

**VOLUNTEERS OF AMERICA CHESAPEAKE, INC. EMPLOYEE TDA PLAN**

**PLAN DESCRIPTION**

March 15, 2018

VOLUNTEERS OF AMERICA CHESAPEAKE, INC. EMPLOYEE TDA PLAN

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## **INTRODUCTION**

Your Employer, Volunteers of America Chesapeake, Inc. (the Company), has established this 403(b) retirement plan, Volunteers of America Chesapeake, Inc. Employee TDA Plan (the Plan) to assist you and other Employees in saving for retirement. The Plan is governed by the Plan document, which is a complex legal contract that contains all of the provisions required by the Internal Revenue Service (IRS) that the Company must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Company also has the right to modify certain Plan features from time to time. When these changes occur, you will be notified about any changes that affect your rights under the plan.

This document is a Plan Description (PD). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the PD, you should contact your Employer via the methods outlined in this PD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the PD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the PD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective May 30, 1989. The Plan was restated effective March 15, 2018. This PD supersedes all previous PDs.

## **ELIGIBILITY FOR PARTICIPATION**

The Plan document has been amended and/or restated into a new Plan document. If 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.

### **Am I eligible to make Elective Deferrals and Roth Elective Deferrals?**

Once you meet the eligibility requirements below, you will be eligible to make Elective Deferrals unless you fall into one of the following categories.

- You are: employees who are employed as a minister commissioned or ordained by Volunteers of America, paid through Volunteers of America Chesapeake, Inc..

### **What eligibility requirements do I have to meet to make Elective Deferrals?**

You will be eligible to make Elective Deferrals immediately upon your hire date.

### **Am I eligible to receive Matching Contributions?**

Once you meet the eligibility requirements below, you will be eligible to receive Matching Contributions unless you fall into one of the following categories.

- You are: employees who are employed as a minister commissioned or ordained by Volunteers of America, paid through Volunteers of America Chesapeake, Inc..

### **What eligibility requirements do I have to meet to receive Matching Contributions?**

You will be eligible to receive Matching Contributions immediately upon your hire date.

### **Am I eligible to receive Non-Elective Contributions?**

Once you meet the eligibility requirements below, you will be eligible to receive Non-Elective Contributions unless you fall into one of the following categories.

- You are: employees who are employed as a minister commissioned or ordained by Volunteers of America, paid through Volunteers of America Chesapeake, Inc..

### **What eligibility requirements do I have to meet to receive Non-Elective Contributions?**

You will be eligible to receive Non-Elective Contributions immediately upon the day you meet the following requirements.

- You complete 1,500 hours of service in a 12 month period.

### **When can I re-enter the Plan if I terminate employment with the Company and am later rehired?**

For Elective Deferrals, you will always immediately re-enter the Plan upon rehire provided you had met the eligibility requirements and passed an entry date before you terminated employment.

For Matching Contributions and Non-Elective Contributions, if you are 0% vested in your Account balance from contributions made by the Company, service before a period of five consecutive one-year breaks in service will not be taken into account in computing eligibility service (this is referred to as the "rule of parity"). This means that you will be required to meet the Plan's eligibility requirements again from your rehire date.

For Matching Contributions and Non-Elective Contributions, if you have a "one-year break in service", service earned before your termination

will not be taken into account until you have completed one Year of Eligibility Service after returning to employment with the Company. This means that you will retroactively re-enter the plan on your rehire date after you have completed one Year of Eligibility Service. When eligibility is measured using hours of service, a "one-year break in service" means an Eligibility Computation Period during which you are credited with 500 or fewer hours of service (special rules exist for absence from work for maternity or paternity reasons).

## **CONTRIBUTIONS - EMPLOYEE**

### **Does the Plan allow me to make Elective Deferrals?**

Yes. Provided you have met the eligibility requirements and passed the entry date as specified in the section titled "Eligibility" you may contribute Elective Deferrals to the Plan.

### **Do I pay taxes on any Elective Deferrals I make?**

You will have the option to have the Elective Deferrals you make taken out of your pay either before or after taxes are withheld. For those Elective Deferrals you choose to have taken out pre-tax, you will generally pay taxes on this amount when you take it out of the Plan.

For those Elective Deferrals you choose to have taken out after-tax (Roth Elective Deferrals), you will pay taxes on this amount when you contribute them to the Plan. However, provided the distribution is "qualified" the earnings on these amounts will not be taxed when they are removed from the Plan. A Roth Elective Deferral distribution is qualified when (1) it has been at least 5 years since the first Roth Elective Deferrals were contributed to the Plan and (2) you are at least 59 1/2 year of age, become disabled, or have died. Roth Contributions are made in the same manner as pre-tax Elective Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal 403(b) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may designate all of your Elective Deferrals as pre-tax contributions.

### **How do I make or change the amount of the Elective Deferrals being withheld?**

You may make or change your deferral election by returning a deferral election form to the Plan Administrator.

### **Once I make a deferral election, how often can I change, stop, or re-start the election?**

You may change or re-start your deferral election as of per pay period. You may stop your deferrals at any time.

### **What are the limits on Elective Deferrals?**

Your Elective Deferrals are subject to the following limits:

- Federal law limits the amount you may elect to defer under this plan and any other retirement plan permitting Elective Deferrals (including both other 403(b) and 401(k) plans). You are limited to contributing \$18,500 (for 2018) during any calendar year.
- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$6,000 (for 2018).
- If you have worked a minimum of 15 years for the Company, you can defer additional compensation into the Plan under the Special 403(b) Catch-Up Rule. This special catch-up contribution is equal to the smallest of the three amounts listed below:
  1. \$3,000,
  2. \$15,000 minus the amount of Special 403(b) Catch-Up Contributions made in prior years, or
  3. \$5,000 times the number of years you have worked for the Company minus the total amount of Elective Deferrals made while you worked for the Company.
- The total amount that may be contributed to the Plan on your behalf in any year may not exceed the lesser of 100% of your compensation or \$55,000 (for 2018).
- The maximum amount you can defer is 100% of your compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

## **CONTRIBUTIONS - EMPLOYER**

### **Will the Company make Matching Contributions to my account under the Plan?**

If you meet the requirements to receive Matching Contributions, the Company may make Matching Contributions to your account under the Plan. Whether or not the Matching Contribution will be made and the amount of the Matching Contribution will be determined by the Plan Administrator each year in their sole discretion.

### **Which of my contributions will be matched?**

The following contributions will be included in determining the amount of your Matching Contributions:

- Elective Deferrals
- Roth Elective Deferrals
- Age 50 catch-up contributions
- 403(b) long service catch-up contributions

### **Will the Company make Non-Elective contributions to the Plan?**

Yes. The Company may make a Non-Elective Contributions to the Plan. Whether or not the Non-Elective Contributions will be made and the

amount of the Non-Elective Contributions will be determined by the Plan Administrator each year in their sole discretion.

**What portion of the Non-Elective Contributions will I receive?**

If you meet the requirements to receive Non-Elective Contributions, you will receive a pro rata portion of the Non-Elective Contributions for the Plan Year. This means that all eligible Participants will get an equal share of the Non-Elective Contributions as a percentage of their Compensation. For example if your Compensation is equal to 3% of all Compensation earned by all Participants in the plan for that Plan Year you will receive 3% of the Non-Elective Contributions for that year.

Non-Elective Contributions will be contributed to your account as soon as administratively feasible after the end of each pay period.

**Are there any yearly requirements I have to meet to receive Non-Elective Contributions?**

Yes. You will be eligible to receive Non-Elective Contributions if you work 1,500 hours of service during the Plan Year.

**Can the Company make Qualified Non-Elective Contributions?**

Yes. The Company has the discretion to make a Qualified Non-Elective Contributions. The Plan Administrator will determine each Plan Year if this contribution will be made, how much it will be and which Participants are eligible to receive the Qualified Non-Elective Contributions. If you are eligible to receive this contribution you will receive a pro rata portion of the allocation based on your Compensation. This means that all eligible Participants will get an equal share of the Qualified Non-Elective Contributions as a percentage of their Compensation. For example if your Compensation is equal to 3% of all Compensation earned by all Participants eligible for the Qualified Non-Elective Contributions for that Plan Year you will receive 3% of the Qualified Non-Elective Contributions for that year.

**Can the Company make any other type of contributions to the Plan?**

Yes. The Company may have the discretion to reallocate any forfeitures and to make other contributions as necessary to comply with the IRS' non-discrimination requirements.

**Can I move money I have in another retirement plan to this Plan?**

Yes. If you are eligible to participate in the Plan you can rollover the money you have in other plans into the Plan. While the Plan Administrator may establish procedures that relate to the requirements for Rollover Contributions, in general rollovers will be accepted from any plan that is eligible to be rolled into the Plan. While there are exceptions this generally includes rollovers from a qualified retirement plan (i.e., 401(k), defined benefit), another 403(b) plan, a governmental 457(b) plan and pre-tax assets held in a traditional IRA.

**Will I receive contributions when I am not working at the Company due to my performing qualified military service?**

If you are re-employed by the Company after performing qualified military service you may be able to make up missed employee contributions and to receive make-up employer contributions. Additionally, if you meet all of the requirements the time you spend on qualified military service may count as Years of Service under the Plan. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

**What happens if I die or become disabled while performing qualified military service?**

If you die or become disabled while performing qualified military service the Company will treat you as if you returned to work on the day before you died or became disabled and then terminated on the date of death or disability when determining any of your benefits under the Plan including contributions.

**VESTING**

**Do I need to work a certain amount of time to keep my Elective Deferrals?**

No. You will always be immediately 100% vested in your Elective Deferrals.

**Do I need to work a certain amount of time to keep my Matching Contributions and Non-Elective Contributions?**

Yes. Your Matching Contributions and Non-Elective Contributions will vest as specified below.

- Less than One year of vesting service - 0%
- One year but less than two years of vesting service - 20%
- Two years but less than three years of vesting service - 40%
- Three years but less than four years of vesting service - 60%
- Four years but less than five years of vesting service - 80%
- Five or more years of vesting service - 100%

**Are there times when my unvested balance will become fully vested other than according to the prior vesting schedules?**

Yes. You will become fully vested in all of your account balances if any of the following occur.

- The Plan terminates or you are affected by a partial Plan termination.
- You are still employed when you reach Normal Retirement Age.
- You die while still employed by the Company.
- You become Disabled while still employed by the Company.

**How is my service with the Company measured to earn a Year of Vesting Service?**

You will earn a year of vesting service when you have worked 1,000 hours in a Plan Year. You will generally earn an Hour of Service for each

hour you are paid for the performance of duties for the Company but there are exceptions that may apply.

## **DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE**

### **Can I take a distribution of my account balance after my employment terminates?**

Yes. You can take a distribution of your account balance immediately after your employment terminates.

### **What form can my distribution after termination from service be taken in?**

You can take your distribution after termination from service as a cash distribution.

Your distribution can be taken in a lump sum distribution.

### **How soon after my death does my Beneficiary have to take distributions?**

Your Beneficiary must take distributions as required by the IRS.

### **What form can the distributions after my death be taken in?**

Your beneficiaries can take distributions as a cash distribution.

Your beneficiary's distribution can be taken in a lump sum distribution.

### **Who gets my assets in the Plan if I don't designate a beneficiary?**

If you die without designating a beneficiary, your Account will be payable to your spouse, or if you do not have a spouse, to your estate.

You must be married to your spouse for at least one year before they will be considered a spouse for plan purposes.

### **Can the Company ever force me to take a distribution from the Plan?**

Yes. If your account balance after you stop working for the Company is less than \$5,000 and you do not submit a distribution form telling the Plan Administrator how you would like your balance distributed, the Plan Administrator will force a distribution from the Plan. If the total amount of the distribution is less than \$1,000 the Plan Administrator may send the distribution directly to you. If the total amount of the distribution is equal to or greater than \$1,000 the Plan Administrator must roll the balance over to an IRA established in your name. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. All fees charged to the IRA account. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the Plan Administrator.

Your rollover account balance (if any) will be included when determining if your account balance will be forced out.

The Plan Administrator will force a distribution of your account balance when you reach the later of age 62 or the Normal Retirement Age (age 55).

### **Is there ever a time when I have to take a distribution from the Plan?**

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan. These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed. Your Required Beginning Date is when you actually retire or age 70 1/2, whichever is later.

## **DISTRIBUTIONS - IN-SERVICE**

### **Can I take a distribution of my account balance when I reach age 59.5?**

Yes. You can take a distribution of the following fully vested accounts when you reach age 59.5:

- Elective Deferrals
- Matching Contributions
- Non-Elective Contributions
- Qualified Non-Elective Contributions
- Rollover Contributions
- Transfer Contributions
- Roth Elective Deferrals

### **Can I take a distribution of my account balance while still working at any time?**

Yes. You can take a distribution of your Rollover Contribution account balances at any time.

### **Can I take a distribution of my account balance while still working if I become disabled (as defined in the Plan)?**

Yes. You can take a distribution of your fully vested account balances if you become disabled (as defined in the Plan).

### **Can I take a distribution of my Elective Deferrals while still working if I am called to active duty?**

Yes. You can take a distribution of your Elective Deferrals while still working if you are called to active military duty for at least 30 days.

However, if you are not called to active duty for at least 180 days, you will not be able to have Elective Deferrals withheld from your pay for 6 months from the date of the distribution.

**Can I take a distribution of my account balance while still working if I incur a hardship?**

Yes. You can take a hardship distribution of the following fully vested account balances while still working if you incur a hardship:

- Elective Deferrals, excluding post-1988 earnings

**Are there requirements I must meet to take a hardship distribution?**

Yes. In order to receive a hardship distribution from your Elective Deferrals, excluding post-1988 earnings you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by the Plan Administrator. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, dependents, or Primary Beneficiary;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children, dependents, or Primary Beneficiary;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, dependents, or Primary Beneficiary; or
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction.

In order to have the hardship distribution satisfy an immediate and heavy financial the following also must be true.

- You have obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Company.
- The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- Your Elective Deferrals, if applicable, will be suspended for 6 months after the receipt of the hardship distribution.

**What form can my in-service distribution be taken in?**

You can take your in-service distribution as a cash distribution.

Your in-service distribution can be taken in a lump sum distribution.

**LOANS**

**Am I eligible to take a loan from the Plan?**

Yes. If you are an active employee you may apply for a loan from the Plan. Loans will only be made to persons who the Plan Administrator determines have the ability to repay the loan.

**How many loans can I have outstanding at any one time?**

The maximum number of loans you can have outstanding at any one time is 1. This number will include any previous loans you may have taken that were not paid back in full.

**Is there a minimum amount that I must take out as a loan?**

Yes. The minimum loan amount is \$1,000.

**Is there a maximum amount that I can take out as a loan?**

Yes. Your loan amount is limited to the lesser of:

- \$50,000 minus the difference between the highest outstanding balance of loans in the past 12 months, or
- 50% of your vested account balance.

**Is all of my account balance used when determining the amount of my vesting account balance purposes?**

Maybe. The Plan Administrator will determine whether you may receive a loan from your Roth Contribution Account. If the Plan Administrator allows loans from your Roth Contribution Account, the Plan Administrator may specify an ordering rule for loans. The ordering rule will determine whether loans will be made first or last from your Roth Contribution Account or in any combination of your Roth Contribution Account and any other Account.

**How long do I have to re-pay my loan?**

Your loan must be repaid within five years from the date of the loan. If the loan will be used to purchase a principle residence a longer repayment may be allowed (determined at the time the loan is made). The maximum loan term for a principal residence loan is 30 years.

**How often do I have to make loan payments?**

You must repay your loan in accordance with the repayment schedule established at the time the loan is taken. These payment will be at least on a per pay-roll basis. Full or partial prepayments are allowed. If you fail to make loan payments according to the established repayment schedule and you do not correct this failure in a timely manner (as determined by the Plan Administrator) the remaining loan balance will be "deemed distributed". This means that the remaining balance will become a taxable distribution for the year in which it was deemed. However, this does



not remove your obligation to repay the loan and the remaining balance plus the interest that has accrued since the loan was deemed will be taken into account when determining the maximum of any further loan and the deemed loan will count as an outstanding loan. Special repayment rules will apply if you take out a subsequent loan when you have an unpaid deemed loan outstanding.

**Do I have to make my loan payments through payroll deduction?**

Yes. Your loan payments will be made through payroll deduction from each of your regular paychecks.

**Can I refinance my loan?**

No. You may not refinance your loan.

**What happens to my loan if I terminate from service with the Company?**

When you terminate from service you must repay the entire outstanding balance on your loan. If you do not repay the loan when you terminate from service you may be subject to tax and penalties on the unpaid portion of the loan.

**Are there any fees associated with taking a loan?**

You may be charged fees related to granting and administration of loans from the Plan. Please contact the Plan Administrator if you would like more information regarding taking a loan from the Plan.

**INVESTMENTS**

**Can I direct how my account balances will be invested?**

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by going to the following web site: [www.nationwide.com](http://www.nationwide.com)

**How often can I change my investment election?**

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

**What type of accounts can my account balance be invested in?**

Your account balance can be invested in annuity contracts and custodial accounts.

**How will my account balances be invested if I do not make an investment election?**

If you do not make an investment election your account balances will be placed in investments selected by the Plan Administrator.

**How often does the Plan Administrator determine how much my benefit in the Plan is worth?**

The Plan Administrator will determine the value of each Participant's benefit under the Plan on each business day. The Plan Administrator may also choose other dates to determine the value of each Participant's benefit under the Plan.

**MISCELLANEOUS**

**Domestic Relations Orders**

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

**Insurance**

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

**Administrator Discretion**

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

**Plan is Not a Contract of Employment**

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Company and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Company's service or to interfere with the Company's right to discharge any employee at any time.

**Waiver**

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

## **Errors**

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

## **ADMINISTRATIVE INFORMATION**

### **Plan Sponsor**

The Plan Sponsor is Volunteers of America Chesapeake, Inc..

- Employer Identification Number: 52-0610547
- Address: 7901 Annapolis Road - Suite 200, Lanham, MD 20706
- Phone number: 301-459-2020

### **Plan Administrator**

The Plan Administrator is Volunteers of America Chesapeake, Inc..

- Address: 7901 Annapolis Road - Suite 200, Lanham, MD 20706
- Phone number: 301-459-2020

### **Plan Assets**

Assets of the Plan are held in annuity contracts and custodial accounts.

### **Agent for Legal Service**

The agent for legal service for the Plan is the president of the board of Volunteers of America Chesapeake, Inc..

- Address: 7901 Annapolis Road - Suite 200, Lanham, MD 20706
- Phone number: 301-459-2020

### **Plan Number**

The Plan is a 403(b) plan. The Plan number is 002.

### **Plan and Fiscal Year**

The Company's fiscal year and the Plan Year end on December 31.

### **Participating Employers**

You may receive from the Plan Administrator, upon written request, information on what other employer are participating in the Plan along with the participating employers' address.

## **DEFINITIONS**

### **Account**

Your Account is the sum of all of your amounts in each of your different contribution accounts.

### **Beneficiary**

Your Beneficiary are the individuals who will get your benefit under the plan upon your death. You have the right to designate one or more primary and one or more secondary beneficiaries.

For all Plan purposes, your spouse will only be considered your spouse when you have been married for more than one year.

### **Compensation**

Compensation is most of your taxable income received from the Company as specified in IRS regulations measured over the Plan Year. For any self-employed individual, Compensation will mean earned income.

For purposes of Elective Deferrals, Matching Contributions and Non-Elective Contributions, Compensation will include any amount you elect to defer on a tax-preferred basis to any the Company benefit plan.

For purposes of Elective Deferrals, Matching Contributions and Non-Elective Contributions, Compensation will include any amounts not available to you in cash in lieu of group health coverage because you are unable to certify that you have other health coverage.

For purposes of Elective Deferrals, Matching Contributions and Non-Elective Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Company.

**Disability**

You will be considered Disabled when you are 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 must be supported by medical evidence.

**Elective Deferrals**

Elective Deferrals are the amount of your Compensation that you chose to deposit into the Plan under a salary reduction agreement you complete with the Company.

Elective Deferrals can be contributed either on a pre-tax basis or an after-tax basis. After-tax Elective Deferrals are referred to as Roth Elective Deferrals.

**Matching Contributions**

Matching Contributions are contributions that the Company may make to the Plan on your behalf based on how much you contribute to the Plan.

**Normal Retirement Age**

Normal Retirement Age (NRA) is age 55.

**Non-Elective Contributions**

Non-Elective Contributions are contributions that the Company may make to the Plan on your behalf based on a formula specified in the "Contributions - Employer" portion of this document.

**Plan Year**

The Plan Year is the 12 month period ending on December 31.

**Rollover Contributions**

Rollover contributions are the assets that you moved (rolled over) from another retirement plan to the Plan.

**Termination from Employment**

You will be considered to have a Termination from Employment from the Company when you are no longer employed by the Company or on the day when the Company is no longer eligible to sponsor the Plan.

**Transfer Contributions**

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Company's discretion as part of a merger or related transaction.

**Year of Eligibility Service**

A Year of Eligibility Service is earned when you have 1,500 hours in a Eligibility Computation period. The Eligibility Computation period is each 12 month period starting on your hire date for your first year of employment. Subsequent Eligibility Computation periods will be the Plan Year.

**VENDOR APPENDIX****Approved Vendors**

An approved vendor is an organization who accepts ongoing plan contributions directly from the Company. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between the approved vendors.

- Nationwide

**FEES APPENDIX**

Your Account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include the following:

- The Plan may charge terminated Participants only for the expenses of receiving a distribution following termination of employment (if applicable to the Participant) in the following manner: \$75.
- The Plan may charge all Participants for the expenses of determining required minimum distributions (if applicable to the Participant) in the following manner: \$75.
- The Plan may charge all Participants for the expenses of receiving a hardship withdrawal (if applicable to the Participant) in the following manner: \$75.
- The Plan may charge all Participants for the expenses of receiving an in-service withdrawal other than hardship (if applicable to the Participant) in the following manner: \$75.

- The Plan may charge all Participants for the expenses of processing a domestic relations order (if applicable to the Participant) in the following manner: \$250.
- The Plan may charge terminated Participants only for the expenses of operating the Plan in the following manner: \$36 per year.
- If you obtain a loan, the Plan may charge an initial loan processing fee of \$75 and an ongoing loan maintenance fee of \$50.

**Fees listed above are subject to change. Please check with the Plan Administrator to be sure you have a current fee listing.**