy the QACA requirements of Code sections 401(k)(13) and 401(m)(12), including the notice requirement, for the entire Plan Year. If a QACA is eliminated during a Plan Year under Treasury Regulation section 1.401(k)-3(g), the Plan will be subject to provisions relating to the ADP and ACP tests, including restrictions on the selection of testing methods (*e.g., current vs. prior-year*).*

**b. QACA Elective Deferral Rates**

**Standard Percentage**

The following percentage of each Eligible Employee's Compensation will be automatically withheld each payroll and contributed to the Plan as an Elective Deferral if Option 1 was selected in item 7(a) above and if an Eligible Employee does not timely return a salary reduction agreement (*select an option and complete the blanks, if applicable*):

	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>
--	-----------------------------------	-----------------------------------

Initial Rate	3%	___% (not less than three or more than ten)
Rate Two	4%	___% (not less than four or more than ten)
Rate Three	5%	___% (not less than five or more than ten)
Rate Four	6%	___% (not less than six or more than ten)
Rate Five	N/A	___% (not less than six or more than ten)
Rate Six	N/A	___% (not less than six or more than ten)
Rate Seven	N/A	___% (not less than six or more than ten)
Rate Eight	N/A	___% (not less than six or more than ten)

**NOTE:** If no option is selected, Option 1 will apply. The QACA Elective Deferral rate must be at least three-percent of Compensation during the Initial Period and must be at least the minimum percentages described above for each subsequent period following the Initial Period until the Elective Deferral rate equals six-percent.

**c. Timing of QACA Increases**

**i. Initial Period**

Will QACA rate increases, if applicable, occur during the Initial Period (select one)?

- Option 1:**  Yes, on the first day of each Plan Year.
- Option 2:**  Yes, on the first day of each calendar year.
- Option 3:**  Yes, (specify the dates the QACA rate will increase during the Initial Period):
- Option 4:**  No

**NOTE:** If no option is selected, Option 4 will apply. The Employer may increase QACA Elective Deferral rates during the Initial Period but such increases are not required. If Option 3 is selected, increases of automatic Elective Deferrals in a QACA must satisfy the uniformity rules in Treasury Regulation section 1.401(k)-3(j)(2).

**ii. Subsequent Periods**

QACA rate increases following the Initial Period, if applicable, will occur on the following date (select one):

- Option 1:**  First day of each Plan Year.
- Option 2:**  First day of calendar year.
- Option 3:**  Other. (Specify the dates the QACA rate will increase after the Initial Period.)

**NOTE:** If no option is selected, Option 1 will apply. If Option 3 is selected, increases of automatic Elective Deferrals in a QACA must satisfy the uniformity rules in Treasury Regulation section 1.401(k)-3(j)(2).

**d. Participants Entitled to Receive QACA Safe Harbor Contributions**

QACA Safe Harbor Contributions will be made on behalf of (select one):

- Option 1:**  Each Eligible Employee who is a non-Highly Compensated Employee.
- Option 2:**  All Eligible Employees.

**NOTE:** If no option is selected, Option 1 will apply.

**e. QACA ADP Test Safe Harbor Contribution**

For the Plan Year, the Employer will make the following QACA ADP Test Safe Harbor Contributions to the Individual Account of each Eligible Employee, as described in item 7(d) above, in the amount of (select one):

- Option 1:**  QACA Basic Matching Contribution.  
That percentage of each Contributing Participant's Elective Deferrals determined by the rate of each Contributing Participant's Elective Deferrals as specified in the matching schedule below.

	<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to 1%	100%
Tier 2	Greater than 1, but less than or equal to 6%	50%

- Option 2:**  QACA Enhanced Matching Contribution.  
That percentage of each Contributing Participant's Elective Deferrals determined by the rate of each Contributing Participant's Elective Deferrals as specified in the matching schedule below.

	<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to ___% (not less than one)	100% (not less than 100)
Tier 2	Greater than ___, but less than or equal to ___% (not more than six)	___%

- Option 3:**  QACA Safe Harbor Nonelective Contribution.  
(not less than three) percent of the Employee's Compensation for the Plan Year.

**NOTE:** If no option is selected, Option 1 will apply. Option 2, if selected, must be completed so that, at any rate of Elective Deferrals, the Matching Contribution is at least equal to the Matching Contribution that would be received if the Employer were making contributions under Option 1, but the rate of match cannot increase as Elective Deferrals increase.

**f. QACA ACP Test Safe Harbor Matching Contributions**

**NOTE:** No additional contributions are required to satisfy the QACA requirements. The Employer may, however, make Matching Contributions other than those contributions made under item 7(e) above. To ensure that the Plan continues to satisfy the safe harbor provisions of a QACA, only the following additional Matching Contributions may be made (see the "NOTE" below for specific contribution limitations).



For the Plan Year will the Employer make QACA ACP Test Safe Harbor Matching Contributions to the Individual Account of each Eligible Employee, as described in item 7(d) above (select one)?

**Option 1:**  Yes. The Employer will make QACA ACP Test Safe Harbor Matching Contributions in the amount of (select all that apply):

- Percentage of Contribution Match.  
That percentage of each Contributing Participant's Elective Deferrals determined by the rate of each Contributing Participant's Elective Deferrals as specified in the matching schedule below.

<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Less than or equal to <u>3</u> % (not more than six)	<u>25</u> %

- Two-Tiered Percentage of Contribution Match.  
That percentage of each Contributing Participant's Elective Deferrals determined by the rate of each Contributing Participant's Elective Deferrals as specified in the matching schedule below.

	<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to <u>    </u> %	<u>    </u> %
Tier 2	Greater than <u>    </u> , but less than or equal to <u>    </u> %	<u>    </u> %

**NOTE:** The matching percentage for Tier 2 cannot exceed the matching percentage for the base rate. No Matching Contributions may be made on Elective Deferrals that exceed six-percent of Compensation.

- A discretionary contribution that matches each Contributing Participant's Elective Deferrals that do not exceed a permissible percentage of the Contributing Participant's Compensation for the Plan Year.  
**NOTE:** The Elective Deferrals that are matched will be determined by the Employer for the year, but in no event can a Matching Contribution be made on Elective Deferrals that exceed six-percent of the Employee's Compensation. The total discretionary QACA ACP Test Safe Harbor Matching Contribution made to any Eligible Employee cannot exceed four-percent of the Employee's Compensation for the Plan Year. Matching Contributions made under the Plan that exceed these limitations will subject the Plan to ACP testing.

**Option 2:**  Not applicable. The Employer will not make a QACA ACP Test Safe Harbor Matching Contribution unless necessary to do so in order to timely allocate Forfeitures.

**NOTE:** If no option is selected, Option 2 will apply. If Option 1 is selected and no contribution amount is selected, the Employer may make a discretionary contribution that matches each Contributing Participant's Elective Deferrals that do not exceed a permissible percentage of the Contributing Participant's Compensation for the Plan Year. If the Employer wishes to make Matching Contributions in addition to QACA ACP Test Safe Harbor Matching Contributions, the Matching Contributions section of the Adoption Agreement must be completed. Such contributions will be subject to ACP testing.

**g. Recipient Plan**

The QACA Safe Harbor Contributions will be made to (select one):

- Option 1:**  This Plan.  
**Option 2:**  Other plan. (Specify plan of the Employer.)

**NOTE:** If no option is selected, Option 1 will apply.

**h. QACA Safe Harbor Contribution Computation Period**

For purpose of applying the QACA ADP Test Safe Harbor Contribution or the QACA ACP Test Safe Harbor Matching Contribution formulas, Compensation will be based on the period selected below (select one)?

- Option 1:**  Payroll period.  
**Option 2:**  Plan Year.  
**Option 3:**  Calendar month.  
**Option 4:**  Plan Year quarter.  
**Option 5:**  Semi-annual.

**NOTE:** The calculation of a QACA Safe Harbor Contribution based on the computation period selected shall not require the Employer to remit the Safe Harbor Contribution to the Trust earlier than the time required by Plan Section 3.04(D).

**8. Automatic Increase for Employees who are Not Automatically Enrolled or for Plans Without Automatic Enrollment**

**a. Authorization to Increase Elective Deferrals Automatically**

Will Elective Deferrals be increased automatically each year for Employees who are not automatically enrolled under items 6 or 7 above?

**Option 1:**  Yes, for Contributing Participants whose salary deferral agreements are below \_\_\_\_\_ percent of Compensation. Increases will occur by \_\_\_\_\_ percent per payroll once per year up to a maximum of \_\_\_\_\_ percent.

**Option 2:**  Yes, for Contributing Participants whose salary deferral agreements are below \_\_\_\_\_ percent of Compensation. Increases will occur by: \_\_\_\_\_.

**Option 3:**  No.

**NOTE:** If no option is selected, Option 3 will apply.

**b. Timing of Increasing Elective Deferrals Automatically**

If automatic increases are selected in item 8(a) above, such increases will occur on the following dates (select one):

- Option 1:  First day of each Plan Year.
- Option 2:  First day of each calendar year.
- Option 3:  Other. (Specify the dates the automatic Elective Deferral increases will occur.)  
\_\_\_\_\_

**NOTE:** If no option is selected, Option 1 will apply.

**NOTE:** If Employees who are automatically enrolled are treated differently from Employees who are not automatically enrolled with regard to automatic increases, special testing may be required under Code section 401(a)(4).

**Part B. Matching Contributions**

**NOTE:** Employers that intend to maintain a QACA safe harbor plan or a Safe Harbor CODA plan, as defined in Plan Sections 3.01 or 3.03 that is not subject to ACP testing, must skip this Part B and complete either Part A, item 7 or Part C. Matching Contributions made under this Part B will be subject to ACP testing.

**1. Authorization of Matching Contributions**

Will the Employer make Matching Contributions to the Plan on behalf of a Qualifying Contributing Participant (select one)?

- Option 1:  Yes, with respect to the following types of contributions (select all that apply):
  - Elective Deferrals.
  - Nondeductible Employee Contributions.

Option 2:  No.

**NOTE:** If no option is selected, Option 2 will apply. Complete the remainder of this Part B only if Option 1 is selected.

**2. Matching Contributions and Catch-up Contributions**

Will Matching Contributions be made in accordance with the Matching Contribution formula specified in items 3 and 4 below with regard to Catch-up Contributions (select one)?

- Option 1:  Yes.
- Option 2:  No.

**NOTE:** If no option is selected, Option 1 will apply.

**3. Matching Contribution Formula**

If the Employer selected to make Matching Contributions in item 1 above, then the amount of such Matching Contributions made on behalf of a Qualifying Contributing Participant each Plan Year will be equal to (select one):

- Option 1:  Discretionary Match.  
That percentage of each Qualifying Contributing Participant's Elective Deferral (and/or Nondeductible Employee Contribution, if applicable) which the Employer, in its sole discretion, determines. The amount, the allocation formula, and the percentage or dollar amount limit applicable to such match, if any, is at the complete and sole discretion of the Employer and may vary. Any Matching Contribution will be allocated in a nondiscriminatory manner based upon each Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable).

- Option 2:  Percentage of Contribution Match.  
That percentage of each Qualifying Contributing Participant's Elective Deferral (and/or Nondeductible Employee Contribution, if applicable) determined by the Contributing Participant's rate of Elective Deferrals (and/or Nondeductible Employee Contribution, if applicable) as specified in the matching schedule below.

<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Less than or equal to <input type="text" value="3"/> %	<input type="text" value="25"/> %

- Option 3:  Two-Tiered Percentage of Contribution Match.  
That percentage of each Qualifying Contributing Participant's Elective Deferral (and/or Nondeductible Employee Contribution, if applicable) determined by the Contributing Participant's rate of Elective Deferrals (and/or Nondeductible Employee Contribution, if applicable) as specified in the matching schedule below.

<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate Less than or equal to <input type="text"/> %	<input type="text"/> %
Tier 2 Greater than <input type="text"/> , but less than or equal to <input type="text"/> %	<input type="text"/> %

- Option 4:  Multi-Tiered Percentage of Contribution Match.  
An amount equal to a percentage of each Qualifying Contributing Participant's Elective Deferral (and/or Nondeductible Employee Contribution, if applicable) determined by the Contributing Participant's rate of Elective Deferrals (and/or Nondeductible Employee Contribution, if applicable) as specified in the matching schedule below.

<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate Less than or equal to <input type="text"/> %	<input type="text"/> %
Tier 2 Greater than <input type="text"/> , but less than or equal to <input type="text"/> %	<input type="text"/> %
Tier 3 Greater than <input type="text"/> , but less than or equal to <input type="text"/> %	<input type="text"/> %
Tier 4 Greater than <input type="text"/> %	<input type="text"/> %

NOTE: If no option is selected, Option 1 will apply. If Matching Contribution percentages in Option 1, Option 3, or Option 4 above increase as the percent of a Contributing Participant's Elective Deferral percentage increases (e.g., the Matching Contribution percentage in Tier 2 is greater than the Matching Contribution percentage under the Base Rate), special nondiscrimination testing under Code section 401(a)(4) may be necessary. Matching Contributions in excess of 100 percent of a Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contribution, if applicable) will be subject to the additional ACP testing limits under Plan Section 3.02 and Treasury Regulation section 1.401(m)-2(a)(5).

4. Supplemental Match

Will the Employer be permitted to make supplemental Matching Contributions, in an amount to be determined at the Employer's discretion, in addition to the Matching Contributions described in Part B, items 2 and 3 above (select one)?

Option 1:  Yes.

If Option 1 is selected the supplemental Matching Contributions will be allocated to each Contributing Participant in accordance with the following Matching Contribution formula (select one):

Suboption(a):  Discretionary Match. That percentage of each Contributing Participant's Elective Deferral (and/or Nondeductible Employee Contribution, if applicable) which the Employer, in its sole discretion, determines.

Suboption (b):  Other. (Specify a supplemental Matching Contribution formula.)

NOTE: If no suboption is selected, Suboption (a) will apply. Matching Contributions in excess of 100 percent of a Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contribution, if applicable) will be subject to the additional ACP testing limits under Plan Section 3.02 and Treasury Regulation section 1.401(m)-2(a)(5).

Option 2:  No.

NOTE: If no option is selected, Option 2 will apply.

5. Matching Contribution Limit

Notwithstanding the Matching Contribution formula(s) specified above, no Matching Contributions in excess of \$ \_\_\_\_\_ \$500.00 or \_\_\_\_\_ percent of a Contributing Participant's Compensation will be made with respect to any Contributing Participant for any Plan Year. (Complete the applicable blank(s), if any.)

6. Matching Contribution Computation Period

For purpose of applying the Matching Contribution formula, Compensation will be based on the period selected below (select one)?

Option 1:  Payroll period.

Option 2:  Plan Year.

NOTE: The calculation of a Matching Contribution based on the computation period selected shall not require the Employer to remit the Matching Contribution to the Trust earlier than the time required by Plan Section 3.04(D).

7. Additional Conditions for Receiving Matching Contributions

A Contributing Participant will be a Qualifying Contributing Participant, and thus entitled to share in Matching Contributions for any Plan Year, only if the Participant has satisfied all of the eligibility requirements described in Section Two of this Adoption Agreement on at least one day of such Plan Year and satisfies the following additional condition(s) (select one):

Option 1:  The following additional condition(s) apply (select all that apply):

- Service Requirement. The Contributing Participant completes at least (complete one): \_\_\_\_\_ (not more than 1,000) Hours of Service during the Plan Year if the Hours of Service method of determining service applies; or \_\_\_\_\_ (not more than 12) months of service if the Elapsed Time method of determining service applies.

However, the condition will be waived for the following reason(s) (select all that apply):

- The Contributing Participant's death.
- The Contributing Participant's Termination of Employment after having incurred a Disability.
- The Contributing Participant's Termination of Employment after having reached Normal Retirement Age.
- The Contributing Participant's Termination of Employment after having reached Early Retirement Age.
- The Contributing Participant is employed on the last day of the Plan Year.
- Last Day Requirement. The Participant is an Employee of the Employer on the last day of the Plan Year. However, this condition will be waived for the following reason(s) (select all that apply):
  - The Contributing Participant's death.
  - The Contributing Participant's Termination of Employment after having incurred a Disability.
  - The Contributing Participant's Termination of Employment after having reached Normal Retirement Age.
  - The Contributing Participant's Termination of Employment after having reached Early Retirement Age.
  - The Contributing Participant's Termination of Employment after having completed at least (complete one): \_\_\_\_\_ Hours of Service during the Plan Year, if the Hours of Service method of determining service applies; or \_\_\_\_\_ months of service if the Elapsed Time method of determining service applies.

Option 2:  No additional conditions will apply.

NOTE: If no option is selected, Option 2 will apply. If the option for a service requirement is selected and no hours or months of service are specified, zero hours or months of service will apply.

**1. Application of Safe Harbor CODA**

**a. Safe Harbor Provisions**

Will the Safe Harbor CODA provisions of Plan Section 3.03 apply (*select one*)?

Option 1:  Yes.

Option 2:  No.

**NOTE:** *If no option is selected, Option 2 will apply. Complete the remainder of this Part C only if Option 1 is selected. If Option 1 is selected, the Safe Harbor CODA provisions of the Plan will apply for the Plan Year and the provisions relating to the ADP or ACP test generally will not apply. Contribution provisions that are selected in addition to the options listed in this Part C may subject the Plan to ADP, ACP, and top heavy testing. If Option 1 is selected, the Plan generally must satisfy the Safe Harbor CODA requirements of Code sections 401(k)(12) and 401(m)(11), including the notice requirement, for the entire Plan Year. If a Safe Harbor CODA is eliminated during a Plan Year under Treasury Regulation section 1.401(k)-3(g), the Plan will be subject to provisions relating to the ADP and ACP tests, including restrictions on the selection of testing methods (e.g., current vs. prior-year).*

**b. Participants Entitled to Receive Safe Harbor CODA Contributions**

Safe Harbor CODA contributions will be made on behalf of (*select one*):

Option 1:  Each Eligible Employee who is a non-Highly Compensated Employee.

Option 2:  All Eligible Employees.

**NOTE:** *If no option is selected, Option 2 will apply.*

**2. ADP Test Safe Harbor Contributions**

For the Plan Year, the Employer will make the following ADP Test Safe Harbor Contributions to the Individual Account of each Eligible Employee as described in item 1(b) above, in the amount of (*select one*):

Option 1:  Basic Matching Contributions.  
That percentage of each Contributing Participant's Elective Deferrals determined by the rate of each Contributing Participant's Elective Deferrals as specified in the matching schedule below.

	<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to 3%	100%
Tier 2	Greater than 3, but less than or equal to 5%	50%

Option 2:  Enhanced Matching Contributions - Two Tiered.  
That percentage of each Contributing Participant's Elective Deferrals determined by the rate of each Contributing Participant's Elective Deferrals as specified in the matching schedule below.

	<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to _____ % ( <i>not less than three</i> )	100% ( <i>not less than 100</i> )
Tier 2	Greater than _____, but less than or equal to _____ % ( <i>not more than six</i> )	_____ %

Option 3:  Enhanced Matching Contributions - Three Tiered.  
That percentage of each Contributing Participant's Elective Deferrals determined by the rate of each Contributing Participant's Elective Deferrals as specified in the matching schedule below.

	<u>Elective Deferral Percentage</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to _____ %	_____ %
Tier 2	Greater than _____, but less than or equal to _____ %	_____ %
Tier 3	Greater than _____ %	_____ %

Option 4:  Guaranteed Safe Harbor Nonelective Contributions.  
**3.00** (*not less than three*) percent of the Employee's Compensation for the Plan Year.

Option 5:  Flexible Safe Harbor Nonelective Contributions.  
This provision provides the Employer with the ability to amend the Plan to comply with the safe harbor provisions during the Plan Year. To provide such option, the Employer must amend the Plan and indicate on the "Special Effective Date(s)" Attachment that the Safe Harbor Nonelective Contribution (not less than three percent) will be made for the specified Plan Year. Such election must comply with all the applicable notice requirements.

**NOTE:** *If no option is selected, Option 1 will apply. Options 2 or 3, if selected, must be completed so that, at any rate of Elective Deferrals, the Matching Contribution is at least equal to the Matching Contribution that would be received if the Employer were making contributions under Option 1, but the rate of match cannot increase as Elective Deferrals increase.*

**3. ACP Test Safe Harbor Matching Contributions**

**NOTE:** *No additional contributions are required in order to satisfy the Safe Harbor CODA requirements. The Employer may, however, make Matching Contributions other than Basic or Enhanced Matching Contributions. To ensure that the Plan continues to satisfy the Safe Harbor CODA requirements, only the following additional Matching Contributions may be made (see the "NOTE" below for specific contribution limitations).*

For the Plan Year will the Employer make ACP Test Safe Harbor Matching Contributions to the Individual Account of each Eligible Employee, as described in item 1(b) above (*select one*)?

Option 1:  Yes. The Employer will make ACP Test Safe Harbor Matching Contributions in the amount of (*select all that apply*):

- Percentage of Contribution Match.
- That percentage of each Contributing Participant's Elective Deferrals determined by the rate of each Contributing Participant's Elective Deferrals as specified in the matching schedule below.
- | <u>Elective Deferral Percentage</u>                  | <u>Matching Percentage</u> |
|--|----------------------------|
| Less than or equal to <u>3</u> % (not more than six) | <u>25</u> %                |

- Two-Tiered Percentage of Contribution Match.
- That percentage of each Contributing Participant's Elective Deferrals determined by the rate of each Contributing Participant's Elective Deferrals as specified in the matching schedule below.
- | <u>Elective Deferral Percentage</u>                            | <u>Matching Percentage</u> |
|--|----------------------------|
| Base Rate<br>Less than or equal to _____%                      | _____%                     |
| Tier 2<br>Greater than _____, but less than or equal to _____% | _____%                     |

**NOTE:** The matching percentage for Tier 2 cannot exceed the matching percentage for the base rate. No Matching Contributions will be made on Elective Deferrals that exceed six-percent of Compensation.

- A discretionary contribution that matches each Contributing Participant's Elective Deferrals that do not exceed a permissible percentage of the Contributing Participant's Compensation for the Plan Year.

**NOTE:** The Elective Deferrals that are matched will be determined by the Employer for the year, but in no event can a Matching Contribution be made on Elective Deferrals that exceed six-percent of the Employee's Compensation. In addition, the total discretionary ACP Test Safe Harbor Matching Contribution made to any Employee cannot exceed four-percent of the Employee's Compensation for the Plan Year. For example, the Employer could not choose a discretionary formula that provided a 25 cent Matching Contribution for every dollar deferred if the match were given on Elective Deferrals up to eight-percent of Compensation (this exceeds the six-percent limitation on Elective Deferrals that can be matched). Neither could the Employer provide a discretionary dollar-for-dollar Matching Contribution on Elective Deferrals up to six-percent of Compensation (this exceeds the four-percent absolute limitation on a discretionary ACP Test Safe Harbor Matching Contribution).

**Option 2:**  Not applicable. The Employer will not make an ACP Test Safe Harbor Matching Contribution unless necessary to do so in order to timely allocate Forfeitures.

**NOTE:** If no option is selected, Option 2 will apply. If Option 1 is selected and no contribution amount is selected, the Employer may make a discretionary contribution that matches each Contributing Participant's Elective Deferrals that do not exceed a permissible percentage of the Contributing Participant's Compensation for the Plan Year. If the Employer wishes to make Matching Contributions in addition to ACP Test Safe Harbor Matching Contributions, Section Three, Part B, must be completed. Such contributions will be subject to ACP testing.

**4. Recipient Plan**

The Safe Harbor Contributions will be made to (select one):

- Option 1:**  This Plan.
- Option 2:**  Other plan. (Specify plan of the Employer.)

**NOTE:** If no option is selected, Option 1 will apply.

**5. Safe Harbor Contribution Computation Period**

For purpose of applying the ADP Test Safe Harbor Contribution or the ACP Test Safe Harbor Matching Contribution formulas, Compensation will be based on the period selected below (select one)?

- Option 1:**  Payroll period.
- Option 2:**  Plan Year.
- Option 3:**  Calendar month.
- Option 4:**  Plan Year quarter.
- Option 5:**  Semi-annual.

**NOTE:** The calculation of a Safe Harbor Contribution based on the computation period selected shall not require the Employer to remit the Safe Harbor Contribution to the Trust earlier than the time required by Plan Section 3.04(D).

**Part D. Employer Profit Sharing Contributions**

**1. Authorization of Employer Profit Sharing Contributions**

Will the Employer make Employer Profit Sharing Contributions to the Plan on behalf of Qualifying Participants (select one)?

- Option 1:**  Yes.
- Option 2:**  No.

**NOTE:** If no option is selected, Option 1 will apply. Complete the remainder of Part D only if Option 1 is selected.

**2. Contribution Formula (select one)**

- Option 1:**  Discretionary Formula. For each Plan Year the Employer may contribute an amount to be determined from year to year.
- Option 2:**  Fixed Formula. \_\_\_\_\_ percent of the Compensation of all Qualifying Participants under the Plan for the Plan Year.
- Option 3:**  Discretionary Formula by Location or Business Classification. For each Plan Year the Employer may contribute an amount to be determined from year to year and that amount may vary for each location or business classification on a separate and individual basis.

**NOTE:** If no option is selected, Option 1 will apply.

**3. Allocation Formula**



Employer Profit Sharing Contributions will be allocated to the Individual Accounts of Qualifying Participants as follows(select one):

- Option 1:  Pro Rata Formula. In the ratio that each Qualifying Participant's Compensation for the Plan Year bears to the total Compensation of all Qualifying Participants for the Plan Year.
- Option 2:  Flat Dollar Formula. In the same dollar amount for each Qualifying Participant.
- Option 3:  Integrated Formula. Pursuant to the following integrated allocation formula described in Plan Section 3.04(B)(2) (select one):

Suboption (a):  Excess Integrated Formula.

Suboption (b):  Base Integrated Formula.

NOTE: If no suboption is selected, Suboption (a) will apply.

The integration level will be (select one):

Suboption (a):  The Taxable Wage Base.

Suboption (b):  \$ \_\_\_\_\_ (a dollar amount less than the Taxable Wage Base).

Suboption (c):  \_\_\_\_\_ percent (not more than 100) of the Taxable Wage Base.

NOTE: If no suboption is selected, Suboption (a) will apply.

Option 4:  Age-Weighted Formula. In the manner described below:

Step 1: Determine each Qualifying Participant's number of points based upon the following formula:

Points = .01 x Compensation x allocation factor derived from the allocation factor tables set forth in Section Ten of the Adoption Agreement.

The pre-retirement and post-retirement interest rate used to calculate the annual Employer Profit Sharing Contribution will be 8.5%

Step 2: Determine each Qualifying Participant's allocation through calculation of the following formula:

Allocation =  $\frac{\text{Points of Qualifying Participant}}{\text{Total Points of all Qualifying Participants}} \times \text{Employer Profit Sharing Contribution}$

Step 3: Make any reallocations as necessary to satisfy either the safe harbor formula for plans with a uniform points allocation or the general test described in Code section 401(a)(4) and the corresponding Treasury Regulations concerning nondiscrimination in the amount of Employer Profit Sharing Contributions. Identify whether the safe harbor or general test will be satisfied (select one):

Suboption (a):  Safe harbor reallocations may be made as necessary as described in Plan Section 3.04(B)(8)(b).

Suboption (b):  General test reallocations may be made as necessary as described in Plan Section 3.04(B)(8)(c).

NOTE: If no suboption is selected, Suboption (b) will apply.

Option 5:  New Comparability Formula. As described in Plan Section 3.04(B)(9) pertaining to group allocations (select one):

Suboption (a):  Individual Allocation Groups. Each Qualifying Participant will constitute a separate allocation group.

Suboption (b):  Pre-Determined Allocation Groups. Qualifying Participants will be divided into the following groups (one or more) with the same allocation ratio. (Specify the groups by category of Qualifying Participant, including both Highly Compensated Employees and non-Highly Compensated Employees):

Allocation Group 1:

Allocation Group 2:

Allocation Group 3:

Allocation Group 4:

Allocation Group 5:

Allocation Group 6:

NOTE: If Option 5 is selected and no suboption is selected, Suboption (a) will apply. If Suboption (b) is selected and no allocation groups are specified, each Qualifying Participant will constitute a separate allocation group. If more than six allocation groups are needed, complete a New Comparability Allocation Group(s) Attachment. The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treasury Regulation section 1.401-1(b)(1)(ii). The grouping of non-Highly Compensated Employees must be done in a reasonable manner and should reflect a reasonable classification in accordance with Treasury Regulation section 1.410(b)-4(b). If Option 5 is selected, the Employer must provide the Plan Administrator or Trustee, if applicable, written instructions describing the portion of the Employer Profit Sharing Contribution to be allocated to each allocation group. The

instructions must be provided no later than the Employer's tax return due date, including extensions, of the year for which the allocation is made.

**A. Minimum Allocation Requirements**

For purposes of satisfying the minimum allocation requirements the Plan will use the following method (select one):

**Option 1:**  The Plan will provide benefits that satisfy the broadly available requirements described in Plan Section 3.04(B)(10)(a).

**Option 2:**  The Plan will satisfy the minimum allocation gateway method identified below (select one):

- Suboption (a):**  Provide each non-Highly Compensated Employee with a minimum allocation of at least 5 percent of the non-Highly Compensated Employee's Compensation (if the definition of Compensation is not within the meaning of Code section 415(c)(3), a definition which satisfies Code section 415(c)(3) will apply).
- Suboption (b):**  Provide each non-Highly Compensated Employee with a minimum allocation so that each non-Highly Compensated Employee has an allocation rate of at least one-third of the allocation rate of the Highly Compensated Employee with the highest allocation rate.
- Suboption (c):**  Provide each non-Highly Compensated Employee with a minimum allocation equal to the lesser of the amount described in Suboption (a) or Suboption (b) above.
- Suboption (d):**  Reallocate contributions allocated to Highly Compensated Employees to non-Highly Compensated Employees so that the allocation to each non-Highly Compensated Employee equals at least one-third of the allocation rate of the highest compensated Highly Compensated Employee with the highest allocation rate in the manner described in Plan Section 3.04(B)(10)(c)(i).
- Suboption (e):**  Reallocate contributions allocated to Highly Compensated Employees to non-Highly Compensated Employees so that the allocation to each non-Highly Compensated Employee equals at least 5 percent of the non-Highly Compensated Employee's Compensation (if the definition of Compensation is not within the meaning of Code section 415(c)(3), a definition which satisfies Code section 415(c)(3) will apply) in the manner described in Plan Section 3.04(B)(10)(c)(ii).
- Suboption (f):**  Reallocate preliminary contributions or hypothetical contributions paid to Highly Compensated Employees to non-Highly Compensated Employees so that the allocation to each non-Highly Compensated Employee equals the lesser of the amount described in Suboption (d) or Suboption (e) above.

**NOTE:** If no option is selected, Option 2, Suboption (f) will apply. If Option 2 is selected and no suboption is selected, Suboption (f) will apply, if necessary.

**NOTE:** If no option is selected, Option 1 will apply. If Option 4 or Option 5 is chosen the Employer Profit Sharing Contribution allocation must pass nondiscrimination testing under Code section 401(a)(4). In the case of Self-Employed Individuals, the requirements of Treasury Regulation section 1.401(k)-1(a)(6) continue to apply, and a new comparability or age-weighted allocation method should not be such that a cash or deferred election is created for a Self-Employed Individual as a result of the allocation method.

**4. Employer Profit Sharing Contribution Computation Period**

For purpose of applying the Employer Profit Sharing Contribution formula, Compensation will be based on the period selected below (select one)?

- Option 1:**  Payroll period.
- Option 2:**  Plan Year.
- Option 3:**  Calendar month.
- Option 4:**  Plan Year quarter.
- Option 5:**  Semi-annual.

**NOTE:** The calculation of an Employer Profit Sharing Contribution based on the computation period selected shall not require the Employer to remit the Employer Profit sharing Contribution to the Trust earlier than the time required by Plan Section 3.04(D). However, if the Integrated Formula is selected in Item 3 above, Plan Year must be selected.

**5. Additional Conditions for Receiving Employer Profit Sharing Contributions**

A Participant will be a Qualifying Participant, and thus entitled to share in the Employer Profit Sharing Contribution for any Plan Year, only if the Participant has satisfied all of the eligibility requirements described in Section Two of this Adoption Agreement on at least one day of such Plan Year and satisfies the following additional condition(s) (select one):

**Option 1:**  The following additional condition(s) apply (select all that apply):

- Service Requirement. The Participant completes at least (complete one):  
500 (not more than 1,000) Hours of Service during the Plan Year, if the Hours of Service method of determining service applies; or \_\_\_\_\_ (not more than 12) months of service if the Elapsed Time method of

determining service applies.

However, the condition will be waived for the following reason(s)(select all that apply):

- The Participant's death.
- The Participant's Termination of Employment after having incurred a Disability.
- The Participant's Termination of Employment after having reached Normal Retirement Age.
- The Participant's Termination of Employment after having reached Early Retirement Age.
- The Participant is employed on the last day of the Plan Year.

Last Day Requirement. The Participant is an Employee of the Employer on the last day of the Plan Year. However, this condition will be waived for the following reason(s) (select all that apply):

- The Participant's death.
- The Participant's Termination of Employment after having incurred a Disability.
- The Participant's Termination of Employment after having reached Normal Retirement Age.
- The Participant's Termination of Employment after having reached Early Retirement Age.
- The Participant's Termination of Employment after having completed at least (complete one): \_\_\_\_\_ Hours of Service during the Plan Year, if the Hours of Service method of determining service applies; or \_\_\_\_\_ months of service if the Elapsed Time method of determining service applies.

Option 2:  No additional conditions will apply.

NOTE: If no option is selected, Option 2 will apply. If the option for a service requirement is selected and no hours or months of service are specified, zero hours or months of service will apply.

6. **Contributions to Non-Highly Compensated Disabled Participants**

Will a non-Highly Compensated Employee Participant who has incurred a Disability be entitled to an Employer Profit Sharing Contribution pursuant to Plan Section 3.04(B)(1) (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 2 will apply.

7. **Employer Prevailing Wage Contributions**

a. **Authorization of Employer Prevailing Wage Contributions**

Will the Employer make Employer Prevailing Wage Contributions to the Plan on behalf of Participants with employment covered under a government contract (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 2 will apply. Complete the remainder of this item 7 only if Option 1 is selected.

b. **Contribution Offset**

Will the Employer Prevailing Wage Contributions offset any other Employer Profit Sharing Contribution to which the Participant may be entitled to under the Plan (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 1 will apply.

c. **Employer Prevailing Wage Contributions to Participants who are Highly Compensated Employees**

Will Participants who are Highly Compensated Employees be entitled to Employer Prevailing Wage Contributions under the Plan (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 1 will apply.

d. **Employer Prevailing Wage Contributions Designation**

For purposes other than eligibility, vesting and allocation (e.g., testing and distribution eligibility), how will Employer Prevailing Wage Contributions be designated under the Plan (select one)?

Option 1:  Qualified Nonelective Contributions.

Option 2:  Employer Profit Sharing Contributions.

NOTE: If no option is selected, Option 1 will apply.

Part E.

**Qualified Nonelective Contributions**

1. **Qualified Nonelective Contribution Formula**

For each Plan Year, can the Employer contribute an amount to be determined from year to year as a Qualified Nonelective Contribution (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 2 will apply. Regardless of the selection made, the Employer may make a Qualified Nonelective

Contribution to correct ADP or ACP testing failures if they otherwise meet the requirements to correct the failure using a Qualified Nonelective Contribution.

2. Allocation of Qualified Nonelective Contributions

a. Allocation Formula

Qualified Nonelective Contributions will be allocated to the Individual Accounts of Qualifying Participants as follows (select one):

Option 1: [ ] Targeted QNEC. In an amount, determined pursuant to Plan Section 3.05, required to satisfy either the Actual Deferral Percentage test described in Plan Section 3.14, the Actual Contribution Percentage test described in Plan Section 3.15, or both.

Option 2: [x] Pro Rata. In the ratio that each non-Highly Compensated Employee's Compensation for the applicable Plan Year bears to the total Compensation of all non-Highly Compensated Employee's entitled to an allocation for such Plan Year.

NOTE: If no option is selected, Option 2 will apply.

b. Additional Conditions for Receiving Qualified Nonelective Contributions

A Participant will be a Qualifying Participant, and thus eligible to share in the Qualified Nonelective Contribution for any Plan Year (other than those, if any, allocated pursuant to Plan Section 3.05 to satisfy nondiscrimination tests), only if the Participant has satisfied all of the eligibility requirements of Section Two of this Adoption Agreement on at least one day of such Plan Year and satisfies the following additional condition(s) (select one):

Option 1: [ ] The following additional condition(s) apply (select all that apply):

[ ] Service Requirement. The Participant completes at least (complete one): \_\_\_\_\_ (not more than 1,000) Hours of Service during the Plan Year, if the Hours of Service method of determining service applies; or \_\_\_\_\_ (not more than 12) months of service, if the Elapsed Time method of determining service applies.

However, this condition will be waived for the following reason(s) (select all that apply):

- [ ] The Participant's death.
[ ] The Participant's Termination of Employment after having incurred a Disability.
[ ] The Participant's Termination of Employment after having reached Normal Retirement Age.
[ ] The Participant's Termination of Employment after having reached Early Retirement Age.
[ ] The Participant is employed on the last day of the Plan Year.

[ ] Last Day Requirement. The Participant is an Employee of the Employer on the last day of the Plan Year. However, the condition will be waived for the following reason(s) (select all that apply):

- [ ] The Participant's death.
[ ] The Participant's Termination of Employment after having incurred a Disability.
[ ] The Participant's Termination of Employment after having reached Normal Retirement Age.
[ ] The Participant's Termination of Employment after having reached Early Retirement Age.
[ ] The Participant's Termination of Employment after having completed at least (complete one): \_\_\_\_\_ Hours of Service during the Plan Year, if the Hours of Service method of determining service applies; or \_\_\_\_\_ months of service, if the Elapsed Time method of determining service applies.

Option 2: [x] No additional conditions will apply.

NOTE: If no option is selected, Option 2 will apply. If the option for a service requirement is selected and no hours or months of service are specified, zero hours or months of service will apply.

Part F. Other Contributions

1. Rollover Contributions

May an Employee make rollover contributions to the Plan pursuant to Plan Section 3.07 (select one)?

Option 1: [x] Yes.

Option 2: [ ] Yes, unless such Employee is part of any excluded class of Employees.

Option 3: [ ] Yes, but only after becoming a Participant.

Option 4: [ ] No.

NOTE: If no option is selected, Option 2 will apply.

a. Direct Rollovers

i. Sources of Eligible Rollover Distributions

Will the Plan accept Direct Rollovers of pre-tax Eligible Rollover Distributions from qualified plans described in Code section 401(a) or 403(a), annuity contracts described in Code section 403(b), eligible plans under Code section 457(b) maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, and an individual retirement account or annuity described in Code section 408(a) or 408(b) (select one)?

Option 1: [x] Yes.

Option 2: [ ] No.

NOTE: If no option is selected, Option 1 will apply.

ii. Direct Rollover of Roth Elective Deferrals or Nondeductible Employee Contributions

Will the Plan accept the following as Direct Rollovers (select "Yes" or "No" to each of the following items)?

1. Nondeductible Employee Contributions.  Yes  No

2. Roth Elective Deferrals.  Yes  No

NOTE: Item 2 may be selected only if the Plan permits Roth Elective Deferrals under Part A of this Section. If a box is not selected for an item, "No" will apply for such item.

b. Indirect Rollovers

i. Sources of Eligible Rollover Distributions

Will the Plan will accept Indirect Rollovers of pre-tax Eligible Rollover Distributions from qualified plans described in Code section 401(a) or 403(a), annuity contracts described in Code section 403(b), eligible plans under Code section 457(b) maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of state, and an individual retirement account or annuity described in Code section 408(a) or 408(b) (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 1 will apply.

ii. Indirect Rollover of Earnings on Roth Elective Deferrals

Will the Plan accept Indirect Rollover contributions of earnings on Roth Elective Deferrals (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: Option 1 may be selected only if the Plan permits Roth Elective Deferrals under Part A of this Section. Indirect Rollover contributions may only consist of earnings attributable to Roth Elective Deferrals. If no option is selected, Option 2 will apply.

2. Nondeductible Employee Contributions

May a Contributing Participant make Nondeductible Employee Contributions pursuant to Plan Section 3.10 (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 2 will apply.

Nondeductible Employee Contributions may commence on (must be on or after the Effective Date).

3. Top-Heavy Contributions

a. Minimum Allocation or Benefit

For any Plan Year with respect to which this Plan is a Top-Heavy Plan, any minimum allocation required pursuant to Plan Section 3.04(E) will be made (select one):

Option 1:  To this Plan.

Option 2:  To the following plan maintained by the Employer:

(Describe below the extent, if any, to which the top-heavy minimum benefit requirement of Code section 416(c) and Plan Section 3.04(E) will be met in another plan. This should include the name of the other plan, the minimum benefit that will be provided under such other plan, and the Employees who will receive the minimum benefit under such other plan.)

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

Option 3:  In accordance with the following method: (Provide language describing the method that will be used to satisfy Code section 416. Such method must preclude Employer discretion.)

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

NOTE: If no option is selected, Option 1 will apply.

b. Participants Entitled To Receive Minimum Allocation

If any minimum allocation required pursuant to Plan Section 3.04(E) is not satisfied with other allowable contribution sources, the remaining minimum allocation required pursuant to Plan Section 3.04(E) will be allocated to the Individual Accounts of (select one):

Option 1:  Participants who are not Key Employees.

Option 2:  All Participants.

NOTE: If no option is selected, Option 1 will apply.

c. Top-Heavy Ratio

For purposes of computing the top-heavy ratio as described in Plan Section 7.19(B), the Present Value of benefits under a defined benefit plan will be discounted only for mortality and interest based on the following (select one):

Option 1:  Not applicable because the Employer has not maintained a defined benefit plan.

Option 2:  The interest rate and mortality table specified for this purpose in the defined benefit plan.

Option 3:  Interest rate of \_\_\_\_\_ percent and the following mortality table (specify):

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

NOTE: If no option is selected, Option 1 will apply.

**Part G. ADP and ACP Testing Method**

The testing method used for purposes of the ADP and ACP test under this Plan will be *(select one)*:

Option 1:  Prior-Year Testing Method.

**Initial Plan Year ADP/ACP**

If this is not a successor Plan, then, for the first Plan Year that this Plan permits any Participant to make Elective Deferrals, Nondeductible Employee Contributions, or provides Matching Contributions, the ADP/ACP, as applicable, for Participants who are non-Highly Compensated Employees will be *(select one)*:

Suboption (a):  3 percent.

Suboption (b):  Such first Plan Year's ADP/ACP.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

Option 2:  Current-Year Testing Method.

NOTE: *If no option is selected, Option 1 will apply unless the Adopting Employer elects to apply the QACA provisions of Section three, Part A or the Safe Harbor CODA provisions of Section Three, Part C above, in which case Option 2 will apply. If the Adopting Employer elects to apply the QACA provisions of Section Three, Part A or the Safe Harbor CODA provisions of Section Three, Part C above, Option 2 must be selected. If Option 2 is selected or the current-year testing method currently applies for an existing Plan, the current-year testing method must continue to be used unless 1) the Plan has been using the current year testing method for the preceding five Plan Years, or, if fewer, the number of Plan Years the Plan has been in existence, or 2) the Plan otherwise meets one of the conditions specified in the Treasury Regulations (or additional guidance issued by the Internal Revenue Service (IRS)) for changing from the current year testing method.*

**Part H. SIMPLE 401(k) Provisions**

1. Will the SIMPLE 401(k) provisions of Plan Section 3.01(l) apply *(select one)*?

Option 1:  Yes.

Option 2:  No.

NOTE: *If no option is selected, Option 2 will apply. Complete the remainder of this Part K only if Option 1 is selected. If Option 1 is selected, the SIMPLE 401(k) provisions of the Plan will apply for a SIMPLE 401(k) Year only if the Employer is an Eligible Employer and no contributions are made, or benefits accrued, for services during the Year, on behalf of any Eligible Employee under any other plan, contract, pension, or trust described in Code section 219(g)(5)(A) or (B) maintained by the Employer.*

2. If the Employer makes the nonelective contribution described in Section 3.02 of the Plan instead of a Matching Contribution, the nonelective contribution will be made to each Eligible Employee who received Compensation for the SIMPLE 401(k) Year equal to at least:

Option 1:  \$5,000

Option 2:  \_\_\_\_\_ *(not more than \$5,000).*

NOTE: *If no option is selected, Option 1 will apply.*

**Part I. Benefit Accrual in the Case of Death or Disability Resulting from Qualified Military Service**

Will the benefit accrual provisions under Code Section 414(u)(9) apply to individuals who are unable to be reemployed on account of death or Disability while performing qualified military service as defined in Code Section 414(u) *(select one)*?

Option 1:  Yes.

Option 2:  No.

NOTE: *If no option is selected, Option 2 will apply.*

**SECTION FOUR: VESTING AND FORFEITURES**

*Complete Parts A through H*

**Part A. Vesting Schedule For Matching Contributions**

A Participant will become Vested in the portion of their Individual Account derived from Matching Contributions (including ACP Test Safe Harbor Matching Contributions and QACA ACP Test Safe Harbor Matching Contributions), if applicable, made pursuant to Section Three of the Adoption Agreement as follows.

YEARS OF VESTING SERVICE (PERIODS OF SERVICE, IF APPLICABLE)	VESTED PERCENTAGE					
	Matching	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/>	Option 4 <input type="checkbox"/> <i>(Complete if chosen)</i>	Option 5 <input checked="" type="checkbox"/> <i>(Complete if chosen)</i>
Less than One		100%	0%	0%	%	0 %
1		100%	0%	0%	%	50 %
2		100%	0%	20%	% (not less than 20%)	100 %
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%

**NOTE:** *If no option is selected as of the first date on which such contributions may be made to the Plan, Option 1 will apply.*

**Part B. Vesting Schedule For Employer Profit Sharing Contributions**

A Participant will become Vested in the portion of their Individual Account derived from Employer Profit Sharing Contributions, if applicable, made pursuant to Section Three of the Adoption Agreement as follows.

YEARS OF VESTING SERVICE (PERIODS OF SERVICE, IF APPLICABLE)	VESTED PERCENTAGE					
	Profit Sharing	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 checked="" type="checkbox"/> (Complete if chosen)
Less than One		100%	0%	0%	%	0 %
1		100%	0%	0%	%	50 %
2		100%	0%	20%	% (not less than 20%)	100 %
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%

**NOTE:** *If no option is selected as of the first date on which such contributions may be made to the Plan, Option 1 will apply. A Participant with accrued benefits derived from Employer Profit Sharing Contributions who has not completed at least one Hour of Service under the Plan in a Plan Year beginning after December 31, 2006, will be subject to the vesting schedule in effect after January 1, 2007, unless otherwise selected by the Employer in an amendment adopting provisions of the Pension Protection Act of 2006 (PPA). In addition, all Employer Profit Sharing Contributions made to the Plan for Plan Years beginning before January 1, 2007, that were previously subject to a less favorable vesting schedule will be subject to the vesting schedule in effect after January 1, 2007, unless otherwise selected by the Employer in an amendment adopting provisions of PPA. Please list the pre-PPA vesting schedules, if applicable, on a Protected Benefits and Prior Plan Document Provisions Attachment.*

**Part C. Vesting Schedule for QACA ADP Test Safe Harbor Contributions**

A Participant will become Vested in the portion of their Individual Account derived from QACA ADP Test Safe Harbor Contributions, if applicable, made to the Plan pursuant to Section Three of the Adoption Agreement as follows.

YEARS OF VESTING SERVICE (PERIODS OF SERVICE, IF APPLICABLE)	VESTED PERCENTAGE			
	QACA	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>	Option 3 <input type="checkbox"/> (Complete if chosen)
Less than One		100%	0%	0%
1		100%	0%	100%
2		100%	100%	100%

**NOTE:** *If no option is selected as of the first date on which such contributions may be made to the Plan, Option 1 will apply. QACA ACP Test Safe Harbor Matching Contributions made pursuant to Section Three will be Vested in accordance with the vesting provisions for Matching Contributions selected above. Even if the Plan does not allow for Matching Contributions, the Employer must indicate a vesting schedule for Matching Contributions above that will apply or the default vesting schedule (100 percent vesting) will apply to QACA ACP Safe Harbor Matching Contributions.*

**Part D. Measuring Period for Vesting**

Years of Vesting Service will be measured over the following 12-consecutive month period (select one):

- Option 1:  The Plan Year.
- Option 2:  The 12-consecutive month period commencing with the Employee's Employment Commencement Date and each successive 12-month period commencing on the anniversaries of the Employee's Employment Commencement Date.
- Option 3:  Not applicable. The Elapsed Time method of determining service applies.

**NOTE:** *If no option is selected, Option 1 will apply if the Hours of Service method of determining service applies and Option 3 will apply if the Elapsed Time method of determining service applies.*

**Part E. Service Required for Vesting Purposes (Select one.)**

- Option 1:  The Hours of Service method of determining service applies. (Complete the following.)
  - a. 1000 Hours of Service (not more than 1,000) will be required to constitute a Year of Vesting Service.
  - b. 500 Hours of Service (not more than 500 but less than the number specified in Option 1 (a), above) must be exceeded to avoid a Break in Vesting Service.
- Option 2:  Not applicable. The Elapsed Time method of determining service applies.

**NOTE:** *If no option is selected and the Hours of Service method of determining service applies or if Option 1 is selected and no hours are specified, 1,000 and 500 will apply for items (a) and (b), respectively.*

**Part F. Exclusion of Service for Vesting**

All of an Employee's Years of Vesting Service (Periods of Service, if applicable) with the Employer are counted to determine the Vested percentage in the Participant's Individual Account except (*select all that apply*):

- Years of Vesting Service (Periods of Service, if applicable) before the Employee reaches age 18.
- Years of Vesting Service (Periods of Service, if applicable) before the Employer maintained this Plan or a predecessor plan.

**Part G. Fully Vested Under Certain Circumstances**

Will an Employee be fully Vested under the following circumstances (*select "Yes" or "No" to each of the following items*)?

- 1. The Employee dies.  Yes  No
- 2. The Employee incurs a Disability.  Yes  No
- 3. The Employee satisfies the conditions for Early Retirement Age (*if applicable*).  Yes  No

**NOTE:** *If a box is not selected for an item, "Yes" will apply for such item.*

**Part H. Timing of Forfeiture Allocation**

Forfeitures of all Employer Contributions will be allocated (*select one*):

- Option 1:**  in the same Plan Year in which the forfeiture occurs.
- Option 2:**  in the Plan Year following the Plan Year in which the forfeitures occur.
- Option 3:**  Not applicable. Individuals become 100 percent Vested upon Disability under the terms of the Plan.

**NOTE:** *If no option is selected, Option 1 will apply. Pursuant to Plan Section 3.04(C) and notwithstanding the election made above, the Employer may first apply Forfeitures to the payment of the Plan's administrative expenses in accordance with Plan Section 7.04 and/or the restoration of Participant's Individual Accounts pursuant to Plan Section 4.01(C)(3).*

**Part I. Vesting in the Case of Disability Resulting from Qualified Military Service**

Will vesting service be credited to individuals who are unable to be reemployed on account of Disability while performing qualified military service as defined in Code Section 414(u) (*select one*)?

- Option 1:**  Yes.
- Option 2:**  No.
- Option 3:**  Not applicable. Individuals become 100 percent Vested upon Disability under the terms of the Plan.

**NOTE:** *If no option is selected, Option 2 will apply. Regardless of which option is selected, individuals who are unable to be reemployed on account of death while performing qualified military service must be credited with Years of Vesting Service (Periods of Service, if applicable).*

**SECTION FIVE: DISTRIBUTIONS AND LOANS**

*Complete Parts A through D*

**NOTE:** *Distribution options selected for Pre-Tax Elective Deferrals will apply to Qualified Nonelective Contributions, Qualified Matching Contributions, ADP Test Safe Harbor Contributions and QACA ADP Test Safe Harbor Contributions, as applicable, unless otherwise limited under the Code and other legislative and regulatory guidance. Distribution options selected for Matching Contributions will apply to ACP Test Safe Harbor Contributions and QACA ACP Test Safe Harbor Contributions, as applicable.*

**Part A. Eligibility for Distributions**

**1. Distributions Upon Termination of Employment**

**a. Individual Account Balances Less Than or Equal to the Cashout Level**

**i. Cashout Level for Terminated Participants**

For purposes of applying the cashout rules in Plan Section 4.01(C) (1), the cashout level will be (*select one*):

- Option 1:**  \$5,000.
- Option 2:**  \$1,000.
- Option 3:**  Not applicable. The cashout distribution provisions in Plan Section 4.01(C)(1) will not apply.

**NOTE:** *If no option is selected, Option 2 will apply. A cashout level exceeding \$1,000 will subject the Plan to the automatic rollover requirements of Code section 401(a)(31)(B) as described in Plan Section 5.01(B). If Option 3 is selected, you may skip item (ii) below because the value of the Vested portion of the Participant's Individual Account must remain in the Plan until the Participant is entitled to, and requests (if required), a distribution.*

**ii. Rollovers Included in Involuntary Cashouts**

Will rollover contributions be included in determining the value of a Participant's Vested Individual Account for purposes of Plan Sections 5.01 and 5.04 (*select one*)?

- Option 1:**  Yes.
- Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply. If Option 2 is selected, the Plan may be subject to the automatic rollover rules pertaining to cashout amounts described in Plan Section 5.01 even if the cashout amount is \$1,000 or less.*

**b. Individual Account Balances Exceeding Cashout Level**

**i. Employee Has Not Reached Normal Retirement Age**

Will an Employee who has not reached Normal Retirement Age be entitled to request a distribution of their Individual Account attributable to Employer Contributions upon incurring a Termination of Employment (*select one*)?

- Option 1:**  Yes.
- Option 2:**  No.



**NOTE:** *If no option is selected, Option 1 will apply.*

**ii. Severance from Employment**

Will a Participant be entitled to request a distribution of their Individual Account attributable to Elective Deferrals on account of Severance from Employment pursuant to Plan Section 5.01(A)(2) (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply.*

**2. Distributions During Employment**

**a. In-Service Withdrawals**

**i. In-Service Availability for Elective Deferrals In General**

Will a Participant who has not incurred a Severance from Employment be entitled to request an in-service distribution of their Individual Account attributable to Elective Deferrals (*select one*)?

Yes, if he or she has attained age 59½. (*Must be at least age 59½. If no age is specified, age 59½ will apply.*)

Yes, if he or she has attained Normal Retirement Age.

**NOTE:** *If either box is selected above, select whether in-service distributions will be available from Pre-Tax and/or Roth Elective Deferrals (select all that apply).*

Pre-Tax Elective Deferrals.

Roth Elective Deferrals.

**NOTE:** *If a Participant is permitted to request an in-service distribution upon attainment of Normal Retirement Age, he or she must also be at least age 59½ to be eligible for the distribution. If in-service distributions are permitted and neither Pre-Tax nor Roth Elective Deferrals is selected, in-service distributions will be permitted from both Pre-Tax Elective Deferrals and Roth Elective Deferrals.*

**ii. In-Service Availability for Elective Deferrals Due to Deemed Severance from Employment**

Will a Participant who has not incurred a Severance from Employment but has incurred a Deemed Severance from Employment be entitled to request an in-service distribution of their Individual Account attributable to Elective Deferrals (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply.*

**iii. In-Service Availability for Employer Contributions**

(A) Will a Participant be entitled to request an in-service distribution of their Individual Account attributable to Matching Contributions and Employer Profit Sharing Contributions (*select one*)?

**Option 1:**  Yes, with respect to the following contributions (*select all that apply and complete the table below*):

Matching Contributions.

Employer Profit Sharing Contributions.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply with respect to all Matching Contributions, and Employer Profit Sharing Contributions.*

	Matching Contributions	Employer Profit Sharing Contributions
Upon attainment of age 59½ .		
Upon attainment of Normal Retirement Age.		
Upon attainment of age ( <i>specify an age other than age 59½</i> ):		
Upon reaching a Vested percentage equal to: 100 percent.		
After contributions have been allocated to the Plan for a period of years equal to ( <i>must be at least two</i> ):		
After participating in the Plan for a period of years equal to ( <i>must be at least five unless the applicable contributions have been allocated to the Plan for at least two years as specified in the box above</i> ):		
After participating in the Plan for a period of years equal to (a) and attaining age (b).	(a) (b)	(a) (b)
After becoming 100 percent Vested, participating in the Plan for a period of years equal to (a) and attaining age (b).	(a) <input type="text" value="0"/> (b) <input type="text" value="59.5"/>	(a) <input type="text" value="0"/> (b) <input type="text" value="59.5"/>

**NOTE:** *Place an "x" or enter the specific criteria (e.g., age, years of participation) in each box, as applicable. A Participant*

need only satisfy the criteria in one of the rows to be eligible for an in-service distribution. If Option 1 applies and no selections or entries are made in the table above, Plan Section 5.01(C)(1) will apply in determining whether a Participant is entitled to an in-service distribution. There will be no limit on the number of in-service distributions.

(B) The maximum number of in-service withdrawals that may be taken while a Participant is employed by the Employer is (select all that apply):

Unlimited. (Select all that apply.)

Matching Contributions.

Employer Profit Sharing Contributions.

Other. (Select and complete all that apply.)

Matching Contributions. (Specify the actual number that applies (e.g., one per Plan Year).)

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Employer Profit Sharing Contributions. (Specify the actual number that applies (e.g., one per Plan Year).)

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**NOTE:** If in-service withdrawals are available under the Plan and no limits are specified above, a Participant may request an unlimited number of in-service withdrawals.

**b. Hardship Withdrawals**

**i. Hardship Availability for Elective Deferrals**

Will an Employee be entitled to request a hardship distribution of their Individual Account attributable to Elective Deferrals, not including any earnings attributable (select one)?

Option 1:  Yes, with respect to the following Elective Deferrals (select all that apply):

Pre-tax Elective Deferrals.

Roth Elective Deferrals.

Option 2:  No.

**NOTE:** If no option is selected, Option 1 will apply and hardship distributions will be available from both Pre-Tax and Roth Elective Deferrals. Hardship distributions of Elective Deferrals will result in a suspension of an Employee's Elective Deferrals (and Nondeductible Employee Contributions, if applicable) as described in Plan Section 5.01(C)(2)(b).

**ii. Hardship Availability for Matching Contributions and Employer Profit Sharing Contributions**

Will an Employee be entitled to request a hardship distribution of their Individual Account attributable to Matching Contributions and Employer Profit Sharing Contributions (select all that apply)?

Yes, with respect to the following contributions (select all that apply):

Matching Contributions.

Employer Profit Sharing Contributions.

Yes, with respect to the following contributions and only with respect to an Employee who is 100 percent Vested in their Individual Account attributable to such contributions (select all that apply):

Matching Contributions.

Employer Profit Sharing Contributions.

No.

**NOTE:** If no box is selected, an Employee will be entitled to request a hardship distribution with respect to all Matching Contributions and Employer Profit Sharing Contributions. If an Employee will be entitled to request a hardship distribution, complete the following:

How will hardship be defined for purposes of this section (select all that apply)?

Suboption (a):

The definition of hardship described in Plan Section 5.01(C)(2)(a) will apply with respect to the following types of contributions, therefore an Employee's Elective Deferrals (and Nondeductible Employee Contributions, if applicable) will not be suspended for six months (select all that apply):

Matching Contributions.

Employer Profit Sharing Contributions.

Suboption (b):

The safe harbor definition of hardship distribution described in Plan Section 5.01(C)(2)(b) will apply with respect to the following types of contributions, except that an Employee's Elective Deferrals (and Nondeductible Employee Contributions, if applicable) will not be suspended for six months (select all that apply):

Matching Contributions.

Employer Profit Sharing Contributions.

Suboption (c):

The safe harbor definition of hardship distribution described in Plan Section 5.01(C)(2)(b) will apply with respect to the following types of contributions, including the requirement that an Employee's Elective Deferrals (and Nondeductible Employee Contributions, if applicable) will be suspended for six months (select all that apply):

Matching Contributions.

Employer Profit Sharing Contributions.

**NOTE:** *If no suboption is selected, Suboption (b) will apply to the option selected in item (b)(ii) above with regard to Matching Contributions and Employer Profit Sharing Contributions. Even if Suboption (a) or (b) is selected above, removal of Elective Deferrals on account of hardship under Section Five, Part A, item (2)(b)(i) above will result in a six month suspension of an Employee's Elective Deferrals (and Nondeductible Employee Contributions, if applicable).*

**iii. Hardship Availability Due to Beneficiary Hardship**

If the Plan permits hardship distributions, will hardship distributions also be permitted because of a hardship incurred by the Primary Beneficiary of an Employee (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 2 will apply.*

**3. Miscellaneous Distribution Issues**

**a. Withdrawals of Rollover Contributions**

Will an Employee be entitled to request a distribution of their Individual Account attributable to rollover contributions at any time (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply. If Option 2 applies, the Plan's provisions governing distributions will apply according to Plan Sections 5.01(A)(1) and 5.01(D)(1)(a).*

**b. Withdrawals of Elective Transfer Contributions**

Will an Employee be entitled to request a distribution of their Individual Account attributable to elective transfer contributions at any time subject to the restrictions of Plan Section 5.01(D) (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply. If Option 2 applies, the Plan's provisions governing distributions will apply according to Plan Sections 5.01(A)(1) and 5.01(D)(1)(a).*

**c. Disability**

Will a Participant who has incurred a Disability be entitled to request a distribution of their Individual Account (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply.*

**d. Qualified Reservist Distributions**

Will a Participant be entitled to request a qualified reservist distribution (as described in Plan Section 5.01(C)(3)) of their Individual Account attributable to Elective Deferrals (*select one*)?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply.*

**e. Permissible Withdrawals of EACA or QACA Elective Deferrals**

**i. Authorization of Permissible Withdrawals**

Will a Participant be entitled to request a distribution of their Individual Account attributable to Elective Deferrals and the earnings attributable to such Elective Deferrals during the period described in item (ii) below (*select one*)?

**Option 1:**  Yes, for all automatically enrolled Participants.

**Option 2:**  Yes, but only for automatically enrolled Participants who have no other Elective Deferrals in the Plan.

**Option 3:**  No.

**NOTE:** *If no option is selected, Option 1 will apply. Complete the remainder of this item (e) only if Option 1 or 2 is selected.*

**ii. Permissible Withdrawal Period**

A Participant's election to make a permissible withdrawal must be made within (*select one*):

**Option 1:**  30 days following the date the first automatic contribution was made.

**Option 2:**  90 days following the date the first automatic contribution was made.

**Option 3:**  \_\_\_\_\_ (*specify a number between 30 and 90*) days following the date the first automatic contribution was made.

**NOTE:** *If no option is selected, Option 1 will apply. If Option 3 is selected and no number is specified, 30 days will apply.*

**Part B. Form of Distribution**

**1. Involuntary Cashout Distributions Upon Termination of Employment**

Involuntary cashout distributions of \$1,000 or less that are Eligible Rollover Distributions and are made to terminated Participants that do not elect a form of distribution will, pursuant to Plan Section 5.01(B)(1), be (*select one*):

**Option 1:**  Paid in a lump sum distribution.

**Option 2:**  Paid in a Direct Rollover to an individual retirement account (*as defined in Code sections 408(a) and 408(b)*).

NOTE: If no option is selected, Option 1 will apply.

**2. Voluntary Distributions**

**a. Lump Sum**

Will a Participant be entitled to request a payment of the Vested portion of their Individual Account in a lump sum, subject to Plan Section 5.02 (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected Option 1 will apply.

**b. Partial Payments**

Will a Participant be entitled to request a non-recurring partial payment from the Vested portion of their Individual Account, subject to Plan Section 5.02 (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected Option 1 all apply. Partial payments may be made from the Plan either prior to Termination of Employment or to satisfy the requirements of Code section 401(a)(9) even if Option 2 applies.

**c. Installment Payments**

Will a Participant be entitled to request a series of regularly scheduled recurring payments from the Vested portion of their Individual Account, subject to Plan Section 5.02 (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected Option 1 will apply.

**d. Annuity Contracts**

Will a Participant be entitled to apply the Vested portion of their Individual Account toward the purchase of an annuity contract, subject to Plan Section 5.02 (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected Option 1 will apply.

NOTE: Option 1 must be selected for at least one of items (a) through (d) in Part B, item 2 above. If this Plan is restating a Prior Plan Document, the forms of distribution under this Plan must generally be at least as favorable as under the Prior Plan Document.

**Part C. Retirement Equity Act Safe Harbor**

**1. Retirement Equity Act Safe Harbor**

Will the safe harbor provisions of Plan Section 5.10(E) apply (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 1 will apply.

**2. Survivor Annuity Percentage (Complete only if Option 2 is selected in item 1 above or if certain Plan assets (e.g., transfer contributions) are subject to the Retirement Equity Act annuity requirements.)**

The survivor annuity portion of the Qualified Joint and Survivor Annuity will be a percentage equal to \_\_\_\_\_ percent (at least 50, but not more than 100) of the amount paid to the Participant before their death.

NOTE: If no percentage is specified, the survivor annuity portion of the Qualified Joint and Survivor Annuity will be equal to 50 percent.

**Part D. Loans**

Will a Participant be entitled to request a loan pursuant to Plan Section 5.16 (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 2 will apply.

NOTE: Generally, Code section 411(d)(6) prohibits the elimination of protected benefits. Protected benefits include the timing of payout options. If the Plan is restating a Prior Plan Document that permitted a distribution option described above that involves the timing of a distribution, the selections must generally be at least as favorable as under the Prior Plan Document. Certain forms of distributions (e.g., redundant forms of distribution) may, however, be eliminated. Refer to Code Section 411(d)(6) and the corresponding Treasury Regulation for details pertaining to the elimination of otherwise protected benefits. Note that ADP Test Safe Harbor Contributions and QACA ADP Test Safe Harbor Contributions may not be distributed earlier than Severance from Employment, death, Disability, an event described in Code section 401(k)(10), or, in the case of a profit sharing plan, the attainment of age 59½.

**SECTION SIX: DEFINITIONS**

Complete Parts A through I

**Part A. Compensation for Allocation and Other General Purposes**

NOTE: Compensation for ADP Test Safe Harbor Contributions and QACA ADP Test Safe Harbor Contributions follows the definition of Compensation applicable to Elective Deferrals. Compensation for ACP Test Safe Harbor Matching Contributions and QACA ACP Test Safe Harbor Matching Contributions follow the definition of Compensation applicable to Matching Contributions. If the Safe Harbor CODA or QACA provisions of the Plan apply, such definitions must be reasonable definitions within the meaning of Treasury Regulation section 1.414(s)-1(d)(2), must not discriminate in favor of Highly Compensated Employees pursuant to Treasury Regulation section 1.414(s)-1(d)(3) and must permit each Participant to elect

sufficient Elective Deferrals to receive the maximum amount of Matching Contributions available to the Participant under the Plan.

**1. Base Definition**

Compensation will mean all of each Participant's (Select one for each contribution source. If a contribution source listed below is not available in the Plan, select "Not Applicable" for such source.):

	Elective Deferrals	Matching and Employer Profit Sharing Contributions
Not applicable.		
W-2 Wages.	X	X
3401(a) Wages.		
415 Safe-Harbor Compensation.		

NOTE: If no box is selected for a contribution source, W-2 wages will apply to such source.

**2. Pre-Entry Date Compensation**

Unless a different definition of Compensation is required by either the Code or ERISA, for the Plan Year in which an Employee enters the Plan, the Employee's Compensation that will be taken into account for purposes of the Plan will be (select one):

Option 1:  Compensation from the Entry Date, applicable to the particular type of contribution, on which the Employee became a Participant in the Plan.

Option 2:  Compensation for the full Determination Period.

NOTE: If no option is selected, Option 1 will apply.

**3. Inclusion of Elective Deferrals**

Will compensation include Employer Contributions made pursuant to a salary reduction agreement that are not includible in the gross income of the Employee under Code sections 125 (cafeteria plans), 132(f)(4) (transportation fringe benefits), 402(e)(3) (401(k) plans), 408(k) (salary deferral SEP plans), 403(b) (tax sheltered annuity plans), 414(h) (governmental pick-up plans), and 457 (deferred compensation plans of state and local governments and tax-exempt organizations) (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 1 will apply.

**4. Exclusions from Compensation**

**a. General Exclusions**

Compensation will exclude the following. (Select all that apply. If a contribution source is not available under the Plan, select "Not applicable" for such source.)

	Elective Deferrals	Matching and Employer Profit Sharing Contributions
a. Not applicable.	X	X
b. Bonuses.		
c. Overtime.		
d. Commissions.		
e. Differential Wage Payments.		
f. Reimbursements or other expense allowances, fringe benefits (cash & noncash), moving expenses, deferred compensation and welfare benefits.		
g. Other. (Specify.)		

NOTE: If a box is not selected for a contribution source, such item will be included in Compensation for such contribution source, if applicable. No exclusions from Compensation other than item (f) above are permitted with respect to Matching and Employer Profit Sharing Contributions if the integrated allocation formula in Section Three, Part D, item 3 is selected. If any items are excluded other than item (f) above, the definition of Compensation may not be a safe harbor alternative definition of compensation and may be subject to nondiscrimination testing under Code section 414(s).

**b. Post-Severance Compensation**

In addition to any adjustments to Compensation selected above, will Compensation exclude the following (Select "Yes" or "No" for each of the following compensation sources.):

Leave cashouts paid after Severance from Employment.  Yes  No

Deferred compensation paid after Severance from Employment.  Yes  No

NOTE: If a box is not selected for a compensation source, "Yes" will apply for the source, if applicable.

**Part B.**

**Disability**

For purposes of this Plan, Disability will mean (select one):

Option 1:  The inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

Option 2:  The inability to engage in any substantial, gainful activity in the Employee's trade or profession for which the Employee is best qualified through training or experience.

NOTE: If no option is selected, Option 1 will apply.

**Part C. Highly Compensated Employee**

**1. Top Paid Group Election**

For purposes of determining who is a Highly Compensated Employee under the Plan, will the top paid group election apply (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 2 will apply.

**2. Calendar Year Data Election**

If the Plan Year is a non-calendar year, for purposes of determining who is a Highly Compensated Employee (other than a five-percent owner) under the Plan, will the calendar year data election apply (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 2 will apply. If the Plan Year is a calendar year, the Highly Compensated Employee determination will be based on the prior calendar year.

**Part D. Method of Determining Service**

Service will be determined on the basis of (select one):

Option 1:  Elapsed Time. An Employee will generally be credited for the aggregate of all time periods commencing with the Employee's first day of employment and ending on the date a Break in Service begins.

Option 2:  Hours of Service. An Employee will be credited for Hours of Service determined on the basis of (select one):

Suboption (a):  Actual hours for which an Employee is paid or entitled to payment.

Suboption (b):  Equivalency - days worked. An Employee will be credited with 10 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the day.

Suboption (c):  Equivalency - weeks worked. An Employee will be credited with 45 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the week.

Suboption (d):  Equivalency - semi-monthly payroll periods worked. An Employee will be credited with 95 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the semi-monthly payroll period.

Suboption (e):  Equivalency - months worked. An Employee will be credited with 190 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the month.

NOTE: If no option is selected, Option 2 will apply. If Option 2 applies and no suboption is selected, Suboption (a) will apply.

**Part E. Limitation Year Means (Select one.)**

Option 1:  The Plan Year.

Option 2:  The calendar year.

NOTE: If no option is selected, Option 1 will apply.

**Part F. Plan Year Means (Select one.)**

Option 1:  The 12-consecutive month period which coincides with the Adopting Employer's tax year.

Option 2:  The calendar year.

Option 3:  Other 12-consecutive month period. (Specify a 12-consecutive month period selected in a uniform and nondiscriminatory manner.)

NOTE: If no option is selected, Option 1 will apply.

If the initial Plan Year or any subsequent Plan Year is less than 12 months (a short Plan Year), specify such Plan Year's beginning and ending dates.

**Part G. Predecessor Employer Service**

In addition to the service credited when an Employer maintains the plan of a predecessor employer, service with a predecessor employer will be credited for the following purposes where the Employer does not maintain the plan of a predecessor employer (select all that apply):

Eligibility.

Vesting.

Allocation of Contributions.

Name of Predecessor Employer(s):

If service with a predecessor is taken into account for one or more of the items listed above, specify any additional limitations on crediting service that apply (e.g., limitations by business classification, length of service):

**Part H. Retirement Age**

**1. Early Retirement Age**

The Early Retirement Age under the Plan will be *(select one)*:

**Option 1:**  An Early Retirement Age is not applicable under the Plan.

**Option 2:**  A Participant satisfies the Plan's Early Retirement Age conditions by attaining age \_\_\_\_\_ and completing \_\_\_\_\_ Years of Vesting Service (Periods of Service, if applicable).

**NOTE:** *If no option is selected, Option 1 will apply.*

**2. Normal Retirement Age**

The Normal Retirement Age under the Plan will be *(select and complete one)*:

**Option 1:**  Age 65 *(not to exceed 65 or such later age as may be allowed under Code section 411(a)(8)).*

**Option 2:**  The later of age \_\_\_\_\_ *(not to exceed 65 or such later age as may be allowed under Code section 411(a)(8))* or the \_\_\_\_\_ *(not to exceed fifth)* anniversary of the first day of the first Plan Year in which the Participant commenced participation in the Plan.

**NOTE:** *If no option is selected, Option 1 and age 59½ will apply.*

**Part I. Valuation Date**

The Plan Valuation Date will be *(select one)*:

**Option 1:**  Daily.

**Option 2:**  The last day of the Plan Year and each other date designated by the Plan Administrator which is selected in a uniform and nondiscriminatory manner.

**Option 3:**  The last day of each Plan quarter.

**Option 4:**  The last day of each month.

**Option 5:**  Other. *(Specify one or more dates that are selected in a uniform and nondiscriminatory manner, including the last day of the Plan Year.)*

**NOTE:** *If no option is selected, Option 2 will apply.*

**SECTION SEVEN: MISCELLANEOUS**  
*Complete Parts A and B*

**Part A. Life Insurance**

Will life insurance investments be permitted under the Plan *(select one)*?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 2 will apply.*

**Part B. Participant Direction**

**1. Authorization**

Will a Participant be responsible for directing any or all of the investment of their Plan assets pursuant to Plan Section 7.22(B) *(select one)*?

**Option 1:**  Yes.

**Option 2:**  No.

**NOTE:** *If no option is selected, Option 1 will apply. Complete the remainder of Part B only if Option 1 is selected.*

**2. Accounts Subject to Participant Direction**

A Participant will be responsible for directing the following portions of their Individual Account *(select one)*:

**Option 1:**  The entire Individual Account.

**Option 2:**  Those accounts that the Plan Administrator may designate from time to time in a uniform and nondiscriminatory manner.

**Option 3:**  The following accounts *(select all that apply)*:

Elective Deferral account.

Matching Contribution account.

Employer Profit Sharing Contribution account.

Rollover contribution account.

Transfer contribution account.

Other. *(Specify one or more of the accounts that may, in part, comprise a Participant's Individual Account under this Plan. Do not list any restrictions on Participant direction that would be deemed to restrict any benefits, rights, or features in a discriminatory manner prohibited under Code section 401(a)(4).)*

3. ERISA 404(c) Compliance

Does the Adopting Employer intend to operate this Plan in compliance with the requirements pertaining to Participant direction of investment in ERISA section 404(c) as set forth in Plan Section 7.22(B) (select one)?

Option 1:  Yes.

Option 2:  No.

NOTE: If no option is selected, Option 1 will apply.

SECTION EIGHT: TRUSTEE AND CUSTODIAN  
Complete Parts A and B (as applicable)

Part A. Trustee

1. Trustee Appointment

a. Trustee (Select one.)

Option 1:  Financial Organization as Trustee.

Option 2:  Individual Trustee(s).

Option 3:  Not applicable, a Trustee is not required to be named for this Plan (select one).

Suboption(a):  Plan assets are invested solely in annuity contracts or insurance policies provided by an Insurer.

Name of Insurer \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Suboption (b):  This Plan is exempt from the trust requirements under ERISA section 403 (e.g., the Plan covers one or more self-employed individuals as defined in Code section 401(c)(1)).

NOTE: If Suboption (b) is selected, a Custodian must be named in Part B below.

b. Type of Trustee

Will the Trustee of this Plan be a Directed or Discretionary Trustee (select one)?

Option 1:  Directed Trustee.

Option 2:  Discretionary Trustee.

Option 3:  Not applicable, Option 3 was selected in Part 1(a) above.

c. Trustee Signature

NOTE: A Trustee Signature is not required if a separate trust agreement has been executed.

NOTE: If you are an individual Trustee and no Limited Trustee(s) is named in Part A, item 3 below you will also be deemed to be a Limited Trustee.

Name of Trustee **MATC** \_\_\_\_\_

Address **1251 Waterfront Place, Suite 525, Pittsburgh, PA 15222** \_\_\_\_\_

Telephone **412-391-7077** \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

(type or print name if different from name of Trustee above)

Signature \_\_\_\_\_

2. Trust Agreement

If a Trustee is designated in Part A, item 1 above, which trust agreement will apply to the Plan (select one)?

Option 1:  Trust provisions contained in Plan Section Eight.

Option 2:  Separate executed trust agreement attached hereto.

NOTE: If no option is selected, Option 1 will apply. If Option 2 is selected, the attached trust agreement must be on file with the IRS for use by the Prototype Document Sponsor listed in Section Nine below. If Option 2 is selected and a Limited Trustee is named below, the separate trust agreement will not replace Plan Section 8.09.

3. Limited Trustee

The Limited Trustee appointed solely for the purposes of ensuring the timely collection and deposit of Employer Contributions will be:

Option 1:  The individual Trustee(s) named above.

Option 2:  The party(ies) named below.

Name of Limited Trustee **Sergey Soroka** \_\_\_\_\_

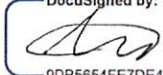
Address **9570 Regency Square Blvd** \_\_\_\_\_

**Jacksonville** \_\_\_\_\_, **FL** **32225**

Telephone **904-551-7104** \_\_\_\_\_



8/13/2018

DocuSigned by:  
  
9DB5654FE7DE4DF...

Signature \_\_\_\_\_ Title **CEO**

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

(type or print name if different from name of Limited Trustee above)

Signature \_\_\_\_\_

Name of Limited Trustee \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

(type or print name if different from name of Limited Trustee above)

Signature \_\_\_\_\_

Name of Limited Trustee \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

(type or print name if different from name of Limited Trustee above)

Signature \_\_\_\_\_

Name of Limited Trustee \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

(type or print name if different from name of Limited Trustee above)

Signature \_\_\_\_\_

**NOTE:** A Trustee, including a Limited Trustee, must be an individual, individuals, or corporation. A corporate Trustee must be a bank, trust company, broker, dealer, or clearing agency as defined in Labor Regulation section 2550.403(a)-1(b).

**Part B. Custodian** (Both a Custodian and Trustee may be appointed for the Plan. This Part B must be completed if the Plan is exempt from the Trustee requirements under ERISA section 403 and neither a Trustee nor an Insurer is appointed in Part A, item 1 above.

**1. Custodian Appointment**

Financial Organization **Counsel Trust DBA MATC**

Address **1251 WATERFRONT PLACE, SUITE 525 PITTSBURGH, PA 15222**

Name (type or print) **Counsel Trust DBA MATC** Title \_\_\_\_\_

Signature \_\_\_\_\_

**2. Custodial Agreement**

If a Custodian is designated in Part B, item 1 above, which custodial agreement will apply to the Plan (select one)?

**Option 1:**  Custodial provisions contained in Plan Section Eight.

**Option 2:**  Separate executed custodial agreement attached hereto.

**NOTE:** If no option is selected, Option 1 will apply. If Option 2 is selected and the separate custodial agreement is being used in place of a trust agreement under Code section 401(f), the attached custodial agreement must be on file with the IRS for use by the Prototype Document Sponsor listed in Section Nine below.

**SECTION NINE: EMPLOYER SIGNATURE**

**Prototype Document Sponsor**

Name of Prototype Document Sponsor **Paychex, Inc.**

Address **1175 John Street, West Henrietta, NY 14586**

Telephone **1-800-472-0072**

**Plan Administrator**

Check here and provide the applicable information below if someone other than the Adopting Employer will be the Plan Administrator.

Name of Plan Administrator \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Signature of Plan Administrator \_\_\_\_\_

Date Signed \_\_\_\_\_

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate trust or custodial agreement.

- Protected Benefits and Prior Plan Document Provisions Attachment.
- Other Plan Information Attachment. *(If this box is checked, please describe the attachment(s).)*

- Special Effective Date(s) Attachment.
- New Comparability Allocation Group(s) Attachment.
- Related Participating Employer Election Attachment.

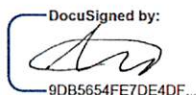
**Authorized Employer Signature**

I am an authorized representative of the Adopting Employer named above and I state the following:

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal tax implications of adopting this Plan;
2. I understand that my failure to properly complete this Adoption Agreement may result in disqualification of the Plan;
3. I understand that the Prototype Document Sponsor will inform me of any amendments made to the Plan and will notify me should it discontinue or abandon the Plan; and
4. I have received a copy of this Adoption Agreement, the corresponding Basic Plan Document and, if applicable, any separate trust or custodial agreement used in lieu of the trust or custodial agreement contained in the Basic Plan Document.

Signature of Adopting Employer

Date Signed  
8/13/2018



In Process

Type Name

Title

**Sergey Soroka**

**CEO**

*NOTE: The Adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2011-49. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2011-49. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. This Adoption Agreement may be used only in conjunction with Basic Plan Document #03.*

**SECTION TEN: ALLOCATION FACTOR TABLES**

Employers selecting the age-weighted formula in the Adoption Agreement for purposes of allocating Employer Profit Sharing Contributions will use the following tables in determining the allocation factor.

**Age Related Allocation Factors\***

Participant's Current Age	Interest Rate		
	7.5%	8.0%	8.5%
1	0.991	0.714	0.515
2	1.066	0.771	0.559
3	1.146	0.833	0.606
4	1.232	0.899	0.658
5	1.324	0.971	0.714
6	1.423	1.049	0.775
7	1.530	1.133	0.840
8	1.645	1.223	0.912
9	1.768	1.321	0.989
10	1.901	1.427	1.074
11	2.043	1.541	1.165
12	2.197	1.665	1.264
13	2.361	1.798	1.371
14	2.539	1.942	1.488
15	2.729	2.097	1.614
16	2.934	2.265	1.751
17	3.154	2.446	1.900
18	3.390	2.641	2.062
19	3.644	2.853	2.237
20	3.918	3.081	2.427
21	4.212	3.327	2.634
22	4.527	3.594	2.857
23	4.867	3.881	3.100
24	5.232	4.192	3.364
25	5.624	4.527	3.650
26	6.046	4.889	3.960

27	6.500	5.280	4.297
28	6.987	5.703	4.662
29	7.511	6.159	5.058
30	8.075	6.652	5.488
31	8.680	7.184	5.954
32	9.331	7.758	6.461
33	10.031	8.379	7.010
34	10.783	9.049	7.606
35	11.592	9.773	8.252
36	12.462	10.555	8.953
37	13.396	11.400	9.714
38	14.401	12.311	10.540
39	15.481	13.296	11.436
40	16.642	14.360	12.408
41	17.890	15.509	13.463
42	19.232	16.750	14.607
43	20.674	18.090	15.849
44	22.225	19.537	17.196
45	23.892	21.100	18.658
46	25.684	22.788	20.244
47	27.610	24.611	21.964
48	29.681	26.580	23.831
49	31.907	28.706	25.857
50	34.300	31.002	28.055
51	36.872	33.483	30.439
52	39.638	36.161	33.027
53	42.611	39.054	35.834
54	45.806	42.178	38.880
55	49.242	45.553	42.185
56	52.935	49.197	45.770
57	56.905	53.133	49.661
58	61.173	57.383	53.882
59	65.761	61.974	58.462
60	70.693	66.932	63.431
61	75.995	72.286	68.823
62	81.695	78.069	74.673
63	87.822	84.315	81.020
64	94.408	91.060	87.907
65	101.489	98.345	95.379

**\*Based on the UP 1984 Mortality Table Testing Age 65**

**PROTECTED BENEFITS AND PRIOR PLAN DOCUMENT PROVISIONS ATTACHMENT**

*This attachment may be used by an Adopting Employer to document protected benefits and other Prior Plan Document provisions that apply to some or all of the assets of the Adopting Employer's Plan.*

**ADOPTING EMPLOYER PLAN INFORMATION**

Name of Adopting Employer

Name of Plan

Plan Sequence Number

Trust Identification Number *(if applicable)*

Account Number

**PROTECTED BENEFITS AND PRIOR PLAN DOCUMENT PROVISIONS**

**Provision 1:**

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Source of Provision *(e.g., plan name and sequence number, good faith amendment):*

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**Provision 2:**

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Source of Provision *(e.g., plan name and sequence number, good faith amendment):*

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**Provision 3:**

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Source of Provision *(e.g., plan name and sequence number, good faith amendment):*

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**OTHER PLAN INFORMATION ATTACHMENT**

*This attachment may be used by the Plan to specify additional information to be included in the Plan's Adoption Agreement (e.g., to provide more information than can be included on an "other" selection line).*

**ADOPTING EMPLOYER PLAN INFORMATION**

Name of Adopting Employer \_\_\_\_\_

Name of Plan \_\_\_\_\_

Plan Sequence Number \_\_\_\_\_ Trust Identification Number (if applicable) \_\_\_\_\_ Account Number \_\_\_\_\_

**OTHER PLAN INFORMATION**

Lined area for providing other plan information. Multiple horizontal lines are present for text entry.

### SPECIAL EFFECTIVE DATE(S) ATTACHMENT

*This attachment is used only when a restated plan document is prepared and special effective dates apply for certain Plan provisions.*

#### ADOPTING EMPLOYER PLAN INFORMATION

Name of Adopting Employer \_\_\_\_\_

Name of Plan \_\_\_\_\_

Plan Sequence Number \_\_\_\_\_ Trust Identification Number (if applicable) \_\_\_\_\_ Account Number \_\_\_\_\_

#### SPECIAL EFFECTIVE DATES

The following special effective dates will apply to the Plan: (Select one or more as applicable) NOTE: All parameters or limitations stated in the Adoption Agreement apply.

**Special Effective Date 1:**

Provision Reference (e.g., Section Three, Part C, item 1 – Application of Safe Harbor CODA):

\_\_\_\_\_

Provision Description (e.g., The safe harbor CODA provision including the basic matching contribution formula):

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

Effective Date:

**Special Effective Date 2:**

Provision Reference (e.g., Section Three, Part C, item 1 – Application of Safe Harbor CODA):

\_\_\_\_\_

Provision Description (e.g., The safe harbor CODA provision including the basic matching contribution formula):

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

Effective Date:

**Special Effective Date 3:**

Provision Reference (e.g., Section Three, Part C, item 1 – Application of Safe Harbor CODA):

\_\_\_\_\_

Provision Description (e.g., The safe harbor CODA provision including the basic matching contribution formula):

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

Effective Date:

**NEW COMPARABILITY ALLOCATION GROUP(S) ATTACHMENT**

*This attachment is used only when the Adopting Employer selects a new comparability allocation formula to allocate Employer Profit Sharing Contributions, chooses to identify the allocation groups in the Adoption Agreement and uses more than six allocation groups.*

**ADOPTING EMPLOYER PLAN INFORMATION**

Name of Adopting Employer

**Global Outreach Charter Academy Inc.**

401(k) Profit Sharing Plan and Trust

Name of Plan

**Global Outreach Charter Academy Inc.**

401(k) Profit Sharing Plan and Trust

Plan Sequence Number

Trust Identification Number (if applicable)

Account Number

**001**

**ALLOCATION GROUPS**

The following allocation groups will apply in addition to those identified in the Adoption Agreement. *(Specify the groups by category of Qualifying Participant, including both Highly Compensated Employees and non-Highly Compensated Employees.)*

- Allocation Group 7: \_\_\_\_\_
- Allocation Group 8: \_\_\_\_\_
- Allocation Group 9: \_\_\_\_\_
- Allocation Group 10: \_\_\_\_\_
- Allocation Group 11: \_\_\_\_\_
- Allocation Group 12: \_\_\_\_\_
- Allocation Group 13: \_\_\_\_\_
- Allocation Group 14: \_\_\_\_\_
- Allocation Group 15: \_\_\_\_\_
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- Allocation Group 44: \_\_\_\_\_

Allocation Group 45:

Allocation Group 46:

Allocation Group 47:

Allocation Group 48:

Allocation Group 49:

Allocation Group 50:





1251 Waterfront Place, Suite 525  
 Pittsburgh, PA 15222  
 330 South Poplar, Suite 103-E  
 Pierre, SD 57501  
 1-800-693-7800  
 www.macg.com

## Supplemental Account Information

I. Account Information			
Account Name (the "Plan")		Tax ID Number	
Global Outreach Charter Academy Inc. 401(k) Profit Sharing Plan & Trust		80-0297346	
Governing Agreement (the "Agreement")		Mid Atlantic Account Number (bin)	
Directed Trustee Agreement			
Social Code	Year End	Approximate Asset Value	Number of Participants
12 - 401 (k)	Dec 31st	0	

II. Employer Information			
Sponsor (the "Company")			
Global Outreach Charter Academy Inc.			
Primary Contact		Authorized for ACH Pulls	Contact Title
Dmitriy Groncharov		No	Controller
Street Address		Phone Number	Fax Number
9570 Regency Square Blvd		904-551-7104	
City	State	ZIP Code	Primary E-Mail Address (REQUIRED)
Jacksonville	FL	32225	dgoncharov@gocacademy.com

III. Financial Consultant Information (may be broker or advisor)			
Would you like Mid Atlantic Trust Company to grant the following consultant view only access to our website? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Please indicate if the financial consultant is a <input type="checkbox"/> fee-based advisor, or a <input type="checkbox"/> commissionable rep			
Financial Consultant Name (REQUIRED)		Firm	
MACK, SONNY		MID ATLANTIC CAPITAL CORP	
Email Address		Phone Number	Fax Number
Street Address		City	State      Zip
1251 WATERFRONT PLACE		PITTSBURGH	PA      15222

IV. TPA /Record Keeper Information	
"Primary Agent" Name (REQUIRED)	MATC Agent ID (z-number)
Paychex, Inc.	z363

V. Investment Options	
Pricing Selection (For ROA & LOI values must be provided w/fund selections)	Reinvestment Option
NAV Non-Commissionable (NAV8)	<input checked="" type="checkbox"/> Dividends, STGCs, & LTGCs are reinvested

**Mid Atlantic Trust Company**

**Supplemental Account Application**

**VI. Broker of Record for Mutual Funds**

**Selection of Broker**

We elect to use a FINRA registered broker-dealer and affiliate of Mid Atlantic Trust Company ("MATC") as broker of record ("Mid Atlantic Broker-Dealer") and authorize Mid Atlantic Broker-Dealer to collect Fund Fees.

**OR**

We elect to use the following broker and acknowledge that if, for any reason, the broker listed below cannot be used on an Account investment elective, Mid Atlantic Broker-Dealer may be listed as broker of record and the terms set forth above will apply.

<b>Brokerage Firm Name</b>		<b>Firm CRD #</b>	<b>Street Address</b>			
<b>MID ATLANTIC CAPITAL CORP</b>			<b>1251 WATERFRONT PLACE</b>			
<b>Rep Name</b>	<b>Rep #</b>	<b>Branch #</b>	<b>Rep CRD #</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>MACK, SONNY</b>	<b>160</b>			<b>PITTSBURGH</b>	<b>PA</b>	<b>15222</b>

**VII. Account Verification**

**Verification of Sponsor (at least one) (note for non-ERISA plans, only the Articles of Organization, or By laws are acceptable)**

Articles of Incorporation     Articles of Organization     By Laws     IRS Determination Letter (referencing the plan)  
 Driver License of Plan Sponsor     Signed 5500 Form

**Verification of Plan**

Signed Plan Document     Signed Plan Adoption Agreement (*Master Plan Doc may be required*)

In Process





330 South Poplar, Suite 103  
Pierre, SD 57501

## Directed Trustee Agreement

This Directed Trustee Agreement (the "Agreement"), is made on , by and among **Global Outreach Charter Academy Inc.** (the "Company") and Mid Atlantic Trust Company, a South Dakota registered non-depository trust company (the "Directed Trustee").

### WITNESSETH

WHEREAS, Company maintains the **401(k) Profit Sharing Plan & Trust** (the "Plan") registered with the Internal Revenue Service under the tax identification number of **80-0297346**, for the benefit of its eligible employees; and

WHEREAS, pursuant to the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Plan provides that the assets of the Plan shall be held in trust (the "Trust") for the exclusive purpose of providing benefits to Plan participants and their beneficiaries; and

WHEREAS, Company desires to establish the Trust and appoint Directed Trustee to hold the assets of the trust and to perform such functions as directed by Company; and

WHEREAS, Company has retained Paychex, Inc. (the "Primary Agent") to act as the record keeper and / or administrator of the Plan.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth below, the Company and Directed Trustee agree as follows:

### ARTICLE I: ESTABLISHMENT OF THE TRUST ACCOUNT

1.1 The Company hereby establishes with the Directed Trustee a Trust consisting of such sums of money, qualifying employer securities, as defined under ERISA Section 407, or other property acceptable to the Directed Trustee as shall from time to time be paid or delivered to the Directed Trustee by the Company under the Plan, and earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time. All such sums of money, all investments made therewith or proceeds thereof, and all earnings, profits, increments, appreciation and additions thereto and thereon, less any payments and disbursements which shall have been made by the Directed Trustee, as authorized herein, shall constitute the assets of the Trust (the "Trust Account"). All contributions shall be unencumbered. In kind contributions of qualifying employer securities are subject to the requirements of ERISA Section 407.

1.2 The Directed Trustee is instructed that the individual entered below is the "Primary Contact" for the Company. The Directed Trustee shall have satisfied any delivery or notification requirements in the Agreement by supplying such information to the Primary Contact. The Company may change the Primary Contact at any time by providing written notification to the Directed Trustee.

Primary Contact Information	
Name: <b>Dmitriy Groncharov</b>	Phone: <b>904-551-7104</b>
Address: <b>9570 Regency Square Blvd</b>	Fax: _____
<b>Jacksonville, FL 32225</b>	Email: <b>dgoncharov@gocacademy.com</b>

1.3 The Directed Trustee shall be responsible only for such assets as are actually received by it as Directed Trustee and shall not be responsible for the collection of any funds required by the Plan to be paid by the Company. The Directed Trustee shall have no duty or authority to bring any action to enforce any obligation to make any contribution, nor shall it have any responsibility concerning the amount of any contribution or the application of the Plan's contribution formula.

1.4 The Directed Trustee shall have the authority hereunder:

- a. To hold and administer the Trust Account pursuant to the direction of the Company, the Primary Agent, any administrative committee created to administer the Plan (the "Committee") or any Investment Manager as defined in Section 3(38) of ERISA; and
- b. From time to time, on the written direction of the Company, the Primary Agent, the Committee, or any of their authorized agents or representatives, to make disbursements from the Trust Account to such persons, in such manner and amounts, and for such purposes, as may be specified in such direction. The Directed Trustee shall not be responsible to ascertain whether such direction complies with the terms of the Plan nor be held otherwise liable for any disbursement made by it pursuant to such direction.
- c. On the written direction of an Authorized Person, to make disbursements from the Trust Account to provide compensation to an outside broker-dealer or registered investment advisor for provision of investment advice, education, or other services to the Plan ("Financial Advisor").

1.5 The company represents and warrants all directions referred to in Article 1.4 above will comply with the terms of the Plan and ERISA

1.6 The Directed Trustee is authorized to establish a cash settlement account (the "Cash Account") for the benefit of the Plan at any broker-dealer affiliated with the Directed Trustee ("Mid Atlantic Broker-Dealer"), a FINRA member, registered

broker-dealer, and affiliate of the Directed Trustee under common ownership, and to transfer such Cash Account to another such FINRA registered broker-dealer in Directed Trustee's sole discretion. The Directed Trustee will deposit or cause to be deposited Plan contributions, income, and proceeds from sales and redemptions of Plan assets to the Cash Account from time to time as necessary to fund settlement of investment purchases and authorized disbursements. The Directed Trustee is authorized to agree to terms with Mid Atlantic Broker-Dealer under Article 4.4 of this Agreement.

**Mid Atlantic Trust Company****Directed Trustee Agreement**

1.7 The Department of Labor's Field Assistance Bulletin 2002-03 requires that service providers to Plans, such as trust companies, banks, broker dealers, and record keepers, provide their clients with adequate information regarding the service provider's receipt of earnings or other benefits from the use of uninvested cash ("Float"). In connection therewith, please be advised that:

- a. When acting as Directed Trustee, Mid Atlantic Trust Company, Mid Atlantic Capital Corporation, and/or their agents may retain, as part of their reasonable compensation, the float earned on certain plan cash balances. Earnings on float arise from (i) cash balances received due to plan contributions, other transfers, or plan asset sales/redemptions, in plan accounts held while awaiting investment or distribution instructions from an authorized plan fiduciary and good settlement thereof following execution of purchase orders; and (ii) benefit distribution services, whereby float may be earned on money set aside for payment of outstanding but un-cashed benefit distribution checks or other participant based or custodial transfers.
  - i. Cash balances received due to Plan contributions, other transfers, or Plan asset sales/redemptions. The Company or other Authorized Person authorizes and directs the Directed Trustee to receive Float from the date it receives cash balances due to Plan contributions, other transfers, or Plan asset sales/redemptions, until the date the Directed Trustee has received investment or distribution instructions from an authorized Person or Investment Manager and good settlement thereof following execution of purchase orders. For the avoidance of doubt, the Company or other Authorized Person authorizes and directs Directed Trustee to receive Float on any cash balances held in the Trust Account pending instructions from an Authorized Person. The Directed Trustee executes investment instructions on the same day they are received from an authorized Plan fiduciary, and adequate cash is available to fund settlement thereof. In the case of contributions pending investment direction, funds are made available once they have cleared the issuing bank; this is generally the same day for wires and two days for checks.
  - ii. Cash balances held while processing Fund Fees (as defined in Article 4.4 below). The Directed Trustee, Mid Atlantic Broker-Dealer, or their agents collect Fund Fees as they are paid from mutual funds, which generates cash balances. Cash from Fund Fees is generally transferred to the Trust Account on a monthly basis. The Company or other Authorized Person authorizes and directs Directed Trustee, Mid Atlantic Broker-Dealer, or their agents to receive Float from the date of the receipt of Fund Fees until the date of transfer of cash to the Trust Account.
  - iii. Cash balances held in the Trust Account pending a Plan fiduciary's direction as to payment of Plan expenses or other use. As described in Article 4.4 below, cash transferred to the Trust Account following the Directed Trustee, Mid Atlantic Broker-Dealer's, or their agents' collection of Fund Fees may be used to defray the expenses of the Plan. Alternatively, this cash may be allocated to participant or beneficiary accounts. The Company or other Authorized Person authorizes and directs the Directed Trustee to receive Float from the date cash is transferred to the Trust Account until the date the Directed Trustee has received instruction as to the use of this cash and its transfer from the Trust Account to pay Plan expenses or, as the case may be, allocation to participant and beneficiary accounts and execution of purchase orders consistent with the their investment selections.
  - iv. Cash balances used to maintain adequate liquidity for ModelxChange®. Directed Trustee makes available the ModelxChange® program through which the Company or Committee can elect to make available a model fund managed by an Investment Manager or other unitized fund. Under the terms of the ModelxChange® agreement, the Directed Trustee will be directed to maintain a cash balance within a set range of a liquidity target in order to fulfill redemptions from such model or unitized funds. Where, as a result of redemptions, the cash balance decreases below the relevant liquidity range, the Directed Trustee will be directed to place trades to increase the cash balance to a level within the liquidity range. The Company or other Authorized Person authorizes and directs the Directed Trustee to receive Float on cash balances maintained within the model or unitized fund from the date cash is transferred, or securities are sold to generate cash, to be maintained as liquidity for the model or unitized fund, until the date the cash is used to satisfy a redemption request.
  - v. Benefit distribution services. Float may be earned on money set aside for payment of outstanding but un-cashed benefit distribution checks or other participant or beneficiary-based or custodial transfers. The Float period commences generally from the date on the face of the checks to participants and beneficiaries until the date that either the recipient cashes the check and it clears the Directed Trustee's accounts through the banking system, or the check is cancelled and the underlying funds are returned to the Plan. Checks are generally mailed the same day as they are issued. If a check remains uncashed for a period of six months, the Directed Trustee may issue a new check to the participant or beneficiary or transfer the benefit amount to a missing participant IRA, and will continue to earn Float until the time the participant beneficiary cashes the new check or the benefit amount is transferred to a missing participant IRA, as the case may be.
- b. The Float rate of return is based upon and approximates current short term money market rates as in effect from time to time. In certain instances the Directed Trustee, Mid Atlantic Broker-Dealer, or their agents may earn bank credits in lieu of interest, and in such instances that rate is generally the then current Federal Funds rate, plus some factor. The Company or other Authorized Person authorizes and directs the Directed Trustee, Mid Atlantic Broker-Dealer, and their agents to deposit cash balances in one or more of the depository institutions described on Directed Trustee's website, <https://www.macg.com/clients/trust-cash-depositdisclosures/>. Company or other Authorized Person acknowledges that the actual Float rate of return may vary based on rates offered by the specific institutions in which the cash balance is deposited.
- c. Additional information is available upon request. Fiduciaries are referred to DOL FAB 2002-03 (available at [www.dol.gov/ebas/regqs](http://www.dol.gov/ebas/regqs)) for more information regarding float and fiduciary considerations related thereto.

**ARTICLE II: INVESTMENT OF THE TRUST ACCOUNT**

2.1 The Directed Trustee shall invest and reinvest the principal and income of the Trust Account pursuant to the written, telephonic or computer-generated direction of the Company or Authorized Persons, and keep the same invested without distinction between principal and income. The Directed Trustee shall not be responsible for nor make any determination regarding the prudence of such investment or reinvestment.

2.2 **Margin Disclosure.** The Company hereby authorizes and directs the Directed Trustee, acting as agent for the Plan, to

utilize the Directed Trustee's margin agreement and margin account with National Financial Services, LLC ("NFS") or any of its affiliates or successors (the "Margin Arrangement") for the limited purpose of processing any exchange traded funds and/or exchange traded notes (collectively, exchange traded products ("ETPs")) transactions. The Company understands that the Directed Trustee will use the Margin Arrangement to make available to the Plan on trade date plus one (T+1) funds equal to settlement proceeds that the Directed Trustee reasonably expects to receive upon final settlement of ETP transactions. The Company further understands that the Directed Trustee will not charge to the Plan any additional fees or pass through any expenses that the Directed Trustee may incur as a result of the Margin Arrangement with NFS. Moreover, Directed Trustee may incur gains or losses when placing orders for ETPs, due to market price changes between the time of the ETP's closing price and the time of the actual execution of the trade. This activity may result in a gain or loss to Directed Trustee depending on changes in market prices from one day's close to the next day's prices, and over time Directed Trustee may in the aggregate, accumulate net gains or net losses in connection with these order execution activities. In order to deliver the requested execution price to the Plan, Directed Trustee absorbs any losses and retains any gains from these activities. Any such gains that are retained by Directed Trustee may be considered as additional compensation paid to Directed Trustee for ETP trading services provided to the Plan.

2.3 At the Company's request, the Directed Trustee will provide additional disclosures to the Company that NFS provides to the Directed Trustee related to the Margin Arrangement.

2.4 The Directed Trustee makes available the Mid Atlantic Trust Company Proprietary Network Bank Deposit Program ("DepositxChange®"), which provides the deposit accounts of banks participating in DepositxChange® ("Program Banks," which are disclosed at <https://www.macg.com/clients/depositxchange-disclosures/>) for Plan contributions. Plan participants may direct any portion of their account balance to DepositxChange®, when selected by the Plan, in a manner similar to choosing other investment options in the Plan lineup. Under DepositxChange®, the Directed Trustee facilitates the daily deposits and withdrawals between the Mid Atlantic Trust Company MATC Directed Trustee Agreement Plan and the Program Banks, credits and allocates interest income and maintains sub-accounting records necessary to reflect the allocation of daily balances across the Program Banks on behalf of the Plan. For its services, the Directed Trustee will receive a fee paid from the interest credited to the Plan by each Program Bank. For the avoidance of doubt, the Company agrees that the Directed Trustee is not providing investment advice, recommending the use of bank deposit accounts as an investment vehicle for the Plan or suggesting that DepositxChange® is appropriate for the Plan.

2.5 Subject to Section II.1, the Directed Trustee shall have the following powers in addition to the powers customarily vested in a directed trustee by law and in no way in derogation thereof:

- a. With any cash at any time held by it, on the direction of an Authorized Person or Investment Manager, to purchase or subscribe for any Authorized Investment (as defined in Article 2.6) through any broker-dealer the Directed Trustee may select, including any broker-dealer affiliated with the Directed Trustee, and to retain such Authorized Investment in the Trust Account;
- b. On the direction of an Authorized Person or Investment Manager, to sell for cash or on credit, convert, redeem, exchange for another Authorized Investment, or otherwise dispose of any Authorized Investment at any time held by it;
- c. On the direction of an Authorized Person or Investment Manager, to purchase Authorized Investments at a premium or discount;
- d. To retain uninvested all or any part of the Trust Account for which investment instructions have not been received, it being understood that Directed Trustee shall not be required to pay interest to the Plan or any Authorized Person on any such uninvested balance;
- e. To employ suitable agents, actuaries, accountants and counsel and to pay their reasonable expenses and compensation with the notification and approval of the Company;
- f. To hold any investment in the Trust Account in a securities depository, clearing corporation, federal book-entries security account, sub-custodian, brokerage account, or other third party facility deemed prudent by the Directed Trustee;
- g. To cause any investment in the Trust Account to be registered in, or transferred into, its name as Directed Trustee or the name of its nominee or nominees or to retain them unregistered or in form permitting transfer by delivery (except that, with the transfer by the Directed Trustee, fractional shares of non- mutual fund investments will instead be liquidated and resulting cash will be delivered), but the books and records of the Directed Trustee shall at all times show that all such investments are part of the Trust Account;
- h. On the direction of an Authorized Person or Investment Manager, to invest all or any part of the Trust Account in one or more common trust or collective investment funds maintained by the Directed Trustee or its affiliates (within the meaning of Section 1504 of the Internal Revenue Code), provided any such collective investment fund is maintained exclusively for the investment of tax-qualified retirement plan assets, but only if the trustee of any common trust or collective investment fund has acknowledged in the fund's governing instrument that it is a fiduciary with respect to any plan the assets of which are invested thereunder. Notwithstanding any other provisions of this Agreement, in the event that participation in any such fund shall occur, the assets so invested shall be subject to all the provisions of the common trust or collective investment fund plan. To the extent required by law, regulation, or revenue ruling, the provisions of any common trust or collective investment fund in which participation occurs are hereby expressly incorporated by reference and shall be part of this Agreement;
- i. The Company instructs the Directed Trustee to vote all shareholder proxies with management unless otherwise directed in writing by the Company; and
- j. To do all acts which it may deem necessary or proper and to exercise any and all powers of the Directed Trustee under this Agreement upon such terms and conditions which it may deem are for the best interests of the Trust Account.

2.6 "Authorized Investment" as used in this Article II shall mean bonds, debentures, notes, or other evidences of indebtedness; stocks (regardless of class), or other evidences of ownership in any corporation, registered mutual fund, common or collective trust fund, pooled investment fund, investment company, association, or business trust.

2.7 Directed Trustee shall have no obligation to determine the fair market value of any assets which are not listed on any national securities exchange or for which the fair market value is not readily available and which the Directed Trustee has been directed to acquire for the Trust Account, notwithstanding that Directed Trustee's compensation may be determined in whole or in part by such value. With respect to any such asset, Directed Trustee may use the cost of such asset as its fair

market value until otherwise instructed.

2.8 Directed Trustee shall have no obligation to determine whether property contributed to the Trust Account constitutes a "qualifying employer security" under ERISA Section 407 or meets the applicable percentage limitations thereunder.

2.9 The Authorized Person or Investment Manager will verify each investment is an Authorized Investment, and will have read the prospectus for the investment before the Authorized Person or Investment Manager submits an instruction relating to the investment.

2.10 Directed Trustee shall have all income or capital gains distributions reinvested back into the distributing investment whenever possible unless instructed otherwise by an Authorized Person or Investment Manager.

**ARTICLE III: ACCOUNTS TO BE KEPT AND RENDERED**

3.1 The Directed Trustee shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Company and Directed Trustee. All accounts, books and records relating thereto shall be open to inspection and audit by any person or persons designated by the Company at all reasonable times.

3.2 Within forty-five (45) days following the close of each year of the Plan and within forty-five (45) days after the effective date of its removal or resignation, the Directed Trustee shall file with the Company a written account, setting forth all investments, receipts and disbursements, and other transactions effected by it during such year of the Plan, or during the period from the close of the last preceding year of the Plan to the date of such removal or resignation, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales, and showing all cash, securities and other property held at the end of such year of the Plan or as of the date of removal or resignation, as the case may be. The Directed Trustee shall include in such report a valuation of the Trust Account. Directed Trustee shall also provide periodic statements to the Company itemizing all securities transactions effected during such period in lieu of its obligation under federal law to provide written confirmation of each security transaction affected on behalf of the Plan. Neither the Company nor any other person shall have the right to demand or to be entitled to any further or different accounting by the Directed Trustee, except as may be required by statute or by regulations published by federal government agencies with respect to reporting and disclosure.

3.3 Upon the expiration of the 60th day following the annual or, in the case of a termination, final statement produced by the Directed Trustee, the Directed Trustee and its affiliate and parent companies shall be forever released and discharged from any liability or accountability to anyone as respect to the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which the Company shall set forth in a written statement claiming negligence or willful misconduct or lack of good faith on the part of the Directed Trustee which too is delivered to the Directed Trustee on or before the 60th day following the annual or final statement produced by the Directed Trustee.

3.4 The Company and the Primary Contact consent to receiving all Trust Account information online rather than via mail delivery. Asset balances and activity of the Trust Account are made available via a password-protected Website maintained by the Directed Trustee or its agents (currently <https://secure.macg.com>), and the Company and Primary Contact are subject to the posted Terms and Conditions for such Website. The Company, Primary Contact, or Primary Agent must contact the Directed Trustee in writing if it does not wish to receive this information electronically.

3.5 The Directed Trustee shall deliver or make available Trust Account information to the Primary Contact designated in Article 1.2 of this agreement.

**ARTICLE IV: THE DIRECTED TRUSTEE**

4.1 The Directed Trustee accepts the Trust Account hereby created and agrees to perform the duties hereby required by it, subject however, to the following conditions:

- a. Subject to any responsibilities imposed under Section 403(a)(1) of ERISA, the Directed Trustee, and its affiliate and parent companies, shall incur no liability to anyone for any action taken pursuant to a direction, request or approval given by an Authorized Person or Investment Manager, or any other party to whom authority to give such direction, request or approval is delegated under the Plan, who are duly authorized pursuant to a valid and binding resolution or other written instruction to execute or issue such direction, request or approval on behalf of an Authorized Person or Investment Manager, as appropriate, and Directed Trustee shall be entitled to rely upon the genuineness of such resolution or other writing in the absence of manifest error. Such directions may include, but not be limited to: cash disbursement directions, transfers between accounts, fee deductions, trade instructions, deposit information, plan registration changes, and any other instructions needed to service the Trust Account.
- b. The Directed Trustee shall receive as compensation for its services such amounts as may be agreed upon at the time of execution of this Agreement. The Company acknowledges that all fees have been reviewed with the Primary Agent. A comprehensive disclosure of fees will be provided electronically to the Primary Contact upon establishment of the investment accounts. A copy of that disclosure can be requested from the Directed Trustee at any time. Should the Primary Contact not be the Responsible Plan Fiduciary ("RPF"), as defined under the Department of Labor's fee disclosure regulation under ERISA Section 408(b)(2), then the Mid Atlantic Trust Company MATC Directed Trustee Agreement Primary Contact shall forward the disclosure to the RPF and notify the Directed Trustee of the appropriate RPF accordingly. The Company represents that the fees payable to the Directed Trustee constitute no more than "reasonable compensation" within the meaning of ERISA Section 408(b)(2) and the Department of Labor regulations thereunder. The Directed Trustee may propose an amended disclosure of fees to the Primary Contact, and if the Primary Contact fails to object thereto within sixty (60) days of receipt, the amended fee schedule shall be deemed accepted. In addition, the Directed Trustee may retain as additional fees any credit earnings or interest on the cash in the Trust Account awaiting investment or disbursement as described in Article 1.7 above. All invoices for payment of the Directed Trustee's services will be submitted to the Primary Agent from whom a copy may be obtained. The Primary Agent will be responsible for remitting all payments to the Directed Trustee. Except as otherwise provided herein, the Directed Trustee's compensation and any other proper expense of the Directed Trustee for the Trust Account, including all real and personal property taxes, income taxes, transfer taxes, and other taxes of any and all kinds whatsoever may be paid from the Trust Account unless paid by the Company, provided, however, that Directed Trustee shall be authorized, but not obligated, to charge such compensation and expenses against the Trust Account if any such charges are not paid by the Primary Agent within 60 days.



**Mid Atlantic Trust Company**

**Directed Trustee Agreement**

4.2 The Directed Trustee may resign at any time by giving written notice to the Company at least sixty (60) days prior to the resignation date. The Company may terminate Directed Trustee at any time by giving written notice to the Directed Trustee at least sixty (60) days' prior to the termination date. The above notwithstanding, resignation or termination may be made at any time upon mutual consent of the parties. In the absence of such notice, the Company's liquidation of assets within the Trust Account and/or transfer of assets of the Trust Account to a successor custodian shall be deemed termination of the Trust Account. Upon the effective date of such resignation or termination, Directed Trustee shall deliver the assets of the Trust Account to the successor trustee, subject to reimbursement by the Trust Fund, unless the Company elects to reimburse the Directed Trustee for all reasonable costs incurred in connection with such transfer. Termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination as contracted in Article VI of this Agreement, including the provisions regarding arbitration, all of which shall survive any expiration or termination of this Agreement.

4.3 In connection with the services that the Directed Trustee provides to the plan, the Directed Trustee asserts that it (i) is a "bank," as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and is excluded from the definition of "broker," as defined in Section 3(a)(4) of the Exchange Act, or (b) is another financial institution, entity or person that is excluded from the definition of broker by rule or order of the Securities and Exchange Commission; (ii) has the power and authority under the Plan documents or other agreement and applicable law to perform services to the Plan and receive fees therefore; and (iii) will not be in violation of any covenant of the Plan documents or other agreement, order of any court, or applicable law if entering into this Agreement for purposes of providing services to the Plan. The Directed Trustee acknowledges that, if any of the foregoing representations become untrue for any reason, the Directed Trustee will promptly contact the Company at the address and telephone number noted in this agreement.

4.4 The Trust Account is authorized to invest in mutual funds, some or all of which may from time to time have adopted a written plan in accordance with Rule 12b-1 under the Investment Company Act of 1940, as amended (a "12b-1 Plan"), pursuant to which fees are payable to eligible recipients (the "12b-1 Fees"), and some or all of which mutual funds and/or their service providers may also from time to time pay other fees to eligible recipients for the furnishing of shareholder, recordkeeping and other services beyond the scope of the 12b-1 Plans ("Service Fees"). In connection with the Trust Account's investments in such funds, the funds or their service providers may also make available certain transaction based compensation to eligible recipients, including commissions (the "Commissions"). The 12b-1 Fees, Service Fees and Commissions, in the aggregate, are hereafter referred to as the "Fund Fees." The Company has determined that it is permissible under applicable law for these Fund Fees to be collected and applied to reduce certain expenses of the Trust Account, such as record keeping expenses.

- a. The Company appoints MACC as broker-dealer of record with regard to mutual fund investments providing Fund Fees held within the Trust Account.

**OR**

The Company, by entering information below, elects to use the "Broker of Record" listed below whenever allowed by the mutual funds. The Company understands that 12b-1Fees and Commissions may be paid directly to the Broker of Record by the mutual funds as compensation. In the event the Broker of Record cannot be used by a mutual fund, the Company appoints Mid Atlantic Broker-Dealer as broker-dealer of record on behalf of the Trust Account's assets held with those mutual funds. The Company understands that even when the Broker of Record is listed with a mutual fund, Service Fees may still be available.

Brokerage Firm Name	Branch #	Firm CRD #
<b>MID ATLANTIC CAPITAL CORP</b>		
Registered Representative Name	Rep #	Rep CRD #
<b>MACK, SONNY</b>	<b>160</b>	

- b. The Company authorizes and directs the Directed Trustee, MACC, or their agents (i) to collect the Fund Fees as may be payable by these mutual funds from time to time as a result of investments or transactions in those investments; (ii) to retain 5% of Fund Fees collected as compensation for the processing, servicing and administration costs involved in collecting the Fund Fees; and (iii) until directed otherwise in writing by the Company, to remit the fees collected per the instructions of the Primary Agent;
- c. If a Financial Advisor has been selected for this Plan, the Primary Agent may direct Directed Trustee to pay Financial Advisor from the assets of the Trust Account.
- d. When the Directed Trustee or Mid Atlantic Broker-Dealer collects any Fund Fees on behalf of the Trust Account, they may appoint suitable agents to assist in the calculation and remittance of Fund Fees at their discretion. The Directed Trustee, Mid Atlantic Broker-Dealer, or their agents shall use commercially reasonable efforts to collect the Fund Fees from the funds or such funds' service providers, however they shall have no liability to the Trust Account or the Primary Agent in the event that such Fund Fees are not actually received by the Directed Trustee or Mid Atlantic Broker-Dealer from the funds or such funds' service providers.

**Mid Atlantic Trust Company****Directed Trustee Agreement**

4.5 Directed Trustee will at all times be subject to the direction of the Company, the Primary Agent, the Committee or any Investment Manager (or any other named fiduciary), as appropriate, and shall not act, nor be under any obligation to act, absent the direction of such fiduciaries. Directed Trustee may rely upon any direction, information or action of any such fiduciary as being proper under the Plan or this Agreement and is not required to inquire into the propriety of any such direction, information or action. The duties and obligations of the Directed Trustee shall be limited to those specified hereunder. Directed Trustee is not a "fiduciary" as that term is defined in Section 3(21) of ERISA. In no event shall Directed Trustee be required or authorized to exercise any powers which would cause Directed Trustee to be deemed to have control over the assets in the Trust Account, or to otherwise be a "fiduciary" under ERISA.

4.6 In the event that the Company, the Primary Agent, an applicable regulatory body or any other authorized third party source, provides notice to Directed Trustee that the Plan is potentially abandoned, or if the Directed Trustee itself determines the Plan is abandoned, then the Company hereby authorizes the Directed Trustee to resign from this Agreement upon 60 days prior written notice and appoint a separate trustee or custodian to administer and wind down the Plan consistent with regulations at 29 C.F.R. 2578.1. If the Directed Trustee Account's balance falls to less than \$1,000 for three or more consecutive months, after a 60-day notice period, Directed Trustee reserves the right to liquidate or write off the Trust Account.

4.7 Company acknowledges and agrees that Directed Trustee and Mid Atlantic Broker-Dealer do not provide any investment advice, investment recommendations, investment selection, prospectus delivery, suitability, or any similar type of service relating to the selection, purchase, sale, trading, or holding of investments held for or by the Plan, and do not exercise any "investment discretion" (as defined in Section 3(a)(35) of the Securities Exchange Act of 1934, as amended) with respect thereto. Additionally, the Directed Trustee and Mid Atlantic Broker-Dealer are not investment advice fiduciaries as defined under ERISA, except to the extent an individual registered representative of a Mid Atlantic Broker-Dealer enters into a separate agreement with the Plan for the provision of investment advice services.

**ARTICLE V: AMENDMENTS TO AGREEMENT**

5.1 The provisions of this Agreement may be amended at any time and from time to time upon by mutual written agreement between the Company and the Directed Trustee. In addition, the Directed Trustee may propose an amendment to this Agreement by providing at least 60 days written notice of the amendment to the Primary Contact. The Company shall be deemed to have provided its consent to the change unless it affirmatively objects to the proposed amendment in a writing delivered to the Directed Trustee prior to the expiration of such notice period. The Company and the Directed Trustee shall negotiate a resolution of the proposed amendment in good faith if the Company objects. Notwithstanding the foregoing, if the Company objects to the proposed amendment, either party may terminate this Agreement upon 60 days written notice to the other party, it being understood that the parties may, if appropriate, continue to negotiate the proposed amendment during such 60 day period. Notwithstanding the foregoing:

- a. No amendment shall be effective unless this Agreement, as amended, continues to operate for the exclusive benefit of the participants of the Plan and their respective beneficiaries.
- b. No amendment shall operate to deprive a Plan participant of any rights or benefits irrevocably vested under the Plan or this Agreement prior to such amendment.
- c. Each amendment shall be effective when accepted and executed by the Directed Trustee and the Company.

**ARTICLE VI: INDEMNIFICATION**

6.1 The Directed Trustee shall be indemnified and held harmless by Company from and against any and all loss, liability or expense to which Directed Trustee may be subject hereunder, including without limitation, any loss, liability or expense arising from any action or failure to act resulting from compliance with instructions from Company, the Primary Agent, the Committee, any Investment Manager, any other fiduciary of the Plan or any employee, agent or representative of any of the foregoing, and including all attorneys' fees and expenses reasonably incurred in its defense, except to the extent that it is judicially determined that any loss, liability or expense is directly attributable to the Directed Trustee's (a) gross negligence or willful misconduct in the performance of its duties hereunder or (b) violation of applicable law.

6.2 Any dispute under this Agreement between the Company and the Directed Trustee will be resolved by submission of the issue to a member of the American Arbitration Association who is chosen by the Company and the Directed Trustee.

**ARTICLE VII: ANTI-MONEY LAUNDERING**

7.1 Company represents that: (a) all evidence or proof of identification provided is genuine and all related information furnished is accurate; (b) it will provide any information deemed necessary by the Directed Trustee in its sole discretion to comply with its anti-money laundering program and related responsibilities from time to time; (c) it is not acting as agent, representative, intermediary/nominee or in any similar capacity for any other person or entity.

**ARTICLE VIII: CONFIDENTIALITY**

8.1 The parties hereto agree that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or which is made available to the other is referred to herein after as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, Plan participant and beneficiary information, customer information, which includes, but is not limited to, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or affiliate of Company or Directed Trustee, as applicable.

8.2 Except as expressly provided below or with the other party's prior written consent, the parties agree to hold all Confidential Information of the other in confidence, that it will not disclose any Confidential Information of the other to any third party, other than to its own directors, officers, employees, affiliates, agents, regulators, or representatives (collectively, the "Representatives") who have a need to know such information in connection with this Agreement and that it will not use any such Confidential Information for purposes other than in connection with this Agreement. Directed Trustee is also authorized to share data with the Primary Agent, the Committee, any Investment Manager and Financial Advisor. Each party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its respective obligations under this Agreement. It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the party receiving such information utilizes the same control (but no less than reasonable) as it employs to avoid disclosure of its own confidential and valuable information and the parties shall have appropriate policies

and procedures to (a) ensure the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, and (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to any party or the customers of any party.

- a. Ensure the security and confidentiality of the Confidential Information,
- b. Protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, and
- c. Protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to any party or the customers of any party.

8.3 Any party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall (a) first notify the other of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (b) attempt to obtain the other's consent to such disclosure, and (c) in the event consent is not given, to agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Nothing herein shall require either party to fail to honor a subpoena, court or administrative order, or any similar binding requirement on a timely basis.

8.4 With the exception of the parties' customer information and Plan participant and beneficiary information, which shall be protected in all circumstances, it is understood and agreed that no information shall be within the protection of this Agreement where such information:

- a. is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed;
- b. is released by the originating party to anyone without restriction;
- c. is rightly obtained from third parties, who, to the best of a party's knowledge, are not under an obligation of confidentiality;
- d. was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or
- e. is independently developed by the receiving party without reference to the originating party's Confidential Information.

#### ARTICLE IX: MISCELLANEOUS PROVISIONS

9.1 Except as provided hereunder, in no circumstances, whether upon amendment or termination of this Agreement, or otherwise, shall any part of the Trust Account be used for or diverted to any purposes other than the exclusive benefit of Plan participants or their beneficiaries.

9.2 Upon any change in the Primary Agent, the Committee, or any Investment Manager, the Company shall advise the Directed Trustee in writing thereof, and the Directed Trustee shall be fully protected in assuming that there has been no change until so advised by Company. The Company agrees that it will not terminate the Primary Agent unless a replacement recordkeeper and / or third party administrator will be retained for the Plan. If such replacement recordkeeper and / or third party administrator is not acceptable to the Directed Trustee, in its sole discretion, Company acknowledges the Directed Trustee may exercise its rights to terminate the Agreement pursuant to Article 4.2 of this Agreement.

9.3 This Agreement shall be binding on any and all successors to the Directed Trustee and the Company.

9.4 This Agreement shall be construed, enforced and regulated under federal law and to the extent (if any) not preempted thereby, under the laws of the Commonwealth of Pennsylvania.

9.5 The Directed Trustee (or such party with authority to manage and control the assets of the Trust) shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

9.6 The Company certifies that each person providing a signature below is executing the Agreement on behalf of the Plan and has the authority under the Plan's governing instruments to so execute the Agreement, and that execution of this Agreement has been duly authorized in accordance with the governing instruments of the plan and does not violate any agreement with, or require the approval of, any other person.

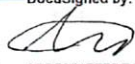
9.7 The Company certifies that each person providing a signature below has the authority to enter into various agreements, open depository and investment accounts, appoint third parties to perform as agent for the Company and the Plan from whom instructions, whether written or oral, may be accepted, and to perform any other function necessary as it relates to the establishment or maintenance of retirement services on behalf of the Company, the Plan, and the Trust Account.

*(Signatures on Following Page)*

IN WITNESS WHEREOF, the Company and the Directed Trustee have caused this Agreement to be executed and attested as of the day and year first above written.

By:

8/13/2018

DocuSigned by:  
  
9DB5654FE7DE4DF...

DATE

**SIGNATURE**

Sergey Soroka

NAME

CEO

TITLE

Global Outreach Charter Academy Inc.

FIRM NAME

In Process

By:



DATE

**SIGNATURE**

Linda Voller

NAME

Trust Officer

TITLE

Mid Atlantic Trust Company

### **Margin Disclosure**

The Directed Trustee, acting as agent for the Plan, may utilize the Directed Trustee's margin agreement and margin account with National Financial Services, LLC ("NFS") or any successor (the "Margin Arrangement") for the limited purpose of processing any exchange traded funds and/or exchange traded notes (collectively, exchange traded products ("ETPs")) transactions. If applicable, the Directed Trustee will use the Margin Arrangement solely to make available to the Plan on trade date plus one (T+1) funds equal to settlement proceeds that the Directed Trustee reasonably expects to receive upon final settlement of ETP transactions. The Directed Trustee will not charge to the Plan any additional fees or pass through any expenses that the Directed Trustee may incur as a result of the Margin Arrangement with NFS.

At the Company's request, the Directed Trustee will provide additional disclosures to the Company that NFS provides to the Directed Trustee related to the Margin Arrangement.

**PRIVACY NOTICE**  
*for*  
**Mid Atlantic Trust Company ("MATC")**

**Your Privacy Is Important To Us**

This notice sets out the privacy policies of MATC. We are committed to maintaining the confidentiality, integrity and security of your personal information. When you provide us with personal information, we want you to be aware of our policies to protect the confidentiality of that information.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, birth date, assets and income;
- Information about your transactions with MATC or others, such as your account size, payment history, parties to transactions, and trading frequency; and
- Information we receive from consumer reporting agencies, such as your creditworthiness and credit history.

The law permits MATC to share certain kinds of information with third parties in certain circumstances. For example, we may disclose nonpublic personal information about you to third parties to assist us in servicing your account. **We do not disclose any nonpublic personal information about our customers or former customers to anyone else except as permitted by law.**

We restrict access to nonpublic personal information about you to our employees with a legitimate business need for the information. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.



Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Global Outreach Charter Academy Inc.**

2 Business name/disregarded entity name, if different from above



3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C= C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶ **NON-PROFIT**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any)  
Exemption from FATCA reporting code (if any)  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

**9570 Regency Square Blvd**

Requester's name and address (optional)

6 City, state, and ZIP code

**Jacksonville FL 32225**

7 List account number(s) here (optional) Account Numbers:

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ]

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Employer identification number  
**80-0297346**

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FACTA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

DocuSigned by:  
  
9DB5654FE7DE4DF...

Date ▶ **8/13/2018**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of the Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),



report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

- 3 The IRS tells the requester that you furnished an incorrect TIN,

- 4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- 5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules* for partnerships above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.  
**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

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**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3. **Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan  
**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.**

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**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

<sup>3</sup>You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
<b>For this type of account:</b>	<b>Give name and SSN of:</b>
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

In Process

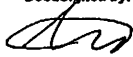
### Board Resolution

I hereby certify that the following person(s) is authorized by the Company to act on behalf the Company.

The following person(s) has authority to enter into various agreements, open depository, and investment accounts, appoint third parties to perform as agent for said company from whom instructions, whether written or oral, may be accepted, and to perform any other function necessary as it relates to the establishment or maintenance of retirement services on behalf of the Company.

Name **Sergey Soroka** Title: **CEO**

Signature Date **8/13/2018**

DocuSigned by:  
  
9DB5654FE7DE4DF...

Witnessed By Name **SHAW, ROBERT** Title **Paychex Representative**

Signature Date **2018-08-09**



**Organization Resolution  
Adopting Paychex Employee  
Benefit Plan**

Office-Client Number

0944 - 18099980

Federal ID Number

80-0297346

By action of the [Board of Directors] [Partnership/Membership] of  
**Global Outreach Charter Academy Inc.**, a  
**1** [dropdown], taken on [ ] , the following resolutions were  
duly adopted.

WHEREAS, the [Board of Directors] [Partnership/Membership] of this organization has considered the salient features of the following employee benefit plan(s) (check all that apply):

- 401(k) Profit Sharing Plan
- Simplified 401(k) Profit Sharing Plan
- Profit Sharing Plan
- Money Purchase Pension Plan
- Flexible Spending Account Plan

which, when executed and carried out, will provide benefits to its employees and their beneficiaries; and

WHEREAS, it is believed that the adoption of the above-designated Plan(s) will encourage continuous employment and employee loyalty, in the mutual interest of the employees and the organization; and

THEREFORE, IT IS RESOLVED, that the [Board of Directors] [Partners/Members] of this organization hereby adopt(s) the Plan (s) designated above and do(es) hereby authorize the [proper officers] [General Partner/Member] to execute an Adoption Agreement setting forth the terms and conditions of the selected Plan(s); and it is

FURTHER RESOLVED, that Paychex is hereby appointed as Plan Service Provider to serve for such term(s) and to have such powers and duties as set forth in the Plan and the applicable administrative service agreement(s); and it is

**Global Outreach Charter Academy Inc.** be and hereby is designated as Plan Administrator, and Mid Atlantic Trust Company be and hereby is designated as Directed Trustee.

IN WITNESS WHEREOF, I have executed this Resolution this date of 8/13/2018.

Authorized Signature

DocuSigned by:  
  
9DB5654FE7DE4DF...

Printed Name

**Sergey Soroka**

Printed Title

**CEO**

**Mesirow Financial Investment Management, Inc.  
Investment Manager Agreement**

This Investment Management Agreement (“**Agreement**”) is made and entered into as of the date identified on Exhibit 2 (“**Effective Date**”), by and between Mesirow Financial Investment Management, Inc., an Illinois corporation (“**MFIM**”), and the plan sponsor identified on Exhibit 2 (“**Plan Sponsor**”) with respect to the employee benefit plan identified on Exhibit 2 (“**Plan**”). By separate agreement (“**Service Agreement**”), Plan Sponsor has engaged Paychex, Inc. (“**Service Provider**”) to provide recordkeeping and other administrative services with respect to the Plan.

**BACKGROUND**

If the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), Plan Sponsor is the fiduciary (as defined in Section 402(a)(2) of ERISA) with the authority under the Plan to designate an investment manager, as defined in Section 3(38) of ERISA (“**Investment Manager**”), for the Plan. The Plan is intended to comply with Section 404(c) of ERISA and Plan participants and beneficiaries (“**Participants**”) are responsible for investing their accounts among the investment options offered under the Plan.

If the Plan is not subject to ERISA, Plan Sponsor is the fiduciary with respect to the Plan under the terms of the Plan’s governing documents with the authority under the Plan to designate an Investment Manager for the Plan. Under the Plan, Plan Participants are responsible for investing their accounts among the investment options offered under the Plan.

The Plan Sponsor has determined that it is in the best interest of the Plan and its Participants to appoint MFIM as an Investment Manager for the Plan. MFIM is willing to serve as an Investment Manager under the terms of this Agreement.

Based on the foregoing, the Plan Sponsor and MFIM agree as follows:

**SECTION 1: INVESTMENT GUIDELINES**

The Plan Sponsor has determined that the Plan’s investment options, excluding managed accounts, (the “**Investment Options**”) shall be subject to the investment guidelines attached hereto as Exhibit 1 (the “**Guidelines**”). To assist the Plan Sponsor in its selection of the Guidelines, MFIM has provided general information to the Plan Sponsor concerning typical plan demographics that may be appropriate for the Guidelines. The Plan Sponsor acknowledges that it has reviewed the Guidelines and has determined that they are appropriate for the Plan.

**SECTION 2: SERVICES PROVIDED BY MFIM**

As described in this Agreement, MFIM shall serve as an Investment Manager for the Plan with respect to the selection and monitoring of the Investment Options as described in this Agreement (the “**Services**”).

**A. Investment Option Selection and Monitoring**

MFIM shall select the Investment Options pursuant to the terms of this Agreement and the Guidelines. The Plan Sponsor understands and acknowledges that the Investment Options are limited to the asset classes provided in the Guidelines and investment options (the “**Universe Options**”) available on the investment option list provided by the Service Provider (the “**Universe**”).

MFIM will review the performance of the Investment Options on a quarterly basis. Following the end of each calendar quarter, MFIM shall provide a summary of its quarterly review to the Plan Sponsor. The quarterly review will contain market commentary on the previous quarter, a review of the Investment Options within the Mesirow Financial POLICE Report and MFIM's proprietary watch list report. MFIM will use commercially reasonable effort to provide the quarterly review to Plan Sponsor within sixty (60) days after the end of each quarter. Plan Sponsor agrees and acknowledges that MFIM's ability to perform the Services under this Agreement and timely delivery of any and all documents or other deliverables hereunder is dependent on the timely and accurate delivery of required data by Service Provider, and will indemnify and hold harmless MFIM for any failure to perform or any inaccuracy in performance hereunder resulting from or related to a failure of Service Provider to timely and accurately deliver required data.

**B. Changing of Investment Options**

If for any reason MFIM decides that one or more Investment Options should be changed, MFIM will issue a written notice to the Service Provider describing the changes and outlining its reasons those changes. The Service provider has agreed to provide this notice to Plan Sponsor within thirty (30) days of receiving such notice from MFIM. The Service Provider has agreed to implement these changes (including preparing and distributing any necessary employee communications) as soon as administratively feasible but in no event later than ninety (90) days following the notice from MFIM.

MFIM's authority and responsibility with respect to the Plan are as follows:

**C. MFIM's Fiduciary Status**

In performing the Services, MFIM is acting as an investment manager as defined in Section 3(38) of ERISA (or if the Plan is not subject to ERISA, according to the same standards as would apply if the Plan were subject to ERISA). MFIM shall discharge its duties and obligations hereunder in accordance with the standard of care applicable under ERISA. In addition, if the Plan is not subject to ERISA, the parties agree that, for all purposes under this Agreement, the applicable ERISA standard of care (including relevant governmental regulations and judicial precedent) shall be the sole governing standard of care applicable to MFIM and the Services regardless of any state law that may apply to the Plan or the Plan Fiduciary. MFIM will assume only the specific and limited fiduciary responsibility and liability attendant to the Services as set forth in this Agreement and will not be considered a fiduciary of the Plan for any other purpose.

**D. Selection of Investment Options**

The Plan Sponsor understands and agrees that MFIM's responsibility and authority for the selection of Investment Options is limited by the asset classes provided in the Guidelines, and Universe Options. The Plan Sponsor understands and agrees that MFIM is responsible for selecting the Investment Options, and if the Plan Sponsor determines that it is necessary or desirable for the Plan Sponsor or another entity to select the Investment Options, the Plan Sponsor must terminate this Agreement pursuant to Section 4.B. The Plan Sponsor understands and agrees that it is responsible for selecting the applicable share class for each Investment Option, if multiple share classes are available. MFIM is under no obligation, and has no authority under this Agreement or otherwise, to select investment options from asset classes not provided in the Guidelines, investment options that are not Universe Options, and/or the applicable share class for each Investment Option, if multiple share classes are available. The Plan shall not offer any investment in stock or other property of the Plan Sponsor or its affiliates, other individual securities, self-directed brokerage accounts or investments other than Universe Options.

To the extent the Plan offers managed accounts as an investment option, including, but not limited to, accounts managed by a third-party investment manager or investment advisor or their successors, MFIM will not have any responsibility with respect to such managed accounts and will not be considered the Investment Manager with respect to such managed accounts or their assets. All decisions or actions with regard to offering managed accounts as an investment option shall be the sole responsibility of the Plan Sponsor and all investment decisions with respect to such managed accounts and their assets shall be the responsibility of an investment manager other than MFIM.

**E. Scope of Authority**

MFIM has no authority or responsibility with respect to: (i) implementation by the Service Provider of any change in the Investment Options; (ii) the selection, monitoring, retention, or termination of asset classes or investment options offered on the Platform; (iii) the management (except for the Services), administration, valuation, or custody of Plan assets; (iv) the administration of the Plan and any trust funding such Plan; (v) any investment decision of any nature whatsoever of another investment manager, Participant or other person with respect to the Plan or any account there under; (vi) the performance of any other investment manager; (vii) the failure of any other investment manager or fund manager to adhere to any of its policies and procedures governing investments; (viii) any change in value in any or all of the Plan's assets; (ix) any determination as to the suitability of the Guidelines; (x) any matters related to the fees charged to the Plan or the Participants for the Services; (xi) voting of proxies solicited by or with respect to any Investment Option; and (xii) selecting the share class for each Investment Option, if multiple share classes are available. The foregoing matters are solely the responsibility of the Plan Sponsor or its agents (other than MFIM).

**F. Investment Methodologies**

MFIM will retain sole control and discretion over the development of any investment methodologies needed with respect to the selection and/or monitoring of the Investment Options. All decisions regarding the selection of the Investment Options will be solely the responsibility of MFIM based on the Guidelines and limited to the Universe Options. MFIM will select the Investment Options through proprietary methodologies based on generally accepted investment principles. The investment methodologies used by MFIM will be developed by MFIM independently and without regard to any potential benefit to the Service Provider, any other issuer of Universe Options or their affiliates. MFIM will update and maintain any systems within a reasonable timeframe to ensure that they continue to meet generally accepted investment principles. The Service Provider will assist in communications between MFIM and Plan Sponsor but will not in any way influence or otherwise be responsible for the selection and/or monitoring of the Investment Options, and will not modify any advice or information provided by MFIM.

**G. Results Not Guaranteed**

MFIM and its affiliates do not and cannot warrant the results that may be attained from the Investment Options. Nothing in this Agreement will be construed as making MFIM an insurer or guarantor of any benefit or result, financial or otherwise, as a result of the provision of the Services.

### SECTION 3: FEES

The fees for the Services of MFIM under this Agreement are incorporated in the bundled fee payable to the Service Provider, and neither the Plan nor the Plan Sponsor will have any liability for additional fees payable to MFIM with respect to this Agreement. The fees received by MFIM for the Services are described further in Exhibit 1. The quarterly asset based fee shall be calculated based on the average plan assets during the prior quarter (i.e., the total plan assets at the end of each month of the quarter divided by three). The fees for fiduciary services may be adjusted only by the mutual agreement of the parties. Plan Sponsor acknowledges and authorizes Service Provider to pay these fees to MFIM, and acknowledges and agrees that such fees are reasonable compensation for the Services provided by MFIM.

### SECTION 4: TERM AND TERMINATION

- A. **Term.** Unless otherwise terminated as described in this Section 4, this Agreement shall be for a term of one (1) year (the “**Initial Term**”), effective as of the first date assets are invested in Investment Options following the Effective Date of the Agreement, and shall be automatically renewed for additional one (1) year periods, unless either party shall deliver to the other party a written notice of non-renewal at least thirty (30) business days prior to the date such renewal would take effect.
- B. **Termination.** Upon completion of the Initial Term, either party may terminate this Agreement, without reason, by providing the other party with thirty (30) business days’ prior written notice. The fees payable to MFIM under Section 3 for the Services shall accrue through the effective date of the termination.

The termination of this Agreement shall have no effect on any Service Agreement between Plan Sponsor and the Service Provider. If the Service Agreement between the Plan Sponsor and the Service Provider terminates, then this Agreement shall automatically terminate. This Agreement shall automatically terminate if the separate Services Agreement between MFIM and the Service Provider terminates.

### SECTION 5: INDEMNIFICATION

- A. **Acts of Others.** Except as provided by ERISA and this Agreement, MFIM will not be liable for the acts or omissions of any other person in respect of the Plan and its Participants, including, but not limited to, any acts or omissions of the Plan Sponsor and/or Service Provider.
- B. **Indemnity by the Plan Sponsor.** The Plan Sponsor will indemnify, defend and hold MFIM and its affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns (collectively, the “**Mesirow Indemnified Parties**”) harmless from and against any and all claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys’ fees) (“**Losses**”) arising from, out of or related to the Services or the Mesirow Indemnified Parties’ performance hereunder; provided, however, that the Plan Sponsor will not be liable to indemnify, defend and hold any Mesirow Indemnified Party harmless to the extent such Losses arise directly from MFIM’s (i) breach of its ERISA fiduciary duties in connection with the performance of Services hereunder, (ii) material breach of an obligation of MFIM under this Agreement that has a material adverse effect on the Plan or MFIM’s ability to perform the Services hereunder, or (iii) gross negligence or willful misconduct in connection with the performance of Services hereunder.

- C. **Indemnity by MFIM.** MFIM will indemnify, defend and hold the Plan Sponsor and its affiliates, members, directors, officers, shareholders, employees, representatives, agents (including, without limitation, financial advisors, brokers and other similar advisors), attorneys, successors and assigns (collectively, the “Plan Sponsor Indemnified Parties”) harmless from and against any and all Losses (as defined in the immediately preceding paragraph) solely to the extent such Losses arise directly from MFIM’s (i) breach of its ERISA fiduciary duties in connection with the performance of Services hereunder, (ii) material breach of an obligation of MFIM under this agreement that has a material adverse effect on the Plan or MFIM’s ability to perform the Services hereunder, or (iii) gross negligence or willful misconduct in connection with the performance of Services hereunder. MFIM shall only be liable for Losses arising under clauses (i), (ii) or (iii) of the immediate preceding sentence and shall not be liable or have any obligation with respect to any other Losses or damages. MFIM makes no express or implied warranties, and expressly disclaims all warranties of merchantability or fitness for a particular purpose or use. Without limiting any of the foregoing, in no event shall MFIM have any liability for any special, punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. This paragraph shall survive the termination of this agreement. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Plan, Plan participant or Plan Sponsor otherwise may have under ERISA or any securities law.

## SECTION 6: GENERAL PROVISIONS

- A. **Form ADV.** MFIM is registered as an investment adviser under applicable federal law. Part II of MFIM’s Form ADV contains additional information regarding MFIM and its services. A copy of MFIM’s Form ADV Part II has been distributed to the Service Provider and the Service Provider has agreed to deliver this document to the Plan Sponsor in conjunction with the execution of this Agreement. The Plan Sponsor’s signature hereunder acknowledges receipt of MFIM’s Form ADV Part II.
- B. **Dispute Resolution.** Except in the event that injunctive relief is being sought, any dispute arising out of or related to the Agreement that is not settled promptly in the ordinary course of business or through senior management negotiations, shall be resolved through mandatory binding arbitration consistent with the terms of Paragraph C in this Section 6.
- C. **Binding Arbitration.** Except in the event that injunctive relief is being sought, any controversy or claim arising out of or relating to the Agreement or the breach hereof which cannot be settled by the parties pursuant to Paragraph B in this Section 6, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”) as set forth herein. The parties shall endeavor to appoint a single arbitrator, and failing that, each party may select an arbitrator with knowledge of the types of Services provided for under this Agreement. Selection shall be completed within twenty (20) days of the receipt of a demand for arbitration. If either party fails to select an arbitrator within such twenty (20) day period, the one selected shall act as sole arbitrator. If two arbitrators have been selected, the two arbitrators selected shall select a third within fifteen (15) days after their selection. If they fail to do so, the third arbitrator shall be selected by the AAA. The arbitrators shall set a date of hearing no later than sixty (60) days from the date all arbitrators have been selected and shall enter a decision within thirty (30) day of the end of the proceeding. The arbitration proceeding shall take place in Chicago, Illinois. The award of any arbitration shall be final, conclusive, and binding on the parties hereto. The arbitrators may award any legal or equitable remedy. The arbitration award shall include an award of reasonable attorneys’ fees to the prevailing party. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.

- D. **Captions Not Determinative.** Titles and paragraph headings herein are for convenient reference only and are not part of this Agreement.
- E. **Independent Contractors.** MFIM and the Plan Sponsor are independent contractors to one another. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between both parties.
- F. **Force Majeure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.
- G. **Notice.** All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to the appropriate address below:

With respect to any service or process or legal notice:

Mesirow Financial Investment Management, Inc.  
353 N. Clark Street  
Chicago, IL 60654  
Attn: Investment Strategies Group

Including a copy to MFIM General Counsel at:

Mesirow Financial  
353 N. Clark Street  
Chicago, IL 60654  
Attn: General Counsel

With respect to address changes, customer service, and notice of termination:

Paychex, Inc.  
1175 John St.  
West Henrietta, NY 14586

With respect to notice to Plan Sponsor:  
The address and individual identified in the Exhibit 2.

- H. **Severability.** In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable, in a manner which reflects, as nearly as possible, the intent, and economic effect of the invalid provision in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

- I. **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- J. **Modification.** No representation or promise hereafter made, nor any modification or amendment of this Agreement shall be binding unless in writing and executed by duly authorized agents of both parties.
- K. **Counterparts.** This Agreement must be executed with the signature of Plan Sponsor and MFIM and may be executed in multiple counterparts, each of which shall be deemed binding for all purposes hereof.
- L. **Assignment.** Neither party may assign this Agreement nor any of the rights or obligations granted hereunder without the other party's prior written consent.
- M. **Governing Law.** Except to the extent preempted by Federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflicts of law principles. ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, INCLUDING ARBITRATION PROCEEDINGS, SHALL BE SO GOVERNED AND SHALL BE INSTITUTED IN COOK COUNTY, ILLINOIS, U.S.A. THE PARTIES HEREBY AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN COOK COUNTY, ILLINOIS FOR ANY ACTION OR PROCEEDING.
- N. **Survival.** The terms of Section 3, Fees; Section 4, Term and Termination; Section 5, Indemnification; and Section 6, General Provisions shall survive the expiration or termination of this Agreement.
- O. **Authority.** The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- P. **Entire Agreement.** Any Exhibit to this Agreement is hereby incorporated into and forms a part of this Agreement. This Agreement, and any Exhibit hereto, constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, marketing materials, understandings, and representations, written or oral, with respect to the subject matter addressed herein. The "Background" included at the beginning of this Agreement is hereby incorporated into this Agreement by this reference thereto.

## SECTION 7: ACKNOWLEDGEMENT, ACCEPTANCE AND AGREEMENTS

Plan Sponsor acknowledges, understands, and agrees that:

- A. MFIM has not provided assistance or exercised any discretion or authority, and will not provide assistance or exercise any discretion or authority, with respect to the Plan Sponsor's selection of the Guidelines or the overall line-up of investment options made available by the Service Provider.
- B. MFIM is responsible only for providing Plan Sponsor with the Services specifically set forth in this Agreement and not any other services.



- C. MFIM has no authority or responsibility with respect to: (i) the implementation by Service Provider of changes in the Investment Options made by MFIM; (ii) Service Provider's selection, monitoring, retention, or termination of asset classes or investment options available on the Platform; (iii) the management, administration, valuation, monitoring, or custody of assets of the Plan (other than monitoring of the Investment Options); (iv) the execution of any transactions involving Plan assets; (v) the allocation of Plan assets among Investment Options; (vi) any investment decision of any nature whatsoever of the Plan Sponsor, investment manager, participant or other person with respect to the Plan; (vii) the performance of any investment manager; (viii) the failure of any investment manager to adhere to any of its policies and procedures governing investments; (ix) any change in value in any or all of the Plan's assets; (x) any determination of suitability of the Guidelines; or (xi) selecting the share class for any Investment Option, if multiple share classes are available.
- D. MFIM has no discretionary authority for the selection of the Guidelines or the selection of the share class for any Investment Option, if multiple share classes are available. The Plan Sponsor shall retain all discretionary authority for selecting the Guidelines and the share class for any Investment Option, if multiple share classes are available. The Service Provider shall have no discretionary authority for the selection of the Guidelines or the selection of the Investment Options.
- E. If the Plan is subject to ERISA, Plan Sponsor is responsible for ensuring that the Plan satisfies all of the requirements of Section 404(c) of ERISA, except for the requirement that the Plan offer a broad range of investment alternatives as described in Department of Labor Regulation Section 2550.404c-1(b)(3).
- F. If the Plan is not subject to ERISA, Plan Sponsor is responsible for ensuring that:
- i. The following information is automatically provided to participants:
    - A description of the Investment Options available under the plan and, with respect to each Investment Option, a general description of the investment objectives and risk and return characteristics of each such option, including information relating to the type and diversification of assets comprising the portfolio of the Investment Option.
    - Identification of any designated investment managers.
    - An explanation of the circumstances under which participants and beneficiaries may give investment instructions and an explanation of any specified limitations on such instructions, including any restrictions on transfers to or from an Investment Option.
    - A description of any transaction fees and expenses which affect the participant's or beneficiary's account balance in connection with purchases or sales of interests in the Investment Options (e.g. commissions, sales loads, deferred sales charges, redemption or exchange fees).
    - In the case of an Investment Option which is subject to the Securities Act of 1933, a copy of the most recent prospectus provided to the plan.