Nonstandardized 403(b) ERISA Plan for 501(c)(3) Tax-Exempt Organizations

Summary Plan Description

Green Mountain Higher Education Consortium 403(b) Plan

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

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

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

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

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

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EMPLOYER INFORMATION

Who established the Plan?

Official name of the Plan: Green Mountain Higher Education Consortium 403(b) Plan

Employer who adopted the Plan: Green Mountain Higher Education Consortium

Business Address: 120 Graham Way, Suite 120

Business City: Shelburne **State:** VT **Zip:** 05482

Business Telephone Number: (802) 443-2330

Federal Tax Identification Number: 90-1113280

Plan Sequence Number: 001

Additional employers may also adopt the Plan. You may obtain a complete list of other employers adopting the Plan and their relationship to the Employer by submitting a written request to your Plan Administrator.

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

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

EFFECTIVE DATES

When did the Plan become effective?

Your Employer has amended and restated the Plan, which was originally adopted on 01/01/2018.

The effective date of this amended Plan is 05/20/2026.

ELIGIBILITY

Are there age and service requirements that I have to meet before I am eligible to participate in the Plan?

You will generally become eligible to participate in the Plan after you meet the age and service requirements for each type of contribution listed below and you are not a member of an excluded class of employees. Once you have met any age and service requirements, you will enter the Plan as indicated below.

NOTE: *Any requirements for Deferrals below will only apply if you can make Deferrals into another plan maintained by your Employer that does not have any age and service requirements.*

Pre-tax Elective Deferrals

Age Requirement	You are not required to satisfy an age requirement.
Service Requirement	You are not required to satisfy a service requirement.
Entry Date	Your entry date for this contribution type will be immediately upon meeting all applicable age and service requirements.

Roth Elective Deferrals

Age Requirement	You are not required to satisfy an age requirement.
Service Requirement	You are not required to satisfy a service requirement.
Entry Date	Your entry date for this contribution type will be immediately upon meeting all applicable age and service requirements.

Employer Match

Age Requirement	You must attain age 21.
Service Requirement	You are not required to satisfy a service requirement.
Entry Date	Your entry date for this contribution type will be immediately upon meeting all applicable age and service requirements.

Mandatory Employee

Age Requirement	You must attain age 21.
Service Requirement	You are not required to satisfy a service requirement.
Entry Date	Your entry date for this contribution type will be immediately upon meeting all applicable age and service requirements.

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

If I have met the age and service requirements, will I be eligible to participate in the Plan?

Even if you satisfied the age and service requirements, you will not be eligible to participate in the Plan for the contribution types listed below if you are a member of a class of employees that is excluded from participation in the Plan.

Pre-tax Elective Deferrals and Safe Harbor

- You normally work fewer than 20 hours per week.

Roth Elective Deferrals

- You normally work fewer than 20 hours per week.

Employer Match

- You normally work fewer than 20 hours per week.
- You are an individual who became an employee of the Employer as a result of a recent merger, acquisition, or similar transaction.

Mandatory Employee

- You normally work fewer than 20 hours per week.
- You are an individual who became an employee of the Employer as a result of a recent merger, acquisition, or similar transaction.

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

If your Plan has excluded classes of employees, members of these excluded classes will not be able to contribute to the Plan. As a result, you will continue to participate in the Plan as long as you do not become a member of an excluded class. However, your years of vesting service will continue to accumulate as long as you are still employed by the Employer.

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

If you had met the eligibility requirements and were a Participant in the Plan before terminating employment and are later rehired, you will be able to participate in the Plan immediately unless you fall into one of the categories of excluded employees.

Can I contribute to the Plan?

Elective Deferrals

The Plan allows you to make pre-tax and Roth Deferral contributions. You will be able to contribute a portion of your Compensation as a Deferral once you have met the eligibility requirements and entered the Plan.

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

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

If you choose the Roth Deferral option, Roth Deferrals are contributed to the Plan from amounts that have already been treated as taxable income. Roth Deferrals will not reduce your taxable income in the year in which it is paid by your Employer. Instead, the benefit of making Roth contributions comes when you take a payment from the Plan because both the contributions and the earnings on those contributions are paid out tax free as long as you meet certain requirements for a qualified payment.

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

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

Your Employer allows you to contribute any dollar amount or percentage of your Compensation up to the limits permitted by the law and regulations governing 403(b) plans to the Plan each year as Deferrals.

The maximum dollar amount that you can contribute to the Plan each year is $24,500 (for 2026), and this amount includes contributions you make to other deferral plans (for example, other 403(b) plans, salary deferral SEP plans, 401(k) plans). This amount will increase as the cost-of-living increases. Both pre-tax Deferrals and Roth Deferrals, if applicable, are taken into account when calculating this limit. Your Employer may further limit the amount that you can contribute to the Plan to help the Plan satisfy certain testing requirements. Your Employer will notify you if you are a Highly Compensated Employee and are subject to these special limits.

Separate Deferral Election for Bonuses

You may not make a separate Deferral election to apply to bonuses that you receive. The Deferral amount or percentage taken from each paycheck will also apply to your bonuses.

Catch-Up Contributions

You may defer up to an extra $8,000 (for 2026) if you are age 50 or older before the end of the calendar year and once you meet certain Plan limits. The maximum catch-up amount will increase as the cost-of-living increases.

If I make a specific election, will the amount of my contributions automatically increase?

No. Your Deferral election will remain the same until you change the amount you are deferring.

Am I allowed to make Nondeductible Employee Contributions to this Plan?

Yes. Nondeductible Employee Contributions may be made to the Plan.

Nondeductible Employee Contributions are contributed to the Plan from amounts that have already been treated as taxable income. These contributions will not reduce your taxable income in the year in which you contribute a portion of your Compensation into the Plan, but will be tax-free when distributed from the Plan.

Earnings on Nondeductible Employee Contributions will not be taxed until you take a distribution from the Plan. Unlike Roth Deferrals, the earnings on Nondeductible Employee Contributions are never tax-free.

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

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

How do I start making contributions?

To begin deferring a portion of your Compensation into the Plan, you must follow the Deferral election process provided to you by your Plan Administrator.

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

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

You may also change the amount of your Deferrals that are characterized as pre-tax versus Roth Deferrals as often as listed above for changing the amount of your Deferrals. This change will apply only to new Deferrals and will not change the tax character of Deferrals already contributed to the Plan.

What if I contribute too much to the Plan?

If you contribute too much to the Plan as a Deferral, you must take the excess amount (including any earnings on the excess) out of the Plan by April 15 of the year following the year the money was contributed to the Plan. You must notify your Plan Administrator, in writing, of the excess amount by March 1.

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

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

You must contribute a portion of your Compensation as a Mandatory Employee Contribution once you have met the eligibility requirements and have entered the Plan. The amount that will be automatically withheld is 1 percent.

What if I don’t make an election to contribute into the Plan?

You are not required to defer a portion of your Compensation into the Plan. If you elect 0% using the procedure established by your Plan Administrator (or you simply fail to make a Deferral election), you will not be enrolled in the Plan as a deferring Participant (that is, 0% of your Compensation will be deferred into the Plan).

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

Matching Contributions

Yes. Each year that you contribute a portion of your Compensation into the Plan and meet any additional conditions outlined below, your Employer may choose to make a contribution to the Plan as a Matching Contribution on your behalf.

Matching Contributions will be made with respect to the following employee contributions.

- Pre-tax Deferrals not including catch-up contributions
- Roth Deferrals not including catch-up contributions
- Catch-up Contributions designated as Pre-tax Deferrals
- Catch-up Contributions designated as Roth Deferrals

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

Matching Contribution Formula

<u>Discretionary Match</u> – The amount of the Matching Contribution will be determined by your Employer. Some years, your Employer may choose not to make a Matching Contribution.

The amount of your Matching Contribution will be determined based upon your Compensation and contributions into the Plan during each payroll period.

Additional Requirements for Receiving Matching Contributions

No additional requirements apply.

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

Qualified Nonelective Contributions

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

If I have money in other retirement plans, can I combine it with my money in this Plan?

Rollover Contributions

Yes. You will be allowed to roll over money you have saved in other retirement arrangements into this Plan unless you are part of any excluded class of employees.

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

- Qualified plans –

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

  - Nondeductible Employee Contributions
  - Roth Deferrals
- 403(b) plans –

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

  - Nondeductible Employee Contributions
  - Roth Deferrals
- Governmental 457(b) plans –

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

  - Nondeductible Employee Contributions
  - Roth Deferrals

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

- Qualified plans
- 403(b) plans
- Governmental 457(b) plans

Roth Deferral earnings will be accepted as indirect rollover contributions into the Plan.

Pre-tax portions of Individual Retirement Arrangement (IRA) rollovers will be accepted as rollover contributions into the Plan.

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

If you take a Lifetime Income Investment Distribution from another retirement arrangement, you will be able to roll over such distribution to your Plan if the distribution was taken from one of the permissible types of plans indicated in the Plan's rollover rules. The Plan's rules regarding rollover contributions apply to the rollover of such Lifetime Income Investment Distributions.

Repayments

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

Transfer Contributions

No. You will not be allowed to transfer dollars you have saved in other retirement arrangements into this Plan.

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

Contact your Plan Administrator for more information about your options under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

VESTING AND FORFEITURES

Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan?
Like the amounts that you contribute to the Plan as Deferrals, Mandatory Employee Contributions, Nondeductible Employee Contributions or rollover contributions, the following types of contributions that your Employer made to the Plan on your behalf will always be 100% vested and cannot be forfeited, even if you terminate employment or become ineligible to participate in the Plan.

- QNECs

The following contributions contributed to the Plan by your Employer will be subject to vesting schedules. If the applicable vesting schedule does not provide for immediate 100% vesting, the contributions could be forfeited if you terminate your employment or experience a break in service. However, you will earn the right to a greater portion of these contributions the longer you work for your Employer, as outlined in the schedules below.

- Matching Contributions

EXAMPLE: Your Employer has selected a vesting schedule for:

- Matching Contributions

The vesting schedule will provide 0% vesting if you have one year of vesting service, 20% vesting if you have two years of vesting service, 40% vesting if you have three years of vesting service, 60% vesting if you have four years of vesting service, 80% vesting if you have five years of vesting service, and 100% vesting if you have six years or more of vesting service. You have worked for your Employer for four years and have received Employer contributions subject to this vesting schedule of $1,000. You terminate employment and request a distribution of the contributions that your Employer contributed to the Plan on your behalf. Because you have four years of vesting service, you will receive 60% (or $600).

Matching Contributions
If your Employer makes or has made Matching Contributions, including Additional safe harbor Matching Contributions, or QACA Additional safe harbor Matching Contributions, the following vesting schedule will apply.

Vesting Schedule for Matching Contributions

YEARS OF SERVICE (PERIODS OF SERVICE, IF APPLICABLE)	VESTED PERCENTAGE
Less than 1 Year of Service	100%
1 Year of Service	100%
2 Years of Service	100%
3 Years of Service	100%
4 Years of Service	100%
5 Years of Service	100%
6 Years of Service	100%

Year of Vesting Service
You will be credited with a year of vesting service if you worked at least 1,000 hours during the vesting measuring period. You will need to work more than 500 hours to avoid a break in vesting service.

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

How will my vesting credit be affected if I am rehired after termination of employment?
You will receive credit for vesting service that occurred before your break in service.

DISTRIBUTIONS AND LOANS

The distribution options specific to Deferrals below will also apply to the following types of contributions.

- QNEC

The distribution options indicated for Employer Nonelective Contributions will also apply to the following types of contributions.

- Mandatory Employee contributions

Will I ever be required to take my money out of the Plan?
When you are required to take your money out of the Plan varies depending on your Plan balance, your age, and whether you are still employed.

Cashouts at Termination of Employment
The Plan has a cashout level of $1,000.

This means that if your vested balance at the time you terminate from employment is less than or equal to the cashout level, you must take it out of the Plan when you terminate employment. Your Plan Administrator may pay this amount to you in cash or roll it over to an individual retirement arrangement (IRA) on your behalf, if you do not direct the Plan Administrator otherwise.

If your balance is greater than the cashout level indicated above or $5,000 if no cashout level is indicated above, even if you terminate service, you are not required to take a distribution from the Plan until the required distribution rules apply to you. However, if your Employer chooses, your balance may be immediately distributed to you if you have separated from service and reached the later of age 62 or the Plan's Normal Retirement Age.

Rollover contributions will be included in determining your balance for these cashout purposes. If you have both pre-tax Deferrals and Roth Deferrals in the Plan, special calculation rules for determining the amount to be rolled over may apply.

Required Minimum Distributions
You will be required to begin taking required minimum distributions (RMDs) upon your Required Beginning Date. These distributions will generally be required to start when you attain age 70½. The Plan's Required Beginning Date is the age specified in your Individual Agreement.

Will my vested account balance be available to me if I terminate employment before I reach Normal Retirement Age?
Yes, if you terminate employment before you reach Normal Retirement Age, you may access the vested portion of your balance from the following contributions.

- Elective Deferrals
- Employer Nonelective Contributions held in Custodial Accounts
- Matching Contributions held in Custodial Accounts

Can I withdraw money from the Plan while I am still employed?
The Plan is designed to help you build an account that will help support you during your retirement years. However, you may be able to take certain distributions from the Plan while you are still working for your Employer, as indicated below and as allowed by your Individual Agreement.

In-Service Distributions
You may request a distribution while you are still employed from the following Plan accounts.

- Rollover contributions at any time
- Deferrals, but only after you reach age 59 1/2
- Deferrals, but only if you incur a deemed severance because you are on active duty in the uniformed services for a period of more than 30 days without severing from employment with your Employer.
- Deferrals, but only if you were called to active military duty after September 11, 2001, for a period of at least 180 days or an indefinite period, and your distributions are taken after you were called to duty and before your active duty ended

You may request a distribution from the following contributions if you become Disabled.

- Deferrals
- Employer Nonelective Contributions held in custodial accounts
- Matching Contributions held in custodial accounts

You may request a distribution from your Matching Contributions held in custodial accounts if the following conditions are satisfied and the distribution is allowed by your Individual Agreement.

- You reach age 59½.

You may request a distribution from your Employer Nonelective Contributions held in custodial accounts if the following conditions are satisfied and the distribution is allowed by your Individual Agreement.

- You reach age 59½.

Hardship Distributions

You may request a distribution from the following contributions if you have a financial hardship and the distribution is allowed by your Individual Agreement.

- Pre-tax Deferrals, including any earnings
- Roth Deferrals, including any earnings
- Matching Contributions held in annuity contracts

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

Before you take a hardship distribution, you must take all other distributions, excluding nontaxable loans, available to you under the Plan.

If you take a hardship distribution of Deferrals, any six-month restriction that was in place on making Deferrals (and Nondeductible Employee Contributions, if applicable) will not continue during the Plan Year beginning on or after January 1, 2019. If you take a hardship distribution on or after January 1, 2020, you will be eligible to make Deferrals (and Nondeductible Employee Contributions, if applicable) immediately following the hardship distribution.

If you are under age 59½, the taxable portion of the amount you take out of the Plan as a hardship distribution will generally be subject to a 10% penalty tax. There are some exceptions to the 10% penalty. Your tax advisor can assist you in determining whether you qualify for a penalty exception.

Qualified Birth or Adoption Distributions

If it is allowed by your Individual Agreement, you may take a Qualified Birth or Adoption Distribution of up to $5,000 from the following contribution types within the one-year period beginning on the date your child is born or the adoption of your eligible adoptee is finalized. Contact your Plan Administrator for more information or if you have questions.

- Deferrals
- Employer Nonelective Contributions held in custodial accounts
- Matching Contributions held in custodial accounts

Lifetime Income Investments

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

How will my money be distributed to me if my balance is less than the cashout level or if I request a distribution from the Plan?

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

If you request a distribution, you may choose from the following forms of distribution.

- Lump sum
- Non-recurring partial payments

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

How do I request a distribution?

You (or your beneficiary) must follow the procedures defined by the Plan Administrator for processing distributions.

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

If you die, become Disabled, or reach Normal Retirement Age and you qualify for and request a distribution, your distribution will begin (subject to your Individual Agreement) as soon as administratively feasible after the date you (or your beneficiary, in the case of your death) request a distribution.

If you terminate your employment and you qualify for and request a distribution, your distribution will begin (subject to your Individual Agreement) as soon as administratively feasible after the date you request a distribution.

What if I die before receiving all of my money from the Plan?

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

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

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

If you die before your Required Beginning Date, your Individual Agreement will provide the options that are available to your beneficiary.

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

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

Spousal Consent Rules Do NOT Apply to the Plan (the Retirement Equity Act safe harbor applies)

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

Do any penalties or restrictions apply to my distributions?

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

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

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

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

What if the Plan is terminated?

If the Plan is terminated, you will be required to take your entire account balance from the Plan.

Can I take a loan from the Plan?

Yes. Although the Plan is designed primarily to help you save for retirement, you may take a loan from the Plan (if allowed by your Individual Agreement) for any purpose.

You will be permitted to have only 1 loan(s) outstanding at any time.

The maximum loan amount available to you will be

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

No loans will be issued for less than $1,000.00. A portion of your Plan balance will be pledged as security for your loan.

No loans that are taken on or after December 21, 2019, will be available to you using a credit card or similar arrangement.

How do I apply for a loan?

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

You can contact your loan administrator at:

Business Address:	120 Graham Way, Suite 120
	Shelburne, VT 05482
Business Telephone:	(802) 443-2330

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

- The vested portion of your account balance
- The term of a residential loan is limited to 180 months

The interest rate for your loan will be computed using the prime rate (as specified in the Wall Street Journal) plus 1%.

What happens if I don't repay my loan?

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

- Failure to remit payment in a timely manner as required under the loan agreement
- Breach of any of your obligations or duties under the loan agreement
- Terminating employment

If you default on your loan for failing to make your scheduled loan payments, you will not be taxed on the taxable portion of the outstanding loan balance (plus interest) if you make up the missed payments by the end of the calendar quarter following the calendar quarter in which the default occurred.

If you have a loan outstanding when you terminate employment and terminating employment is a loan default event, you will not be taxed on the taxable portion of the outstanding loan balance (plus interest) if you repay the loan by the end of the calendar quarter following the calendar quarter during which the default occurred.

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

Your Plan Administrator (the Employer) is responsible for the day-to-day administration of the Plan. To assist in operating the Plan efficiently and accurately, your Plan Administrator may appoint others to act on its behalf or to perform certain functions.

Who pays the expenses for operating the Plan?

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

Does my Employer have the right to change the Plan?

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

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

- A Participant who has not incurred a Severance from Employment but has incurred a Deemed Severance from Employment will be entitled to request an in-service distribution of their Individual Account attributable to Employer Contributions.

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

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

Can creditors or other individuals request a payment from my Plan balance?

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

How do I file a claim?

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

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

Non-Disability Determination

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

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

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

i. The specific reason or reasons for the Adverse Determination
ii. Reference to the specific section of the Plan upon which the Adverse Determination is based
iii. A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary

iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review

Disability Determination

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

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

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

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

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

May I appeal the decision of the Plan Administrator?

Non-Disability Determination

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

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

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

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

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

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

i. The specific reason or reasons for the Adverse Determination
ii. Reference to the specific section of the Plan on which the Adverse Determination is based
iii. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim
iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA

Disability Determination

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

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

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

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

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

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

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

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

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

In the case of an Adverse Determination, the notification will include the following.

i. The specific reason or reasons for the Adverse Determination
ii. Reference to the specific section of the Plan on which the Adverse Determination is based
iii. A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim
iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA, including any contract limitation period that applies to your right to bring such action and the calendar date upon which the limitation period expires
v. A discussion of the decision, including an explanation of the basis for disagreeing with or not following
    - the views you presented to the Plan of the health care professionals treating you and the vocational professionals who evaluated you
    - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your Adverse Determination, without regard to whether the advice was relied upon in making the benefit determination
    - a disability determination you presented the Plan made by the Social Security Administration

vi. If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request
vii. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was relied upon in making the Adverse Determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist

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

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

Green Mountain Higher Education Consortium

120 Graham Way, Suite 120

Shelburne, VT, 05482

The Plan Administrator can also be served with required legal documents.

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

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

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

What are my legal rights and protections under the Plan?

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

Receive Information About Your Plan and Benefits

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied, or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds your claim is frivolous.

Assistance With Your Questions

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

Further, if this Plan is maintained by more than one employer, you may obtain a complete list of all such employers by making a written request to the Plan Administrator.

INVESTING YOUR PLAN ACCOUNT

What investments are permitted under the Plan?

Your Plan Administrator (or someone appointed by your Plan Administrator) will select a list of investments that will be available under the Plan. The list of Plan investments may change from time to time as the Plan Administrator considers appropriate investment alternatives.

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

Yes, you have the right to decide how some or all of your Plan account will be invested. The Plan Administrator and vendor(s) will establish administrative procedures that you must follow to select your investments. You may choose from those options available only from approved vendors eligible under the Plan to accept your contributions. The Plan Administrator can provide a list of approved vendors. If you do not select investments for your Plan account, the Plan Administrator will determine how your account will be invested.

The Plan Administrator will permit you to select the investments for your entire account.

The Plan Administrator intends to operate this Plan in compliance with the requirements pertaining to Participant direction of investments in Section 404(c) of ERISA, and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that the Plan Administrator and others in charge of the Plan will not be responsible for any losses that result from investment instructions given to them by you or your beneficiary.

How frequently can I change my investment elections?

You may change your investment selections at such times as determined by the Plan Administrator.

DEFINITIONS

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

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

Deferrals

Mandatory Employee Contributions

General Compensation Definition	*W-2 Wages* – In general, the amount of your earnings from your Employer taken into account under the Plan is all earnings reported to you on Form W-2.
Compensation Measuring Period	The measuring period for Compensation will be the Plan Year and will include all of a Participant’s compensation paid during the measuring period.
Adjustments to Compensation	Amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) plan, a 414(h) governmental pick-up plan, a 457 deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits that you receive will be included in compensation.
Exclusions from Compensation	The following items will be specifically excluded from the definition of compensation.

	Reimbursements or other expense allowances, fringe benefits (cash & noncash), moving expenses, deferred compensation and welfare benefits
	leave of absence pay

Matching Contributions

General Compensation Definition	*W-2 Wages* – In general, the amount of your earnings from your Employer taken into account under the Plan is all earnings reported to you on Form W-2.
Compensation Measuring Period	The measuring period for compensation will be the Plan Year and will include all of a Participant's compensation paid during the measuring period.
Adjustments to Compensation	Amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) plan, a 414(h) governmental pick-up plan, a 457 deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits that you receive will be <u>included</u> in compensation.
Exclusions from Compensation	The following items will be specifically excluded from the definition of compensation.
	Reimbursements or other expense allowances, fringe benefits (cash & noncash), moving expenses, deferred compensation and welfare benefits
	leave of absence pay

Amounts you receive as Difficulty of Care Payments will be included in the definition of Compensation for the Plan.

Amounts deemed to be compensation (Code Section 125) that relate to an automatic enrollment cafeteria plan where you fail to provide proof of insurance will be <u>excluded</u> when determining your Compensation.

Post-severance payments of unused accrued sick, vacation, or other leave that you are entitled to cash out will be <u>included</u>.

Post-severance payments of deferred compensation that is paid from a nonqualified plan will be <u>included</u>.

If you receive payments from your Employer within 2½ months after severing your employment, any regular pay for services you performed before severance will be included in compensation, unless otherwise noted above.

Compensation Limit
The maximum amount of your Compensation that will be taken into account under the Plan is $360,000 (for 2026). This amount will increase as the cost-of-living increases.

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

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

Disabled – Unless your Individual Agreement provides an alternative definition, you will be considered disabled if you cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to result in death or last at least 12 months.

Early Retirement Age – There is no Early Retirement Age designated under the Plan.

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

Employer – The Employer who adopted this Plan is Green Mountain Higher Education Consortium. Your Employer will also serve as the Plan Administrator, as defined in the Employee Retirement Income Security Act (ERISA), who is responsible for the day-to-day operations and decisions regarding the Plan, unless a separate Plan Administrator is appointed for all or some of the Plan responsibilities.

Highly Compensated Employee – A Highly Compensated Employee is any employee who
1. was more than a 5% owner at any time during the year or the previous year, or
2. for the previous year had compensation from the Employer greater than $160,000 (for 2026). This amount will increase as the cost-of-living increases.

Additional provisions selected by the Employer may impact the definition of a Highly Compensated Employee. Contact your Plan Administrator for additional details.

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

For purposes of determining your eligibility to participate in the Plan, an hour of service will be based on the hours of service method. You will get service credit for the actual hours for which you are paid or entitled to pay.

For purposes of determining your eligibility to receive Employer contributions, an hour of service will be based on the hours of service method. You will get service credit for the actual hours for which you are paid or entitled to pay.

For purposes of determining the vested percentage of your benefits under the Plan, an hour of service will be based on the hours of service method. You will get service credit for the actual hours for which you are paid or entitled to pay.

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

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

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

Matching Contribution – A Matching Contribution is a contribution your Employer may make into the Plan based on the formula in the Plan document and on the amount of Deferrals (and/or Nondeductible Employee Contributions) you contribute to the Plan.

Nondeductible Employee Contribution – A Nondeductible Employee Contribution is the amount you contribute to the Plan on an after-tax (non-Roth) basis. The earnings on these contributions accumulate on a tax-deferred basis until paid out of the Plan.

Normal Retirement Age – Your attainment of age 65.

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

Plan – The Plan described in this Summary Plan Description is the Green Mountain Higher Education Consortium 403(b) Plan.

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

Plan Year – The Plan Year is the calendar year.

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

Qualified Nonelective Contribution – A Qualified Nonelective Contribution (QNEC) is a contribution your Employer may make into the Plan to satisfy certain nondiscrimination tests that apply to the Plan. Your Employer may also make a QNEC based on the formula in the Plan document each year for those who meet the eligibility requirements for a QNEC. Your eligibility to receive a QNEC does not depend on whether you make Deferrals. A QNEC contribution is 100 percent vested when made.

Required Beginning Date – When you reach the age specified in your Individual Agreement you will generally need to begin taking a portion of your balance out of the Plan each year. This distribution is called a required minimum distribution, or RMD.

Tax Year End – Your Employer's Tax Year End is 06/30.

403(b) Retirement Plan Loan Policy

NOTE: *Unless otherwise indicated, options selected for Elective Deferrals will apply to Qualified Nonelective Contributions, ACP Test Safe Harbor Contributions, and QACA ACP Test Safe Harbor Contributions, as applicable, unless otherwise limited under the Code and other legislative and regulatory guidance. Options selected for Matching Contributions will apply to Additional ACP Test Safe Harbor Matching Contributions and QACA Additional ACP Test Safe Harbor Matching Contributions, as applicable. Options selected for Employer Nonelective contributions will apply to Mandatory Employee Contributions, if applicable.*

PLAN INFORMATION

Employer Name: Green Mountain Higher Education Consortium

Plan Name: Green Mountain Higher Education Consortium 403(b) Plan

Plan Sequence Number: 001

Plan Year End: 12/31

Plan ID Number: 424941

EFFECTIVE DATE

The effective date of this Plan's loan program is 05/20/2026.

LOAN ADMINISTRATOR

The person responsible for administering the loan program is Green Mountain Higher Education Consortium.

Business Address: 120 Graham Way, Suite 120

Business City: Shelburne Business State: VT Business Zip: 05482

Business Telephone Number: (802) 443-2330

LOAN APPLICATION PROCEDURE

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

No additional steps necessary.

LIMITATIONS ON TYPES OF LOANS

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

- ☑ any.
- ☐ purchase of a principal residence.
- ☐ post-secondary tuition for the borrower or their immediate family.
- ☐ medical expenses for the borrower or their immediate family.
- ☐ rent or mortgage payments to prevent eviction from or foreclosure on the borrower's principal residence.
- ☐ funeral expenses.
- ☐ uninsured damage to principal residence (under Internal Revenue Code Section 165).
- ☐ other: ____.

LIMITATIONS ON LOANS BY MONEY TYPE – SECURITY

All money types will be allowed to secure a loan except for the money types checked below.

- ☐ pre-tax deferrals.
- ☐ Roth elective deferrals.
- ☐ matching contributions.
- ☐ employer nonelective contributions.
- ☐ other: ____.

LIMITATIONS ON LOANS BY MONEY TYPE – DISTRIBUTION

All money types will be available to fund a loan distribution except for the money types checked below.

- ☑ pre-tax deferrals.
- ☑ Roth elective deferrals.
- ☑ matching contributions.
- ☑ employer nonelective contributions.
- ☑ other: ____.

LIMITATIONS ON LOANS BY INVESTMENT TYPE

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

- ☐ all Plan assets.
- ☑ mutual funds.
- ☑ other: ____.

LOAN APPROVAL STANDARDS

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

- ☐ the value of the applicant's vested individual account balance.
- ☐ other: <u>The term of a residential loan is limited to 180 months.</u>

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

NUMBER OF LOANS

The maximum number of outstanding loans the borrower may have at any time is 1.

LOAN PRINCIPAL LIMITATIONS

Loans from this Plan shall be in a minimum amount of $1,000.00.

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

Loan limitations include:

- ☐ the maximum amount of all loans outstanding cannot exceed the lesser of one-half of the borrower's vested individual account balance (reduced by the current outstanding loan balance, if any) or $50,000 (reduced by the highest outstanding loan balance in the previous 12 months).
- ☑ other: ____.

INTEREST CALCULATIONS

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

- ☑ prime rate (as specified in the Wall Street Journal).
- ☐ prime rate (as specified in the Wall Street Journal) plus 1 percent.
- ☑ other: ____.

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

COLLATERAL PLEDGE

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

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

DEFAULT PROVISIONS

The following will be considered acts of default under this Plan loan program.

- ☑ Failure to remit payment in a timely manner as required under the loan agreement.
- ☑ Breach of any of the borrower's obligations or duties under the loan agreement.
- ☑ Separation from service.
- ☐ other: ____.

CURE PERIOD AFTER DEFAULT DUE TO FAILURE TO REMIT PAYMENTS

Will this Plan allow for a cure period when a loan is in default due to a failure to remit payments in a timely manner?

- ☑ yes, this Plan allows for a cure period. The loan will not be treated as a taxable distribution until the end of the quarter following the quarter in which the default occurred.
- ☐ yes, this Plan allows for a cure period. The loan will not be treated as a taxable distribution until: ___________________________.
- ☐ no, this Plan does not allow for a cure period. The loan will be treated as a taxable distribution on the date the default occurs.

CURE PERIOD AFTER DEFAULT DUE TO SEPARATION FROM SERVICE

If this Plan defaults loans due to separation from service, will this Plan allow for a cure period before the loan is treated as a taxable distribution?

- ☑ yes, this Plan allows for a cure period after separation from service. The loan will not be treated as a taxable distribution until the end of the quarter following the quarter in which the default occurred.
- ☐ yes, this Plan allows for a cure period after separation from service. The loan will not be treated as a taxable distribution until: ____.
- ☐ no, this Plan does not allow for a cure period after separation from service. Unless paid in full immediately, the loan will be treated as a taxable distribution upon separation from service.

OFFSET PROVISIONS

When will the loan administrator offset a loan?

- ☑ upon separation from service (only if separation from service is a distribution trigger under this Plan) .
- ☐ upon a lump sum distribution following separation from service.
- ☑ other: Upon plan termination.

NOTE: *The borrower must have reached a distribution trigger under this Plan in order for a loan to be offset. The borrower may request a loan offset upon any distribution event.*

SUSPENSION PROVISIONS

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

- ☑ yes, for 12 months for a bona fide leave of absence.
- ☑ yes, for the entire time the borrower is on qualified military leave.
- ☐ no.

ROLLOVER PROVISIONS

Will this Plan allow for the rollover of loans?

- ☐ yes, this Plan will accept rollovers of loans into this Plan.
- ☐ yes, this Plan will allow rollovers of loans out of this Plan.
- ☑ no.

TRANSFER PROVISIONS

Will this Plan allow for the transfer of loans?

- ☐ yes, this Plan will accept transfers of loans into this Plan.
- ☐ yes, this Plan will allow transfers of loans out of this Plan.
- ☑ no.

REFINANCE PROVISIONS

Will this Plan allow for the refinancing of loans?

- ☑ yes.
- ☐ no.

PAYROLL DEDUCTION REQUIREMENT

Must the borrower make loan payments on a non-deemed loan through a payroll deduction arrangement?

- ☐ yes.
- ☑ no.

LOAN REPAYMENT SCHEDULE

How often must loan payments be made?

- ☑ quarterly.
- ☑ monthly.
- ☑ bi-weekly.
- ☑ weekly.
- ☐ on a payroll basis.
- ☑ other: ____________________________________.

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