

RHODE ISLAND COMMUNITY FOOD BANK ASSOCIATION 403(B) PLAN

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ADOPTION AGREEMENT #001
NON-ERISA 403(b) PLAN
Without Retirement Income Account
Alternative Three for 501(c)(3) Organizations

NOTE: This plan document is intended for use by a 403(b) plan that is not subject to ERISA. 501(c)(3) organizations that do not intend to meet the Department of Labor ERISA Safe Harbor Exemption under 29 C.F.R. section 2510.3-2(f) may not use this document.

The undersigned Adopting Employer hereby adopts this Plan. The Plan is intended to be tax-favored under Code sections 403(b) and 501(a), respectively. The Plan will consist of this Adoption Agreement, its related Basic Plan Document and any related appendix or addendum to the Adoption Agreement. Unless otherwise indicated, all section references are to sections in the Basic Plan Document.

ADOPTING EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-13 below.

1. Name of adopting employer (Plan Sponsor): Rhode Island Community Food Bank Association
2. Address: 200 Niantic Avenue
3. City: Providence
4. State: Rhode Island
5. Zip: 02907-3150
6. Phone number: 401-942-6325
7. Fax number: _____
8. Plan Sponsor EIN: 05-0395601
9. Plan Sponsor fiscal year end: June 30
10. Entity Type
 - a. Plan Sponsor entity type:
 1. ☐ Public education organization (Code section 170(b)(1)(A)(ii))
 2. ☒ Tax-Exempt Organization under Code section 501(c)(3)
 3. ☐ Indian tribal government public school (Code section 7871(a)(6)(B))
 4. ☐ Church or Qualified Church-Controlled Organization
 5. ☐ Other: _____
 - b. If entity type is "Other", how does the Plan Sponsor qualify to establish and maintain a 403(b) plan:
 1. ☐ Public education organization (Code section 170(b)(1)(A)(ii))
 2. ☐ Tax-Exempt Organization under Code section 501(c)(3)
 3. ☐ Indian tribal government public school (Code section 7871(a)(6)(B))
 4. ☐ Church or Qualified Church-Controlled Organization
 5. ☐ State or local Governmental Organization that is also a 501(c)(3) organization

NOTE: If the Plan Sponsor entity type is "Tax-Exempt Organization under Code section 501(c)(3)" the Plan Sponsor is indicating that they intend to meet the Department of Labor ERISA Safe Harbor Exemption under 29 C.F.R. section 2510.3-2(f). This includes limiting contributions to Employee contributions and limited involvement on the part of the Plan Sponsor including the prohibition on making discretionary determinations.

11. State of organization of Plan Sponsor: Rhode Island
12. **Affiliated Service Groups**
☐ The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): _____
NOTE: Affiliated service group members must have the approval of the Plan Sponsor to adopt and participate in the Plan.
NOTE: Listing affiliated service group members is for information purposes only and is optional.
13. **Controlled Groups**
☐ The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): _____
NOTE: Controlled group members must have the approval of the Plan Sponsor to adopt and participate in the Plan.
NOTE: Listing controlled group members is for information purposes only and is optional.

PLAN INFORMATION

A. GENERAL INFORMATION**Plan Name/Effective Date**

1. Plan Number: 002
2. Plan name:
 - a. Rhode Island Community Food Bank Association 403(b) Plan
 - b. _____

3. Effective Date

- a. Original effective date of Plan: January 1, 1998
- b. ☒ This is a restatement of a previously-adopted plan. Effective date of Plan restatement: January 1, 2020

NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.

NOTE: If A.3b is not selected, the Effective Date of the Plan will be the date specified in A.3a. If A.3b is selected, the Effective Date of the restatement will be the date specified in A.3b. However if the Adoption Agreement states another specific effective date for any Plan provision, such stated specific effective date will apply to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.

NOTE: The effective date of this restatement cannot be earlier than January 1, 2009.

4. Plan Year

- a. Plan Year means each 12-consecutive month period ending on December 31 (e.g. December 31)
- b. ☐ The Plan has a short Plan Year. The short Plan Year begins _____ and ends _____

5. Limitation Year means:

- a. ☒ Plan Year
- b. ☐ calendar year
- c. ☐ other (e.g., Employer's Fiscal Year): _____

NOTE: If A.5c is selected, the Limitation Year must be a consecutive 12-month period. This includes a year with an annual period varying from 52 to 53 weeks, as long as the year satisfies the requirements of Code section 441(f).

6. Frozen Plan

- ☐ The Plan is frozen as to eligibility and benefits effective _____

NOTE: If A.6 is selected, no Eligible Employee will become a Participant, no Participant will be eligible to further participate in the Plan, and no contributions will accrue as of and after the date specified.

Plan Features**7. Elective Deferrals**

- a. Elective Deferrals are permitted.
 - i. ☒ Yes
 - ii. ☐ Formerly Allowed
 - iii. ☐ No
- b. Roth Elective Deferrals are permitted.
 - i. ☐ Yes
 - ii. ☐ Formerly Allowed
 - iii. ☒ No

NOTE: If "No" is selected in A.7a, questions regarding Elective Deferrals are disregarded.

8. Voluntary After-Tax Contributions

Voluntary After-Tax Contributions are permitted.

- a. ☐ Yes
- b. ☐ Formerly Allowed
- c. ☒ No

NOTE: If "No", questions regarding Voluntary After-Tax Contributions are disregarded.

9. Plan Features Effective Dates

- a. ☐ There is a special effective date for one or more features specified in A.7 through A.8. The special effective date(s) that occur after the Effective Date specified in A.3 is/are: _____
- b. ☐ A previous Plan amendment eliminated one or more of the features specified in A.7 through A.8. Specify any provisions that apply to the eliminated Plan features: _____

NOTE: If A.9a is selected, indicate the feature and the effective date of the feature. The effective date must be after the Effective Date specified in A.3.

NOTE: Elective Deferrals will be effective as of the later of the date specified in A.9a or the execution of an amendment/restatement that first provides for Elective Deferrals.

Compensation

10. Compensation

- a. Compensation for purposes of allocations is defined as:
 - i. ☒ W-2
 - ii. ☐ Withholding Compensation
 - iii. ☐ Section 415 Safe Harbor
- b. Compensation is determined over the period specified below ending with or within the Plan Year:
 - i. ☒ Plan Year
 - ii. ☐ calendar year
 - iii. ☐ Limitation Year
 - iv. ☐ Other twelve-month period beginning on: _____ (enter month and day)

NOTE: If "Plan Year" is not selected in A.14b, for new/rehired Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.

11. Compensation Inclusions

- a. **Elective Deferrals**
☒ Elective Deferrals are included in Compensation.
- b. **Deemed Code section 125 Compensation**
☐ Deemed Code section 125 Compensation is included in Compensation.
- c. **Post Severance Compensation**
☒ Post Severance Compensation is included in Compensation.
- d. **Post Year-End Compensation**
☐ Post Year-End Compensation is included in Compensation.

NOTE: If selected, amounts earned during a Plan Year and paid during the first few weeks of the following Plan Year will be included in Compensation for the prior Plan Year.

- e. **Other Pay**
☐ Other pay is included in Compensation (not otherwise included in A.11)(e.g., fringe benefits for all Participants):
 Describe other pay. _____

NOTE: If other pay (A.11e) is selected, A.11e should indicate for which class of Participants the Compensation is included, must be objectively determinable, and may not be specified in a manner that is subject to Adopting Employer discretion.

Compensation Exclusions

12. Pay Before Participation

- ☐ Compensation earned before participation in the Plan is excluded from Compensation.

NOTE: If selected, Compensation will include only those amounts that are actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation will include those amounts that are actually paid to the Participant during the period specified in A.10b.

13. 414(s) Safe Harbor Alternative Definition

- ☐ Certain fringe benefits are excluded from Compensation.

NOTE: If selected, Compensation will exclude all of the following items (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3)).

14. Other Pay

- a. Other pay excluded from Compensation for the following purposes (e.g., bonuses, commissions): _____
- b. Other pay is excluded from Compensation for the following Participants:
 - i. ☐ Highly Compensated Employees only
 - ii. ☐ All Participants
 - iii. ☐ Other (e.g., owners) _____

NOTE: If All Participants (A.14b.ii) is selected, the definition of Compensation will not be a safe harbor definition within the meaning of Treas. Reg. 1.414(s)-1(c).

NOTE: The pay specified above (A.14a) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

NOTE: See Section 4.01(c) for rules regarding elections for bonuses or other special pay.

15. Disability

Definition of Disability

- a. ☒ Under Code section 22(e). The Participant is unable 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 that has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment will be supported by medical evidence.
- b. ☐ Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. ☐ Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment will be supported by medical evidence.
- d. ☐ Pursuant to other Adopting Employer Disability Plan. The Participant is eligible to receive benefits under a disability plan sponsored by the Adopting Employer.
- e. ☐ Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written nondiscriminatory policy.
- f. ☐ Other: _____

NOTE: If A.15f is selected, provide the definition of Disability. The definition provided must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

16. Choice of Law

Name of state or commonwealth for choice of law (Section 13.06): the Employer's state of domicile

B. ELIGIBILITY

Exclusions - Elective Deferrals

- 1. For purposes of Elective Deferrals, the term "Eligible Employee" will not include (select all that apply):

- a. ☐ Employees whose maximum Elective Deferrals would not exceed \$200.
- b. ☐ Employees who are eligible to participate in an eligible governmental plan under section 457(b) that permits contributions or deferrals at the election of the employee.
- c. ☐ Employees who are eligible to participate in a plan of the Employer offering a qualified cash or deferred election under Code section 401(k) or a contract described in Code section 403(b).
- d. ☒ Employees who are non-resident aliens described in Code section 410(b)(3)(C).
- e. ☒ Employees who are students performing services described in Code section 3121(b)(10).
- f. ☐ Employees who normally work fewer than 20 hours per week.

NOTE: An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.

NOTE: If the Plan elects to exclude either Employees who are students performing services or Employees who normally work fewer than 20 hours per week and fail to exclude an Employee who falls into one of those excluded classes as of the date the Employee was incorrectly allowed to participate in the plan all other Employees who fall into the same excluded class must be permitted to participate in the Plan.

2. The frequency of entry dates for Elective Deferrals will be:

- a. ☒ immediate
- b. ☐ first day of each calendar month
- c. ☐ other: _____

NOTE: Under the universal availability rules an Eligible Employee must enter the Plan as soon as administratively feasible following their hire date (no more than 60 days following date of hire).

C. CONTRIBUTIONS - ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS

Elective Deferrals

NOTE: If A.7 is "Yes" (Elective Deferrals are permitted), an Eligible Employee will be eligible to make Elective Deferrals to the Plan in the following manner:

1. **Maximum Deferral Amounts**

Maximum Elective Deferral contribution: 100% of Compensation

2. **Modifications of Elective Deferrals**

- a. Participants may modify/start/stop Elective Deferrals/Voluntary Contribution elections:
 - i. ☐ Each pay period
 - ii. ☐ Monthly
 - iii. ☐ Quarterly
 - iv. ☐ Semi Annually
 - v. ☐ Annually
 - vi. ☒ Pursuant to Plan Administrator procedures (at least once each calendar year)
- b. ☒ Participants may stop an election to contribute at any time.

3. **Catch-up Contributions**

- a. ☒ Participants may make Age 50 Catch-up Contributions (Section 5.01(c)).
- b. ☒ Participants with fifteen years of service may make Special Long Service Catch-up Contributions (Section 5.01(b)).

Voluntary Contributions

NOTE: If A.8 is "Yes", an Eligible Employee who has met the requirements specified for Voluntary Contributions will be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

4. **Minimum and Maximum Voluntary Contributions**

- a. Minimum Voluntary Contribution: _____
- b. Maximum Voluntary Contribution: _____%
- c. Maximum of total combined Elective Deferral/Voluntary Contribution: _____%
- d. Other limitations: _____

NOTE: C.4b and C.4c may not be more than 100% of Compensation.

NOTE: If C.4d is selected the requirements provided must be nondiscriminatory, objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

D. CONTRIBUTIONS - OTHER CONTRIBUTIONS

1. **Rollovers**

Rollover Contributions are permitted:

- a. ☐ No
- b. ☒ Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
- c. ☐ Yes - Only active Participants may make a Rollover Contribution
- d. ☐ Yes - _____ may make a Rollover Contribution

NOTE: The Plan Administrator has discretion under Section 4.05 to limit the types of rollover contributions accepted by the Plan and must use that discretion in a consistent and nondiscriminatory manner.

D. CONTRIBUTIONS - OTHER CONTRIBUTIONS

2. 415 Additional Language

☐ Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

E. VESTING

No provisions are required under this section as all assets are immediately 100% vested.

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

Definitions

1. Normal Retirement

a. Normal Retirement Age means:

- i. ☒ Attainment of age 65
 - ii. ☐ Later of attainment of age _____ and the service specified in F.1b
 - iii. ☐ Other: _____
- b. Select the type and length of service used to measure Normal Retirement Age:
- i. ☐ Eligibility. _____ Years of Eligibility Service
 - ii. ☐ Vesting. _____ Years of Vesting Service
 - iii. ☐ Participation. _____ anniversary of participation (e.g. third, fourth, etc.)

NOTE: The age entered in F.1a may not be more than 65.

NOTE: F.1b may not require more than the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.

NOTE: The Normal Retirement Age will be deemed met no later than the later of age 65 or the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.

2. Early Retirement

a. Early Retirement Age means:

- i. ☒ None. The Plan does not have an early retirement feature.
 - ii. ☐ Attainment of age _____
 - iii. ☐ Later of attainment of age _____ and the service specified in F.2b
 - iv. ☐ Other: _____
- b. Select the type and length of service used to measure Early Retirement Age:
- i. ☐ Eligibility. _____ Years of Eligibility Service
 - ii. ☐ Vesting. _____ Years of Vesting Service
 - iii. ☐ Participation. _____ anniversary of participation (e.g. third, fourth, etc.)

NOTE: The age entered in F.2a may not be more than 65.

NOTE: F.2b is only applicable if F.2a.iii is selected.

NOTE: See related selections E.5c (vesting upon Early Retirement Age) and G.2c (in-service distributions upon Early Retirement Age).

3. Required Beginning Date

Required Beginning Date for a Participant other than a More Than 5% Owner:

- a. ☒ Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (x) attains age 70-1/2, or (y) retires
- b. ☐ Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. ☐ Election. The option provided in F.3a; provided that a Participant may elect to begin distributions pursuant to either F.3a or F.3b

NOTE: A Participant's Required Beginning Date is a protected benefit under Code section 411(d)(6).

Time & Form of Payment

4. REA Requirements

- a. ☐ Certain assets in the Transfer Account are subject to the REA requirements. The default form of payment for those Transfer Account assets that are subject to the REA requirements will be a Qualified Joint and _____ % Survivor Annuity (not less than 50% and not more than 100%).

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

5. Time of Payment

Distributions after Severance from Employment for reasons other than death will commence (Section 7.02):

- a. ☒ Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Severance from Employment
- b. ☐ End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable
- c. ☐ Normal Retirement Age
- d. ☐ Other (e.g., as soon as administratively feasible following the next Valuation Date): _____

NOTE: Any entry in F.5d must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.

6. Form of Payment - Severance from Employment

- a. Medium of distribution from the Plan:
 - i. ☒ Cash only
 - ii. ☐ Cash or in-kind
 - iii. ☐ Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____
- b. Distributions from the Plan after Severance from Employment for reasons other than death may be made in the following forms (select all that apply):
 - i. ☒ Lump sum
 - ii. ☒ Substantially equal installments
 - iii. ☒ Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
 - iv. ☒ Other (e.g., Periodic Payment that are set at least quarterly): any form of payment required, or permitted, under the applicable funding vehicle(s)

NOTE: F.6b.iii and any entry in F.6b.iv must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.

- c. Participants may take distributions in the form of an annuity:
 - i. ☐ Yes - entire account
 - ii. ☐ Yes - entire account except single life annuities will not be allowed
 - iii. ☒ Yes - the following conditions and/or limitations will apply: any type of annuity required, or permitted, under the applicable funding vehicle(s)
 - iv. ☐ No

NOTE: If F.6c.i, F.6c.ii, F.6c.iii is selected, a Participant may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Participant. The terms of such annuity contract will comply with the provisions of this Plan and any annuity contract will be nontransferable.

NOTE: F.6c.iii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

NOTE: If the Plan is exempt from the REA requirements, the Plan cannot offer a single life annuity as an optional form of benefit. If the Plan is exempt from the REA requirements, the distribution used to purchase a single life annuity will be subject to the REA requirements.

Payments on Death

7. Payment upon Participant's Death

Distributions on account of the death of the Participant will be made in accordance with the following:

- a. ☐ Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.05(b) and 7.05(d) only
- b. ☐ Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. ☒ Allow extended payments for all Beneficiaries in accordance with Sections 7.05(b) and 7.05(d)
- d. ☐ Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.05(b) and 7.05(d) and allow extended payments in accordance with Sections 7.05(b) and 7.05(d) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e. ☐ Other: _____

NOTE: Any entry in F.7e must comply with Code section 401(a)(9), Section 7.05 and other requirements of Article 7.

8. Form of Payment

- a. Medium of distribution from the Plan:
 - i. ☒ Cash only
 - ii. ☐ Cash or in-kind
 - iii. ☐ Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

- b. Distributions from the Plan may be made in the following forms (select all that apply):
- i. ☒ Lump sum
 - ii. ☒ Substantially equal installments
 - iii. ☒ Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
 - iv. ☒ Other (e.g., Periodic Payment that are set at least quarterly): any form of payment required, or permitted, under the applicable funding vehicle(s)

NOTE: F.8b.iii and any entry in F.8b.iv must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.

- c. Beneficiaries may take distributions in the form of an annuity.
- i. ☐ Yes - the entire Account
 - ii. ☒ Yes - the following conditions and/or limitations will apply: any type of annuity required, or permitted, under the applicable funding vehicle(s)
 - iii. ☐ No

NOTE: If F.8c.i or F.8c.ii is selected, a Beneficiary may elect to have the Plan Administrator apply his Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Beneficiary. The terms of such annuity contract will comply with the provisions of this Plan (including Section 7.05) and any annuity contract will be nontransferable.

NOTE: F.8c.ii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

9. Beneficiaries

- a. Death benefits when there is no designated Beneficiary:
- i. ☒ Standard according to Section 7.04(c)
 - ii. ☐ Other (e.g., Spouse first, if no surviving Spouse then Participant's estate): _____
- b. ☒ Revocation. A Beneficiary designation to a spouse will be automatically revoked upon the following circumstances (e.g., divorce): divorce, unless the Participant subsequently designates the former spouse as a beneficiary
- c. ☐ For purposes of determining a Participant's spouse, the one-year rule in Code section 417(d), Treas. Reg. section 1.401(a)-20 applies.

NOTE: If F.9a.ii (Other) is selected, death benefits when there is no designated beneficiary will be provided pursuant to F.9a.ii. The death benefits described must be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: If revocation is selected (F.9b) you may use this item to indicate automatic revocation upon divorce.

Cash Out

10. Cash Out

- a. ☐ Involuntary cash-out amount for purposes of Section 7.03: \$ _____
- b. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in F.10a is deferred under Section 7.03(b) until:
- i. ☐ Later of age 62 or Normal Retirement Age - payment made in a lump sum only
 - ii. ☐ Required Beginning Date - Participant may elect payment in a lump sum or installments
 - iii. ☐ Required Beginning Date - payment made in a lump sum only
 - iv. ☐ Other (e.g., Required Beginning Date made in a direct rollover to an IRA): _____
- c. ☐ Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's vested Account balance for purposes of F.10a

NOTE: F.10a has a \$5,000 maximum; \$5,000 will be entered unless otherwise specified.

NOTE: If F.10a is not selected, F.10d does not apply.

NOTE: Any entry in F.10b.iv must comply with Code section 411(a)(11), Section 7.03 and other requirements of Article 7.

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

NOTE: See Section 8.06 for limits on in-service distributions.

NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.

Hardship

1. Hardship

Hardship withdrawals are allowed as follows:

- a. ☒ Hardship withdrawals are permitted.

NOTE: G.1b through G.1g is only applicable if G.1a is checked.

- b. Hardship withdrawals are permitted from the following accounts:

- i. ☒ All Accounts. A Participant may receive a distribution on account of hardship from all accounts eligible for hardship withdrawal under the Code and associated Federal Regulations.
- ii. ☐ Selected Accounts
 - 1. ☐ Elective Deferral Account
 - 2. ☐ Voluntary Contribution Account
 - 3. ☐ Rollover Contribution Account
 - 4. ☐ Transfer Account
 - 5. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.1b.ii.5) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. ☒ The Plan will use the safe harbor criteria set forth in Section 8.01(b) in determining whether a Participant is entitled to receive a hardship withdrawal.
- d. ☐ The Plan will use the more flexible criteria set forth in Section 8.01(c) in determining whether a Participant is entitled to receive a hardship withdrawal.
- e. ☒ Expand the hardship criteria to include the Beneficiary of the Participant
- f. If a Participant may receive a Hardship withdrawal from his Elective Deferral Account, permit hardship withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
 - i. ☐ Yes
 - ii. ☐ Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
 - iii. ☐ No
- g. ☒ Other limitations on Hardship withdrawals (e.g., one Hardship withdrawal per Plan Year): Any hardship withdrawals are subject to the terms of the applicable funding vehicle(s)

NOTE: If G.1d is selected, the requirements of Section 8.01(b)(2) will not apply, the amount of the hardship withdrawal may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance will apply.

NOTE: G.1f only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted) and hardship withdrawals are permitted from the Elective Deferral Account.

NOTE: Any limitations in G.1g (such as limits on the number of withdrawals per year or minimum amount of distributions) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. Minimum amount of hardship withdrawals may not exceed \$1,000.

2. Normal/Early Retirement

- a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts:

- i. ☒ None
- ii. ☐ All Accounts
- iii. ☐ Selected Accounts

- b. If Selected Accounts is selected, Normal Retirement Age withdrawals may be made from the following Accounts:

- i. ☐ Elective Deferral Account
- ii. ☐ Voluntary Contribution Account
- iii. ☐ Rollover Contribution Account
- iv. ☐ Transfer Account
- v. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.2b.v) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. Allow in-service distributions after attainment of Early Retirement Age (Section 7.01(a)) from the following Accounts:

- i. ☐ None
- ii. ☐ All Accounts

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

iii. ☐ Selected Accounts

d. If Selected Accounts is selected, Early Retirement Age withdrawals may be made from the following Accounts:

i. ☐ Elective Deferral Account

ii. ☐ Voluntary Contribution Account

iii. ☐ Rollover Contribution Account

iv. ☐ Transfer Account

v. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.2d.v) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

NOTE: If the Normal Retirement Age and/or Early Retirement Age is less than age 59-1/2 and in-service is selected, Elective Deferrals will not be eligible for withdrawal until the Participant attains age 59-1/2.

3. Specified Age and Service

a. In-service withdrawals are allowed on attainment of age _____ and _____ service:

i. ☒ None

ii. ☐ All Accounts

iii. ☐ Selected Accounts

b. If Selected Accounts is selected, specified age and service withdrawals may be made from the following Accounts:

i. ☐ Elective Deferral Account

ii. ☐ Voluntary Contribution Account

iii. ☐ Rollover Contribution Account

iv. ☐ Transfer Account

v. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.3b.v) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

c. If a Participant may receive a withdrawal upon the attainment of a specified age and service from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:

i. ☐ Yes

ii. ☐ Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)

iii. ☐ No

NOTE: If G.3a is less than age 59-1/2, Elective Deferrals will not be eligible for withdrawal until the Participant attains age 59-1/2; but only to the extent withdrawals are permitted from such Accounts pursuant to G.3a and G.3b.

NOTE: G.3c only applies if A.7b is "Yes" (Roth Elective Deferrals are permitted) and G.3a.ii or G.3a.iii and G.3b.i is selected.

4. Specified Age

a. In-service withdrawals are allowed on attainment of age 59.5:

i. ☐ None

ii. ☒ All Accounts

iii. ☐ Selected Accounts

b. If Selected Accounts is selected, specified age withdrawals may be made from the following Accounts:

i. ☐ Elective Deferral Account

ii. ☐ Voluntary Contribution Account

iii. ☐ Rollover Contribution Account

iv. ☐ Transfer Account

v. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.4b.v) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

c. If a Participant may receive a withdrawal upon the attainment of a specified age from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:

i. ☐ Yes

ii. ☐ Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)

iii. ☐ No

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

NOTE: If G.4a is less than age 59-1/2, Elective Deferrals will not be eligible for withdrawal until the Participant attains age 59-1/2; but only to the extent withdrawals are permitted from such Accounts pursuant to G.4a and G.4b.

NOTE: G.4c only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted) and G.4a.ii or G.4a.iii and G.4b.i is selected.

Other Withdrawals

5. At Any Time

In-service withdrawals are allowed from the following Accounts at any time:

- a. ☐ Voluntary Contribution Account
- b. ☒ Rollover Contribution Account

6. Military Distributions

- a. ☒ Qualified Reservist Distributions are permitted.
- b. ☒ Deemed Severance Distributions are permitted.

7. Transfer Account

Distributions are permitted for a Participant who has attained age 62 and who has not separated from employment from the Transfer Account.

- a. ☐ Yes - under any distribution option offered to a Participant who has incurred a Termination of Employment
- b. ☐ Yes - limited to the following terms and conditions: _____

NOTE: G.7 only applies if F.4 is selected (Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 401(a)(11) and 417).

8. Disability

- ☐ Allow distributions upon Disability.

NOTE: If distribution upon Disability is selected, the Elective Deferral Account may not be distributed unless a severe disability equivalent to A.15a. has occurred. A severe disability equivalent to A.15a is as follows: the Participant is unable 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. The permanence and degree of such impairment will be supported by medical evidence.

Conditions/Limitations

9. Other Conditions/Limitations

☒ The following limitations, conditions, and/or special rules apply to in-service withdrawals (e.g., Participant is limited to one in-service withdrawal per calendar quarter): In-service distributions, and hardship withdrawals, are subject to spousal consent requirements, if applicable, and the terms and conditions of the applicable funding vehicle(s)

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (G.1 through G.8). G.9 must be applied in a consistent and nondiscriminatory manner. For example, G.9 could be used to specify the number of withdrawals permitted in a specified time period. See Section 8.06.

10. Form of Payment - In-Service Distribution other than Hardship Distributions

- a. Medium of distribution from the Plan:

- i. ☒ Cash only
- ii. ☐ Cash or in-kind
- iii. ☐ Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____

- b. Distributions from the Plan may be made in the following forms (select all that apply):

- i. ☒ Lump sum
- ii. ☒ Substantially equal installments
- iii. ☒ Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
- iv. ☒ Other (e.g., Periodic Payment that are set at least quarterly): any form of payment required, or permitted, under the applicable funding vehicle(s)

NOTE: G.10b.iii and any entry in G.10b.iv must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.

- c. Participants may take distributions in the form of an annuity.

- i. ☐ Yes - the entire Account
- ii. ☐ Yes - entire account except single life annuities will not be allowed
- iii. ☐ Yes - the following conditions and/or limitations will apply: _____
- iv. ☒ No

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

NOTE: If G.10c.i or G.10c.iii is selected, a Participant may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Participant. The terms of such annuity contract will comply with the provisions of this Plan (including Section 7.05) and any annuity contract will be nontransferable.

NOTE: G.10c.iii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

NOTE: If G.10c.i or G.10c.iii is selected, and the Plan has elected to be exempt from the REA requirements, the annuity cannot be in the form of a single life annuity. If the participant in the Plan that has elected to be exempt from the REA requirements the distribution used to purchase the single life annuity will be subject to the REA requirements.

Roth In-Plan Rollovers

11. Roth In-Plan Rollovers

a. If the Plan allows for Roth contributions, In-Plan Roth Rollovers are permitted:

- i. ☐ No
- ii. ☐ Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal
- iii. ☐ Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the Plan
- iv. ☐ Yes - at any time

NOTE: In-Plan Roth Rollovers may only be permitted for eligible distributions that are also rollover distributions (as defined in Code section 402(c)(4) except they do not have to be eligible for distribution under the Code.)

b. Additional limitations will apply to In-Plan Roth Rollovers:

- i. ☐ Yes, _____. (Describe the limitations and/or conditions.) (e.g., one In-Plan Roth Rollover per calendar quarter)
- ii. ☐ No

NOTE: To prevent terminated Employees from taking an In-Plan Roth Rollover or to limit In-Plan Roth Rollovers to a nondiscriminatory class, choose "limitations and/or conditions apply" and describe the circumstances under which Participants can make an In-Plan Roth Rollover.

c. Enter the effective date of the In-Plan Roth Rollovers: ____ (must be after Sept. 27, 2010)

d. In-Plan Roth Rollover Accounts will be distributable:

- i. ☐ at any time
- ii. ☐ when the originating Account of the In-Plan Roth Rollover assets are distributable
- iii. ☐ Other: (e.g., upon attainment of age 59.5) ____

NOTE: G.11d.ii must be chosen if G.11a.iv is chosen.

NOTE: The distribution event specified above (G.11d.iii) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Loans

12. Loans

☒ Loans are permitted

Exchanges

13. Exchanges

☐ Exchanges are permitted

Transfers to Purchase Service Credit

14. Transfers to Purchase Service Credit

☐ Transfers to Purchase Service Credit are permitted

H. PLAN OPERATIONS

Plan Operations

1. Permitted Investments

a. ☒ Annuity Contracts

- b. ☒ Custodial Accounts

2. **Participant Self-Direction**

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):

- i. ☒ All Accounts
 ii. ☐ Some Accounts
 iii. ☐ None

- b. If Some Accounts is selected, a Participant may self-direct the following Accounts:

- i. ☐ Elective Deferral Account
 ii. ☐ Voluntary Contribution Account
 iii. ☐ Rollover Contribution Account
 iv. ☐ Transfer Account
 v. ☐ Other: (e.g., Merged Assets) _____

NOTE: The other account specified above (H.2b.v) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. ☐ Participants may also establish individual brokerage accounts.

- d. Participants may exercise voting rights with respect to the following investments:

- i. ☐ All investments
 ii. ☐ Selected investments: _____

NOTE: If H.2a.iii (None) is selected, H.2b through H.2d do not apply.

NOTE: H.2b only applies if H.2a.ii is selected.

3. **Valuation Date**

Enter Valuation Date:

- a. ☐ Last day of Plan Year
 b. ☐ Last day of each Plan quarter
 c. ☐ Last day of each month
 d. ☒ Each business day
 e. ☐ Other (e.g., first and fifteenth day of each month): _____ (Must be at least annually).

4. **Plan Administration**

- a. Designation of Plan Administrator:

- i. ☒ Plan Sponsor
 ii. ☐ Committee appointed by Plan Sponsor
 iii. ☐ Other (Complete name of designated Plan Administrator.) (e.g., TPA Service Provider Inc.): _____

- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary:

- i. ☒ Plan Administrator and Investment Fiduciary adopt own procedures
 ii. ☐ Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary

- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:

- i. ☐ None - the Adopting Employer will not indemnify the Plan Administrator or the Investment Fiduciary
 ii. ☒ Standard according to Section 11.06
 iii. ☐ Provided pursuant to an outside agreement

- d. ☐ The following modifications will be made to the duties of the applicable parties: _____

NOTE: H.4d may be used to reallocate duties between the Plan Sponsor and the Plan Administrator. It may also be used to designate additional parties to perform specific Plan Administrator and/or Plan Sponsor duties.

I. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan will consist of this Adoption Agreement #001, its related Basic Plan Document #008 (Non-ERISA 403(b)) and any related appendix or addendum specifically created in response to a question within the Adoption Agreement.

The Adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is tax-favored under Code section 403 only to the extent provided in Revenue Procedure 2013-22 and any superseding guidance. The Adopting Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. In order to have reliance in such circumstances or with respect to such tax-favored requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The volume submitter Practitioner will inform the Adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Volume Submitter Practitioner may be contacted at The Angell Pension Group may be contacted at 88 Boyd Ave., East Providence, RI 02914; 401-438-9250.

J. EXECUTION PAGE

The undersigned agrees to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledges receipt of same. By signing this Adoption Agreement, the undersigned acknowledges having reviewed the Appendices and Amendments to the Basic Plan Document.

The Employer has caused this Plan to be executed this _____ day of _____, 2023.

**RHODE ISLAND COMMUNITY FOOD BANK ASSOCIATION
(ADOPTING EMPLOYER):**

Signature: _____

Print Name: _____

Title/Position: _____

ADMINISTRATIVE AND VENDOR APPENDIX

Rhode Island Community Food Bank Association 403(b) Plan

An amendment is not required to make changes to this appendix. Use of this Addendum will not be considered a modification to the volume submitter document.

Approved vendors that accept ongoing contributions from the Adopting Employer and the investment types offered.

1. Fidelity Advisors
[X] Mutual Funds
[X] Annuities
2. Putnam Investments
[X] Mutual Funds
[X] Annuities

Service Providers

- a. Fidelity Advisors will perform the following services for the plan: third party recordkeeping services as provided in the applicable contracts and/or service agreements
- b. Putnam Investments will perform the following services for the plan: third party recordkeeping services as provided in the applicable contracts and/or service agreements
- c. The Angell Pension Group, Inc. will perform the following services for the plan: third party document support services as provided in the applicable contracts and/or service agreements

Plan Sponsor

The following administrative functions will be performed by the Plan Sponsor:

all services not provided under the applicable service agreements and contracts referenced above

CUSTOM LANGUAGE ADDENDUM

Notwithstanding any other provision of the Plan to the contrary, any in-service distributions, hardship withdrawals, participant loans and distributions from the Plan are subject to the terms and conditions of the applicable funding vehicle(s).

HARDSHIP DISTRIBUTION ADDENDUM

This Addendum is intended as a good faith effort to comply with the requirements of the hardship distribution final regulations and is to be construed in accordance with same. Both the Addendum and the provisions of the hardship distribution final regulations will supersede any inconsistent Plan provisions.

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Safe Harbor Contributions/QNECs/QMACs

Effective on the first day of the first plan year after December 31, 2018, if available under the Plan, Qualified Non-Elective Contributions (QNECs), Qualified Matching Contributions (QMACs) or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), not held in a Custodial Account will be available for hardship distributions.

☐ Effective _____, hardship distributions are permitted from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), if available under the Plan and not held in a Custodial Account.

☐ Hardship distributions continue to be prohibited from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12).

2. Amount Necessary to Satisfy Need Requirement

Effective on the first day of the first plan year after December 31, 2018, a hardship distribution will be considered necessary to satisfy an immediate and heavy financial need of the Participant only if:

- *The distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);*
- *The Participant has obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer; and*
- *Effective for distributions made on or after January 1, 2020, the Participant has represented (in writing or by an electronic medium) that he has insufficient cash or other liquid assets to satisfy the financial need.*

☐ Effective _____, a distribution will be determined to satisfy an immediate and heavy financial need only if the three criteria listed above are met.

☐ The following provisions will be used for complying with the amount necessary to satisfy need requirement: _____

3. Six-Month Suspension

If the Safe Harbor criteria are used for hardship distributions, effective on the first day of the first plan year after December 31, 2018, the six-month suspension period for Elective Deferrals (and after-tax contributions) will no longer be a condition for obtaining a hardship distribution, even if the hardship distribution was made in the prior plan year.

☐ Effective _____, the Plan will not initiate a six-month suspension period on Elective Deferrals (and after-tax contributions) following a hardship distribution (cannot be later than January 1, 2020).

☐ The Plan will discontinue any remaining portion of the suspension period for hardship distributions made prior to the entered effective date.

☐ The Plan will continue any remaining portion of the full six-month suspension period for hardship distributions made prior to the entered effective date.

4. Loan Requirement

If the Safe Harbor criteria are used for hardship distributions, effective on the first day of the first plan year after December 31, 2018, Participants are not required to take all nontaxable loans under all plans maintained by the Employer prior to applying for a hardship distribution.

- ☐ Effective _____, Participants are not required to take all available nontaxable loans before applying for a hardship distribution.
- ☐ Participants must continue to take all nontaxable loans under all plans maintained by the Employer before applying for a hardship distribution.

5. Safe Harbor Financial Needs

If the Safe Harbor criteria are used for hardship distributions, the following immediate and heavy financial needs are considered as safe harbor criteria for hardship distributions made on or after January 1, 2018:

- *Expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income).*
- *Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.*

- ☐ Effective _____, the immediate and heavy financial needs listed above are considered as safe harbor criteria for hardship distributions.
- ☐ The immediate and heavy financial needs listed above are not considered as safe harbor criteria for hardship distributions.

SECURE/CARES/CAA ADDENDUM

This Addendum is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Addendum is to be construed in accordance with the Applicable Law and both the Addendum and the Applicable Law will supersede any inconsistent Plan provisions.

OPTIONAL PROVISIONS:

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Qualified Birth or Adoption Distributions (see Section A. below)

The Plan does not permit qualified birth or adoption distributions as a separate distribution event.

☐ Effective _____ (no earlier than January 1, 2020), the Plan permits qualified birth or adoption distributions as a separate distribution event.

☐ The following limitations and conditions apply: _____.

2. Treatment of 2020 RMDs (see Section B. below)

*Effective January 1, 2020, unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.*

Effective _____ (no earlier than January 1, 2020):

☐ Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.

☐ Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will receive this distribution.

3. 2020 RMDs as Direct Rollovers (see Section B. below)

A direct rollover is not offered for 2020 RMDs or Extended 2020 RMDs.

For purposes of the direct rollover provisions of the Plan, the following will be treated as eligible rollover distributions in 2020:

☐ 2020 RMDs.

☐ 2020 RMDs and Extended 2020 RMDs.

☐ 2020 RMDs, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(l).

4. Portability of Lifetime Income Options (see Section F. below)

The Plan does not permit "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options.

☐ The Plan permits "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options when such investment options are no longer authorized to be held as an investment option under the Plan effective: _____ (no earlier than the plan year beginning after December 31, 2019).

☐ The following limitations and conditions apply: _____.

5. Transfer Account

The existing Plan provisions, if any, remain in effect for distributions to a Participant who has not separated from employment from a Transfer Account holding assets transferred from a plan subject to the survivor annuity rules of Code section 401(a)(11) and 417 (e.g., age cannot be less than 62).

- ☐ Effective _____ (no earlier than January 1, 2020), the Plan permits distributions to a Participant who has not separated from employment from a Transfer Account holding assets transferred from a plan subject to the survivor annuity rules of Code section 401(a)(11) and 417 if the Participant attains: _____ (age cannot be less than 59-1/2).

STANDARD PROVISIONS:

A. Qualified Birth or Adoption Distributions

To the extent provided above, a Participant may receive a distribution up to \$5,000 during the 1-year period beginning on the date on which the Participant's child is born or on which the legal adoption by the Participant of an eligible adoptee is finalized. An eligible adoptee is any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The \$5,000 maximum is an aggregate amount of such distributions from all plans maintained by the Employer.

B. Required Minimum Distributions

In defining Required Beginning Date or determining required minimum distributions, any references to age 70-1/2 are replaced with: age 70-1/2 (for Participants born before July 1, 1949) or age 72 (for Participants born after June 30, 1949).

Notwithstanding other provisions of the Plan to the contrary and if selected above, a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either: (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), may receive those distributions.

C. Distribution on Account of Death for Certain Eligible Retirement Plans

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by December 31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An "eligible designated beneficiary" may receive distributions over the life of such designated beneficiary. If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

An "eligible designated beneficiary" is defined as any designated beneficiary who is: (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a chronically ill individual; or (v) an individual who is not more than 10 years younger than the Participant. The determination of whether a designated beneficiary is an "eligible designated beneficiary" is made as of the date of death of the Participant. If an "eligible designated beneficiary" dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within 10 years after the death of such "eligible designated beneficiary".

D. Qualified Automatic Contribution Arrangement (QACA)

If a Qualified Automatic Contribution Arrangement (QACA) feature is elected, the Plan Administrator has the discretion to increase automatic elections subsequent to the initial period up to a maximum limitation of 15% of Plan Compensation.

E. Safe Harbor Notice

If the non-elective contribution method is elected for safe harbor plan exemption (including under a Qualified Automatic Contribution Arrangement), effective for Plan years beginning on or after January 1, 2020, the safe harbor notice is not required for satisfying the conditions of Code sections 401(k)(12) or 401(k)(13).

F. Portability of Lifetime Income Investments

To the extent provided above, any amounts invested in a "lifetime income investment" may be distributed through either "qualified distributions" or "qualified plan distribution annuity contracts" no earlier than 90 days prior to the date that such "lifetime income investment" may no longer be held as an investment option under the Plan.

The following terms are used in this section:

"Qualified distribution" means a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to an eligible retirement plan (as defined in Code section 402(c)(8)(B)).

"Qualified plan distribution annuity contract" means an annuity contract purchased for a Participant and distributed to the Participant by a plan or contract described in subparagraph (B) of Code section 402(c)(8) (without regard to clauses (i) and (ii) thereof).

"Lifetime income investment" means an investment option which is designed to provide an employee with election rights which: (a) are not uniformly available with respect to other investment options under the plan, and (b) are to a "lifetime income feature" available through a contract or other arrangement offered under the plan (or under another eligible retirement plan (as so defined), if paid by means of a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to such other eligible retirement plan).

"Lifetime income feature" means: (a) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the employee or the joint lives of the employee and the employee's designated beneficiary, or (b) an annuity payable on behalf of the employee under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the employee or the joint lives of the employee and the employee's designated beneficiary.

G. Disaster or Coronavirus-Related Relief

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster or coronavirus-related relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, subtitle II of Division Q of the Further Consolidated Appropriations Act, 2020, section 2202 of the Coronavirus, Aid, Relief and Economic Security Act, and Title III of Division EE of the Consolidated Appropriations Act, 2021 ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the relief listed below in compliance with Applicable Law.

A. Qualified Distributions

- I. "Qualified Distribution" means a distribution to a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law which may not exceed \$100,000 in aggregate from all plans maintained by the Employer.
- II. If the Plan permits rollover contributions, at any time during the 3-year period beginning on the day after the Qualified Distribution was received, an individual may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the Qualified Distribution.
- III. If the Plan permits rollover contributions, an individual who received a withdrawal for the purchase of a home, but could not use the withdrawal amount due to the disaster, may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the withdrawal amount within the applicable time periods as defined in the relevant sections of Applicable Law.

B. Expanded Loan Provisions

- I. The maximum loan limit under Code section 72(p)(2)(A) may be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- II. The loan repayment may be delayed for 1 year for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- III. Subsequent repayments will be adjusted to reflect the 1-year delay and any interest accrued during such delay.
- IV. The 1-year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

H. Difficulty of Care Payments Included in Statutory Compensation

In determining the contribution limitation, Statutory Compensation will be increased by qualified foster care payments. Qualified foster care payments are difficulty of care payments excluded from gross income under Code section 131. Any contribution by the Participant which is allowable due to such increase is treated as an after-tax contribution.

ADDENDA EXECUTION PAGE

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this ____ day of _____, 2023.

RHODE ISLAND COMMUNITY FOOD BANK ASSOCIATION:

Signature: _____

Print Name: _____

Title/Position: _____

THE SECOND SIGNATURE PAGE IS GENERATED BECAUSE THE PLAN DOCUMENT INCLUDES AT LEAST ONE OF THE FOLLOWING:

- CUSTOM LANGUAGE ADDENDUM
- CUSTOM EFFECTIVE DATE ADDENDUM
- SECURE/CARES/CAA ADDENDUM

THE SECOND SIGNATURE PAGE IS NOT GENERATED WHEN THE PLAN ONLY HAS NON-SIGNATURE ADDENDUMS (e.g., QNEC FORFEITURE AMENDMENT).