COLUMBIA THREADNEEDLE INVESTMENTS

Columbia Threadneedle Investments
SEP Simplified Employee Pension Plan

This kit contains:

Part I. Instructions and Basic Plan Document

Part II. Eligibility form and Adoption Agreement

Part III. Employee information and SEP Summary for employees

Part IV. Contribution form

COLUMBIA THREADNEEDLE INVESTMENTS

Columbia Threadneedle Investments
SEP Instructions and Basic Plan documents

- Read carefully and retain for your records

Establishing a Columbia Threadneedle Investments SEP

You may want to consult your tax and/or legal advisor prior to establishing your plan.

1. Complete and sign the Columbia Threadneedle Investments SEP Plan *Eligibility* Form and the *Adoption Agreement*. New plans may be established any time during the year or may be established for the preceding year by the employer's tax filing due date plus extensions.
2. Immediately distribute to each employee a photocopy of the completed *SEP Summary for Employees and Employee Information Sheet*.
3. Determine who is eligible to participate in the plan, and how you will handle enrollment and contributions. Your Financial Advisor can provide your employees with information on the Columbia family of funds and a Columbia Threadneedle Investments IRA application. **Each eligible employee must complete a Columbia Threadneedle Investments IRA application prior to the date you make a SEP contribution.**
4. Send the SEP Plan *Eligibility Form* and the *Adoption Agreement*, along with your employees' Columbia Threadneedle Investments IRA applications, to:

   Columbia Management Investment Services Corp.
   P.O. Box 219104, Kansas City, MO 64121-9104

5. When you are ready to make your contribution, send the completed Columbia Threadneedle Investments SEP Contribution Form to the address above, or contact Columbia Threadneedle Investments for a new form or an electronic version of the form.

If you have any questions regarding the establishment of your Columbia Threadneedle Investments SEP, please call Columbia Threadneedle Investments toll free at 800.799.7526, Monday through Friday, between 8:00 a.m. and 5:00 p.m. ET.

Basic Plan Document

Definitions

Adopting Employer Means any corporation, sole proprietor, or other entity named in the Adoption Agreement and any successor who by merger, purchase, or otherwise, assumes the obligations of the Plan.

Adoption Agreement Means the document executed by the Employer through which it adopts the Plan and thereby agrees to be bound by all terms and conditions of the Plan.

Basic Plan document Means this prototype plan document.

Code Means the Internal Revenue Code of 1986 as amended.

Compensation As elected by the Adopting Employer in the Adoption Agreement, Compensation shall mean one of the following, except as otherwise specified in the Plan:

1. **W-2 wages.** (Information required to be reported under Code sections 6041, 6051, and 6052 (wages, tips, and other compensation as reported on Form W-2)). Compensation is defined as wages within the meaning of Code section 3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052. Compensation must be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).
2. **Section 3401(a) wages.** Compensation is defined as wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).
3. **415 Safe-Harbor Compensation.** Compensation is defined as wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the SEP Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan, as described in Regulations section 1.61-2(c), and excluding the following:

   (a) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer Contributions under a SEP plan, or any distributions from a plan of deferred compensation;

   (b) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

   (c) Amounts realized from the sale, exchange, or other disposition of stock acquired under a qualified stock option; and

   (d) Other amounts which received special tax benefits, such as premiums for group-term life insurance (but only to the extent the premiums are not includible in the gross income of the employee).

Compensation shall include only that Compensation which is actually paid or made available to the Participant during the Plan Year.

A Participant's Compensation shall include any elective deferral described in Code section 402(g)(3) or any amount that is contributed by the Employer at the election of the Employee and that is not includible in the gross income of the Employee under Code sections 125, 132(f)(4), or 457.

The annual Compensation of each Participant taken into account under the Plan for any year shall not exceed the Compensation limit described in Code section 401(a)(17) as adjusted by the Secretary of the Treasury for increases in the cost-of living in accordance with Code section 401(a)(17)(B). Such adjustments shall be made in multiples of $5,000 (the Compensation limit for 2024 is $345,000. If a Plan determines Compensation for a period of time that contains fewer than 12 calendar months, then the annual Compensation limit is an amount equal to the annual Compensation limit for the calendar year in which the Compensation period begins multiplied by a fraction, the numerator of which is the number of full months in the short Compensation period, and the denominator of which is 12.

For purposes of Section Seven, Compensation shall include any amount which is contributed by the Employer as an Elective Deferral pursuant to a salary reduction

agreement which is not includible in the gross income of the Employee under Code section 402(h).

Earned income Means the net earnings from self-employment in the trade or business with respect to which the Plan is established, for which personal services of the Self-Employed Individual are a material income-producing factor. Net earnings will be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings are reduced by contributions by the Employer to a qualified plan or to a Simplified Employee Pension plan to the extent deductible under Code section 404.

Net earnings shall be determined with regard to the deduction allowed to the Employer by Section 164(f) of the Code for taxable years beginning after December 31, 1989.

Employee Means any person who is employed by the Employer as a common law employee and, if the Employer is a sole proprietorship or partnership, any Self-Employed Individual who performs services with respect to the trade or business of the Employer as described in Code section 401(c)(1). Further, any employee of any other employer required to be aggregated under Code sections 414(b), (c), (m), or (o) and, unless otherwise indicated in the Adoption Agreement, any leased Employee required to be treated as an employee of the Employer under Code section 414(n) shall also be considered an Employee.

Employer Means the Adopting Employer and any successor who by merger, consolidation, purchase, or otherwise assumes the obligations of the Plan. A partnership is considered to be the Employer of each of the partners and a sole proprietorship is considered to be the Employer of the sole proprietor.

If the Adopting Employer is a member of a controlled group of corporations (as defined in Code section 414(b)), a group of trades or businesses under common control (as defined in Code section 414(c)), an affiliated service group (as defined in Code section 414(m)), or is required to be aggregated with any other entity as defined in Code section 414(o), then for purposes of the Plan, the term Employer shall include the other members of such groups or other entities required to be aggregated with the Adopting Employer.

Highly Compensated Employees A Highly Compensated Employee is a Participant described in Code section 414(q) who during the current or preceding year (a) was a five-percent owner of the Employer as defined in Code section 416(i)(1)(B)(i); or (b) received Compensation in excess of $155,000, as adjusted pursuant to Code section 414(q)(1).

IRA Means a Traditional individual retirement account or Traditional individual retirement annuity, which satisfies the requirements of Code section 408(a) or (b).

Participant Means any Employee who has met the eligibility requirements of Section Three of the Plan, and who is or may become eligible to receive an Employer Contribution.

Plan Means the prototype SEP Plan adopted by the Employer that is intended to satisfy the requirements of Code section 408(k). The Plan consists of the Basic Plan Document plus the corresponding Adoption Agreement as completed and signed by the Employer.

Plan Year Means the 12-consecutive-month period which coincides with the Employer's taxable year or such other 12-consecutive-month period as is designated in the Adoption Agreement.

Prior Plan Means a plan which was amended or replaced by adoption of this Plan, as indicated in the Adoption Agreement.

Prototype Sponsor Means the entity specified in the Adoption Agreement that makes this prototype Plan available to employers for adoption.

Regulations Means the Treasury Regulations.

Self-Employed Individual Means an individual who has Earned Income for a Plan Year from the trade or business for which the Plan is established; also, an individual who would have had Earned Income but for the fact that the trade or business had no net profits for the Plan Year.

Taxable wage base Means, with respect to any taxable year, the contribution and benefit base in effect under Section 230 of the Social Security Act at the beginning of the Plan Year.

Section One: Establishment and purpose of plan

1.01 **Purpose** The purpose of this Plan is to provide, in accordance with its provisions, a Simplified Employee Pension plan providing benefits upon retirement for the individuals who are eligible to participate hereunder.

1.02 **Intent to qualify** It is the intent of the Employer that this Plan shall be for the exclusive benefit of its Employees and shall qualify for approval under Code section 408(k). This document is intended to conform with the applicable rules and procedures of the Internal Revenue Service (IRS) that apply to prototype Simplified Employee Pension plans.

1.03 **Use with IRA** This prototype Plan must be used with an IRS model IRA (Form 5305 or Form 5305-A) or any other plan that satisfies Code section 408(a) or 408(b).

Section Two: Effective dates

The Effective Date means the date the Plan (or in the event a Prior Plan is amended, the restatement) becomes effective as indicated in the Adoption Agreement.

Section Three: Eligibility and participation

3.01 **Eligibility requirements** Except for those Employees described in Section 3.02 of the Plan that are excluded as indicated in the Adoption Agreement, each Employee of the Employer who fulfills the eligibility requirements specified in the Adoption Agreement shall become a Participant. When the Employer maintains the Plan of a predecessor employer, an Employee's service will include his or her service for such predecessor employer.

3.02 **Exclusion of certain Employees** The Employer may exclude collective bargaining unit Employees, non-resident aliens, and acquired Employees, as defined in paragraphs (A) through (C) below, from participating in the Plan. In addition, the Employer may exclude Employees earning less than the defined Compensation threshold as defined in paragraph (D) below, pursuant to the conditions described therein.

A. **Collective bargaining unit Employees.** A collective bargaining unit Employee is an Employee included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, if retirement benefits were the subject of good faith bargaining and if two percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in Regulations section 1.410(b)-9. For this purpose, the term "Employee representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

B. **Non-resident aliens.** A non-resident alien is an Employee who is a nonresident alien (within the meaning of Code section 7701(b)(1)(B)) and who received no earned income (within the meaning of Code section 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code section 861(a)(3)).

C. **Acquired Employees.** An acquired Employee is an Employee who would be employed by another employer that has been involved in an acquisition or similar transaction described under Code section 410(b)(6)(C) with the Employer, had the transaction not occurred. If elected on the Adoption Agreement, an acquired Employee will not be eligible to become a Participant in the Plan during the period beginning on the date of the transaction and ending on the last day of the first Plan Year beginning after the date of the transaction.

D. **Compensation amount.** Compensation for the purposes of the $750 limit of Code section 408(k)(2)(C) shall be defined as Code section 414(q)(4) Compensation.

3.03 **admittance as a Participant**

A. **Prior Plan.** If this Plan is an amendment or continuation of a Prior Plan, each Employee of the Employer who, immediately before the Effective Date, was a participant in the Prior Plan shall be a Participant in this Plan as of the Effective Date.

B. **Notification of eligibility.** The Employer shall notify each Employee who becomes a Participant of his or her status as a Participant in the Plan and of his or her duty to establish an IRA to which Employer Contributions may be made.

C. **Establishment of an IRA.** If a Participant fails to establish an IRA within a reasonable period of time after receiving notice from the Employer pursuant to Section 3.03(B) of the Plan, the Employer may execute any necessary documents to establish an IRA on behalf of the Participant.

3.04 **determinations under this section** The Employer shall determine the eligibility of each Employee to be a Participant. This determination shall be conclusive and binding upon all persons except as otherwise provided herein or by law.

3.05 **limitation respecting employment** Neither the fact of the establishment of the Plan nor the fact that an Employee has become a Participant shall give to that Employee any right to continued employment; nor shall either fact limit the right of the Employer to discharge or to deal otherwise with an Employee without regard to the effect such treatment may have upon the Employee's rights under the Plan.

Section Four: Contributions and allocations

4.01 Employer Contributions

A. **Obligation to Contribute.** An Employer Contribution is the amount contributed by the Employer to this Plan. Except as otherwise indicated in the Adoption Agreement, the Employer will contribute an amount to be determined from year to year. The Employer may, in its sole discretion, make contributions without regard to current or accumulated earnings or profits.

B. **Allocation formula.** Employer Contributions shall be allocated in accordance with the allocation formula selected in the Adoption Agreement. Each Employee who has satisfied the eligibility requirements pursuant to Section 3.01 of the Plan (thereby becoming a Participant) will share in such allocation. Employer Contributions made for a Plan Year on behalf of any Participant shall not exceed the lesser of 25 percent of Compensation or $69,000, as adjusted under Code section 415(d). For purposes of the 25 percent limitation described in the preceding sentence, a Participant's Compensation does not include any elective deferral described in Code section 402(g)(3) or any amount that is contributed by the Employer at the election of the Participant and that is not includible in the gross income of the Participant under Code sections 125, 132(f)(4), or 457, except as otherwise provided in Section 7.07(A) of the Plan.

1. **Pro Rata allocation formula.** If the Employer has selected the pro rata allocation formula in the Adoption Agreement, then Employer Contributions for each Plan Year shall be allocated to the IRA of each Participant in the same proportion as such Participant's Compensation for the Plan Year bears to the total Compensation of all Participants forsuch year.

2. **Integrated allocation formula.** If the Employer has selected the integrated allocation formula in the Adoption Agreement, then Employer Contributions for the Plan Year will be allocated to Participants' IRAs as follows:

Step 1 Employer Contributions will be allocated to each Participant's IRA in the ratio that each Participant's total Compensation bears to all Participants' total Compensation, but not in excess of three percent of each Participant's Compensation.

Step 2 Any Employer Contributions remaining after the allocation in Step One will be allocated to each Participant's IRA in the ratio that each Participant's Compensation for the Plan Year in excess of the integration level bears to the Compensation of all Participants in excess of the integration level, but not in excess of three percent of the Participant's Compensation. For purposes of this Step Two, in the case of any Participant who has exceeded the cumulative permitted disparity limit described below, such Participant's total Compensation for the calendar year will be taken into account.

Step 3 Any Employer Contributions remaining after the allocation in Step Two will be allocated to each Participant's IRA in the ratio that the sum of each Participant's total Compensation and Compensation in excess of the integration level bears to the sum of all Participants' total Compensation and Compensation in excess of the integration level, but not in excess of the maximum disparity rate described in the table below. For purposes of this Step Three, in the case of any Participant who has exceeded the cumulative permitted disparity limit described below, two times such Participant's total compensation for the calendar year will be taken into account.

Step 4 Any Employer Contributions remaining after the allocation in Step Three will be allocated to each Participant's IRA in the ratio that each Participant's total Compensation for the Plan Year bears to all Participants' total Compensation for that Plan Year.

The integration level shall be equal to the Taxable Wage Base or such lesser amount elected by the Employer in the Adoption Agreement.

Integration Level	Maximum Disparity Rate
Taxable Wage Base (TWB)	2.7%
More than $0 but not more than X*	2.7%
More than X* of TWB but not more than 80 percent of TWB	1.3%
More than 80 percent of TWB but not more than TWB	2.4%

** X means the greater of $10,000 or 20 percent of TWB.*

Annual overall permitted disparity limit. Notwithstanding the preceding paragraphs, for any calendar year this Plan benefits any Participant who benefits under another Simplified Employee Pension plan or qualified plan described in Code section 401(a) maintained by the Employer that provides for permitted disparity (or imputes disparity), Employer Contributions under this Plan will be allocated to each Participant's IRA in the ratio that the Participant's total Compensation for the calendar year bears to all Participants' total Compensation for that year.

Cumulative permitted disparity limit. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no cumulative permitted disparity limit. Effective for calendar years beginning on or after January 1, 1995, the cumulative permitted disparity limit for a Participant who has benefited under a defined benefit or target benefit plan is 35 total cumulative permitted disparity years. Total cumulative permitted disparity years means the number of years credited to the Participant for allocation or accrual purposes under this Plan or any other Simplified Employee Pension plan or any qualified plan described in Code section 401(a) (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year.

C. Timing of Employer Contribution. Employer Contributions, if any, made on behalf of Participants for a Plan Year shall be allocated and deposited to the IRA of each Participant no later than the due date for filing the Employer's tax return (including extensions).

4.02 Top-heavy plan The following mandatory minimum allocation applies when this Plan is a Top-Heavy Plan:

Unless another plan of the Employer is designated in the Adoption Agreement to satisfy the top-heavy requirements of Code section 416, each year this Plan is a Top-Heavy Plan, the Employer will make a minimum contribution to the IRA of each Participant who is not a Key Employee of at least three percent of the Participant's Compensation. However, in the event that no Key Employee receives a contribution (including Elective Deferrals) of three percent or more for the applicable Plan Year, the Participant who is not a Key Employee need only receive a contribution which is no less than the highest contribution percentage received by any Key Employee.

For purposes of satisfying the minimum contribution requirement of Code section 416, all Employer Contributions under the plan shall be taken into account, but Elective Deferrals shall not be taken into account.

A Key Employee is any Employee or former Employee or beneficiary(ies) of such Employee who at any time during the preceding Plan Year was (a) an officer of the Employer with Compensation greater than $220,000 for 2024 (as adjusted under Code section 416(i)(1)(A)); (b) a five-percent owner of the Employer as defined in Code section 416(i)(1)(B)(i); or (c) a one-percent owner of the Employer with Compensation greater than $155,000.

This plan is a Top-Heavy Plan for a Plan Year if, as of the last day of the preceding Plan Year (or current Plan Year if this is the first year of the Plan), the total of Employer Contributions made on behalf of Key Employees for all the years this SEP has been in existence exceeds 60 percent of such contributions for all Employees. If the Employer maintains (or maintained within the preceding Plan Year) any other SEP or qualified plan in which a Key Employee participates (or participated), the contributions, account balances, or present value of accrued benefits, whichever is applicable, must be aggregated with the contributions made under this Plan. The contributions (and account balances and present value of accrued benefits, if applicable) of an Employee who ceases to be a Key Employee, or of an individual who has not performed services for the Employer in the preceding Plan Year, shall be disregarded. The identification of Key Employees and the top-heavy calculation shall be determined in accordance with Code section 416 and any guidance issued thereunder.

4.03 Vesting and withdrawal rights All Employer Contributions made under the Plan on behalf of Employees shall be fully vested and nonforfeitable at all times. Each Employee shall have an unrestricted right to withdraw at any time all or a portion of the Employer Contributions made on his or her behalf. However, withdrawals taken are subject to the same taxation and penalty

provisions of the Code, which are applicable to IRA distributions.

4.04 **Simplified Employer reports** The Employer shall furnish Participant reports, relating to contributions made under the Plan, in the time and manner and containing the information prescribed by the Secretary of the Treasury. Such reports shall be furnished at least annually and shall disclose the amount of the contribution made under the Plan to the Participant's IRA.

4.05 **Deductibility of contributions** Contributions to the Plan are deductible by the Employer for the taxable year with or within which the Plan Year of the Plan ends. Contributions made for a particular taxable year and contributed by the due date of the Employer's income tax return, including extensions, are deemed made in that taxable year.

Section Five: Compensation and Plan Year elections

Except as otherwise provided in the Adoption Agreement, Compensation shall mean W-2 wages and the Plan Year shall mean the 12-consecutive month period which coincides with the Adopting Employer's fiscal year.

Section Six: Amendment or termination of plan

6.01 **Amendment by Employer** The Employer reserves the right to amend the elections made or not made in the Adoption Agreement by executing a new Adoption Agreement. The Employer shall neither have the right to amend any nonelective provision of the Adoption Agreement nor the right to amend provisions of this Basic Plan Document. If the Employer adopts an amendment to the Adoption Agreement or Basic Plan Document in violation of the preceding sentence, the Plan will be deemed to be an individually designed plan and may no longer participate in this prototype Plan.

6.02 **Amendment or termination of sponsorship by Prototype Sponsor** The Employer, by adopting the Plan, expressly delegates to the Prototype Sponsor the power, but not the duty, to amend the Plan without any further action or consent of the Employer as the Prototype Sponsor deems either necessary for the purpose of adjusting the Plan to comply with all laws and applicable Regulations governing Simplified Employee Pension plans, or desirable to the extent consistent with such laws and applicable Regulations. Specifically, it is understood that the amendments may be made unilaterally by the Prototype Sponsor. However, it shall be understood that the Prototype Sponsor shall be under no obligation to amend the Plan documents and the Employer expressly waives any rights or claims against the Prototype Sponsor for not exercising this power to amend.

An amendment by the Prototype Sponsor shall be accomplished by giving notice to the Adopting Employer of the amendment to be made. The notice shall set forth the text of such amendment and the date such amendment is to be effective. Such amendment shall take effect unless, within the 30-day period after such notice is provided, or within such shorter period as the notice may specify, the Adopting Employer gives the Prototype Sponsor written notice of refusal to consent to the amendment. Such written notice of refusal shall have the effect of withdrawing the Plan as a prototype plan and shall cause the Plan to be considered an individually designed plan. The right of the Prototype Sponsor to cause the Plan to be amended shall terminate should the Plan cease to conform as a prototype plan as provided in this or any other section.

In addition to the amendment rights described above, the Prototype Sponsor shall have the right to terminate its sponsorship of this Plan by providing notice to the Adopting Employer of such termination. Such termination of sponsorship shall have the effect of withdrawing the Plan as a prototype plan and shall cause the Plan to be considered an individually designed plan. The Prototype Sponsor shall have the right to terminate its sponsorship of this Plan regardless of whether the Prototype Sponsor has terminated sponsorship with respect to other employers adopting its prototype Plan.

6.03 **Limitations on power to amend** No amendment by either the Employer or the Prototype Sponsor shall reduce or otherwise adversely affect any Participant's benefits acquired prior to such amendment unless it is required to maintain compliance with any law, regulation, or administrative ruling pertaining to Simplified Employee Pension plans.

6.04 **Termination** While the Employer expects to continue the Plan indefinitely, the Employer shall not be under any obligation or liability to continue contributions or to maintain the Plan for any given length of time. The Employer may terminate this Plan at any time by appropriate action of its managing body.

6.05 Notice of amendment or termination
Any amendment or termination shall be communicated by the Employer to all appropriate parties as required by law. Amendments made by the Prototype Sponsor shall be furnished to the Employer and communicated by the Employer to all appropriate parties as required by law.

6.06 Continuance of plan by Successor Employer A successor of the Employer may continue the Plan and be substituted in the place of the present Employer.

6.07 Sending of notices To the extent written instructions or notices are required under this Plan, the Prototype Sponsor or Employer may accept or provide such information in any other form permitted by the Code or related Regulations. Any required notice will be considered effective when it is sent to the intended recipient at the last known address which is on file with the provider of the notice.

6.08 Limitation of liability The Prototype Sponsor, trustee, custodian, or issuer of this Plan shall not be liable for any losses incurred by the IRA by any direction to invest communicated by the Employer, or any Participant or beneficiary. It is specifically understood that the Prototype Sponsor, trustee, custodian, or issuer shall have no duty or responsibility with respect to the determination of the adequacy of contributions to the Plan and enforcing the payment of such contributions. In addition, it is specifically understood that the Prototype Sponsor, trustee, custodian, or issuer shall have no duty or responsibility with respect to the determination of matters pertaining to the eligibility of any Employee to become a Participant or remain a Participant hereunder; it being understood that all such responsibilities under the Plan are vested in the Employer. Finally, it is specifically understood that the Prototype Sponsor shall have no responsibility for IRAs maintained by Participants at IRA trustees, custodians, or issuers other than the Prototype Sponsor.

Section Seven: Salary Deferral Sep Provisions

In addition to Sections One through Six of the Plan, the provisions of Section Seven shall apply if the Adopting Employer is an eligible employer and has adopted a salary deferral simplified employee pension plan (SARSEP) by indicating in the Adoption Agreement that Elective Deferrals are permitted. The Elective Deferrals will be contributed by the Employer to the IRA established by or on behalf of each Contributing Participant to accept contributions made under this SARSEP.

This Plan is an amendment to the Adopting Employer's existing SARSEP that is intended to qualify under Code section 408(k)(6) and any guidance issued thereunder.
This amendment shall be effective upon adoption.

7.01 Elective Deferrals and catch-up contributions
Elective Deferrals shall be permitted for a Plan Year only if (a) not less than 50 percent of the Employees eligible to participate elect to have Elective Deferrals made to the Plan on their behalf; and (b) the Employer had no more than 25 Employees at all times during the prior Plan Year who were eligible to participate in the Plan.

Subject to the limits described in Section 7.07 of the Plan, the amount of Elective Deferrals so contributed shall be the amount required by the salary reduction agreements of Contributing Participants.

Elective Deferrals. Elective Deferrals are contributions made by the Employer on behalf of a Contributing Participant pursuant to Section 7.07 of the Plan. Elective Deferrals shall be deemed to be Employer Contributions for purposes of (a) the contribution limits described in Section 4.01(B) of the Plan; (b) the vesting and withdrawal rights described in Section 4.03 of the Plan; and (c) determining whether this Plan is a Top-Heavy Plan as described in Section 4.02 of the Plan.

Elective Deferrals made on behalf of Contributing Participants for a Plan Year shall be allocated and deposited to the IRA of each Contributing Participant by the earlier of (1) the first date on which such Elective Deferrals can be reasonably segregated from the Employer's general assets or, (2) 15 business days after the end of the month in which the Elective Deferrals were deducted.

No Elective Deferrals may be based on Compensation a Participant received, or had a right to receive, before execution of a salary reduction agreement by the Participant.

Catch-up contribution. Unless otherwise specified in Section Seven in the Adoption Agreement, an eligible Employee who will attain age 50 on or before the end of the calendar year can elect to have his or her Elective Deferrals increased above the otherwise applicable limits specified in the Plan made by the Employer, above any dollar or percentage limit applicable to eligible employees.

The additional amount shall not be greater than $7,500 for 2024. After 2024, the additional amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 414(v)(2)(C). Such adjustments will be in multiples of $500. Catch-Up Contributions will be determined in accordance with Code section 414(v) and any guidance issued thereunder.

7.02 Requirements to enroll as a Contributing Participant A Contributing Participant is an Employee who has met the eligibility requirements and who has enrolled as a Contributing Participant pursuant to this Section of the Plan and on whose behalf the Employer is contributing Elective Deferrals.

Each Employee who becomes a Participant may enroll as a Contributing Participant. A Participant shall be eligible to enroll as a Contributing Participant on the first day of any Plan Year, the first day of the seventh month of any Plan Year and any more frequent dates as the Employer may designate in a uniform and nondiscriminatory manner.

7.03 Salary reduction agreement A Participant may elect to have Elective Deferrals made under this Plan through either single-sum or continuing contributions, or both, pursuant to a salary reduction agreement. The Employer shall contribute to each Contributing Participant's IRA the amount of Elective Deferrals chosen by the Contributing Participant.

A. Modification of salary reduction agreement. A Contributing Participant may modify his or her salary reduction agreement to increase or decrease (within the limits placed on Elective Deferrals in the Adoption Agreement) the amount of his or her Compensation deferred into his or her IRA under the Plan. Such modification may only be made prospectively effective as of the first day of any Plan Year, the first day of the seventh month of any Plan Year, and any more frequent dates as the Employer may designate in a uniform and nondiscriminatory manner. A Contributing Participant who desires to make such a modification shall complete, sign, and file a new salary reduction agreement with the Employer at least 30 days (or such lesser period of days as the Employer shall permit in a uniform and nondiscriminatory manner) before the modification is to become effective.

B. Withdrawal as a Contributing Participant. A Participant may withdraw as a Contributing Participant as of the last date preceding the first day of any Plan Year, the first day of the seventh month of any Plan Year, and any more frequent dates as the Employer may designate in a uniform and nondiscriminatory manner. A Participant shall withdraw as a Contributing Participant by revoking his or her authorization to the Employer to make Elective Deferrals on his or her behalf. A Participant who desires to withdraw as a Contributing Participant shall give written notice of withdrawal to the Employer at least 30 days (or such lesser period of days as the Employer shall permit in a uniform and nondiscriminatory manner) before the effective date of withdrawal. A Participant shall cease to be a Contributing Participant upon his or her termination of employment, or on account of termination of the Plan.

C. Return as Contributing Participant after withdrawal. A Participant who has withdrawn as a Contributing Participant under Section 7.03(B) of the Plan may not become a Contributing Participant again until the first day of the first Plan Year following the effective date of his or her withdrawal as a Contributing Participant.

7.04 Actual Deferral Percentage (ADP) test limits

A. Excess Contributions. Elective Deferrals (other than Catch-Up Contributions determined before application of the deferral percentage limitation) by a Highly Compensated Employee must satisfy the actual deferral percentage (hereinafter "ADP") limitation under Code section 408(k)(6). The ADP of any Highly Compensated Employee who is eligible to be a Contributing Participant shall not be more than the product obtained by multiplying the average of the ADPs of all non-Highly Compensated Employees who are eligible to become Contributing Participants during the Plan Year by 1.25. For purposes of this Section of the Plan, an Employee's ADP is the ratio (expressed as a percentage) of his or her Elective Deferrals (other than Catch-Up Contributions), for the Plan Year to his or her Compensation for the Plan Year. The ADP of an Employee who is eligible to be a Contributing Participant, but who does not make Elective Deferrals during the Plan Year is zero. The determination of the ADP for any Employee is to be made in accordance with Code sections 408(k)(6) and 414(v) and any guidance issued thereunder.

Amounts in excess of the ADP limitation will be deemed Excess Contributions on behalf of the Highly Compensated Employee or Employees.

B. Distribution of Excess Contributions. The Employer shall notify each affected Participant who is a Highly Compensated Employee, within 2 1/2 months following the end of the Plan Year to which the SEP Plan contributions relate, of any Excess Contributions to such Participant's IRA for the applicable Plan Year. Such notification shall specify the amount of the Excess Contributions and the calendar year in which the contributions are includible in income, and must provide an explanation of applicable penalties if the Excess Contributions are not withdrawn in a timely manner. Excess Contributions of a Contributing Participant who will attain age 50 on or before the end of the calendar year are not includible in income and do not have to be withdrawn to the extent such Contributing Participant has not reached the Catch-Up Contribution limit for the Plan Year to which the Excess Contributions relate.

Excess Contributions that are includible in the Contributing Participant's gross income are includible on the earliest dates any Elective Deferrals made on behalf of the Contributing Participant during the Plan Year would have been received by the Contributing Participant had he or she originally elected to receive the amounts in cash. However, if such Excess Contributions (not including allocable income) total less than $100, then the Excess Contributions are includible in the Contributing Participant's gross income in the year of notification. Income allocable to such Excess Contributions is includible in the year of withdrawal from the IRA.

If the Employer fails to notify any of the affected Contributing Participants within 2 1/2 months following the end of the Plan Year of an Excess Contribution, the Employer must pay a tax equal to 10 percent of the Excess Contribution. If the Employer fails to notify Contributing Participants by the end of the Plan Year following the Plan Year in which the Excess Contributions arose, the SEP Plan no longer will be considered to meet the requirements of Code section 408(k)(6). If the SEP Plan no longer meets the requirements of Code section 408(k)(6), then any contribution to a Contributing Participant's IRA will be subject to the IRA contribution limitations of Code sections 219 and 408 and thus may be considered an Excess Contribution to the Contributing Participant's IRA.

The notification to each affected Contributing Participant of the Excess Contributions must specifically state, in a manner calculated to be understood by the average Contributing Participant:

(a) The amount of the Excess Contributions attributable to that Contributing Participant's Elective Deferrals;

(b) The calendar year in which the Excess Contributions are includible in gross income, to the extent applicable; and

(c) To the extent applicable, that the Contributing Participant must withdraw the Excess Contributions (and allocable income) from the IRA by April 15 following the year of notification by the Employer. Those Excess Contributions not withdrawn by April 15 following the year of notification will be subject to the IRA contribution limitations of Code sections 219 and 408 for the preceding calendar year and thus may be considered an Excess Contribution to the Contributing Participant's IRA. Such Excess Contributions may be subject to the six-percent tax on Excess Contributions under Code section 4973. If income allocable to an Excess Contribution is not withdrawn by April 15 following the year of notification by the Employer, the income may be subject to the 10-percent tax on early distributions under Code section 72(t) when withdrawn.

7.05 Restriction on transfers and withdrawals

The Employer shall notify each Contributing Participant who makes an Elective Deferral for a Plan Year that, notwithstanding the prohibition on withdrawal restrictions contained in this Plan, any amount attributable to such Elective Deferrals which is withdrawn or transferred before the earlier of 2 1/2 months after the end of the particular Plan Year and the date the Employer notifies its Employeesthat the ADP limitations have been calculated, will be includible in income for purposes of Code sections 72(t) and 408(d)(1).

7.06 Participation requirement

A. Disallowed Deferrals. If the 50-percent participation requirement described in this Section of the Plan is not satisfied as of the end of any Plan Year, all Elective Deferrals made by Contributing Participants for that Plan Year shall be considered Disallowed Deferrals, (i.e., IRA contributions that are not SEP contributions).

B. Distribution of Disallowed Deferrals. The Employer shall notify each Contributing Participant, within 2 1/2 months after the end of the Plan Year to which the Disallowed Deferrals relate, that the amounts are no longer considered Elective Deferrals. Such notification shall specify the amount of the Disallowed Deferrals and the calendar year in which they are includible in income and must provide an explanation of applicable penalties if the Disallowed Deferrals are not withdrawn in a timely fashion.

The notice to each Contributing Participant must state specifically

(a) The amount of the Disallowed Deferrals;

(b) That the Disallowed Deferrals are includible in the Contributing Participant's gross income for the calendar year or years in which the amounts deferred would have been received by the Contributing Participant in cash had he or she not made an election to defer and that the income allocable to such Disallowed Deferrals is includible in the year withdrawn from the IRA; and

(c) That the Contributing Participant must withdraw the Disallowed Deferrals (and allocable income) from the IRA by April 15 following the calendar year of notification by the Employer. Those Disallowed Deferrals not withdrawn by April 15 following the year of notification will be subject to the IRA contribution limitations of Code sections 219 and 408 and thus may be considered an Excess Contribution to the Contributing Participant's IRA. Disallowed Deferrals may be subject to the six-percent tax on Excess Contributions under Code section 4973. If income allocable to a Disallowed Deferral is not withdrawn by April 15 following the year of notification by the Employer, the income may be subject to the 10-percent tax on early distributions under Code section 72(t) when withdrawn.

Disallowed Deferrals are reported in the same manner as are Excess Contributions.

7.07 Individual limitation on contributions

A. Maximum deferral amount. Under no circumstances may a Contributing Participant's Elective Deferrals in any calendar year exceed the lesser of 25 percent of his or her Compensation (determined without including the salary deferral contributions) or the limitation under Code section 402(g)(1) (without regard to Code section 402(g)(1)(C)) based on all of the plans of the Employer, unless the Contributing Participant will attain age 50 on or before the end of the calendar year. For such Contributing Participant, the limits in this paragraph are increased by the Catch-Up Contribution limit for the year. The limitation under Code section 402(g)(1) (without regard to Code section 402(g)(1)(C)) is $23,000. After 2024, the limitation may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 402(g)(4). Such adjustments will be in multiples of $500.

If an Employee exceeds the limitation as described under Section 7.07(A) of the Plan, those Elective Deferrals made by the Contributing Participant for the calendar year will be considered Excess Elective Deferrals.

B. Distribution of Excess Elective Deferrals. To the extent that a Contributing Participant's Elective Deferrals (other than Catch-Up Contributions determined before application of the ADP limitation) for a calendar year exceed the limits described in Section 7.07(A) of the Plan for that particular calendar year, the Contributing Participant must withdraw the Excess Elective Deferrals (and any income allocable to such amount) by April 15 following the year of the deferral. Excess Elective Deferrals of a Contributing Participant who will attain age 50 on or before the end of the calendar year are not includible in income and do not have to be withdrawn to the extent such Contributing Participant has not reached the Catch-Up Contribution limit for the Plan Year to which the Excess Elective Deferrals relate.

C. Other. If an Employer maintains any other SEP plan to which Employer Contributions are made for a Plan Year, or any qualified plan to which contributions are made for such Plan Year, then Employer Contributions may be limited to the extent necessary to satisfy the maximum contribution limitation under Code section 415(c)(1)(A) ($69,000 for 2024).

In addition to the dollar limitation of Code section 415(c)(1)(A), Employer Contributions under this Plan, when aggregated with contributions to all other SEP plans and qualified plans of the Employer, generally may not exceed 100 percent of Compensation for any Contributing Participant. If these limits are exceeded on behalf of any Contributing Participant for a particular Plan Year, that Contributing Participant's Elective Deferrals for that year must be reduced to the extent of the excess.

Each Contributing Participant's Elective Deferrals under this Plan may be based only on the first $345,000 of Compensation (as adjusted for increases in the cost-of-living in accordance with Code section 401(a)(17)(B)).

Section Eight: Adopting Employer Signature

Section Eight of the Adoption Agreement must contain the signature of an authorized representative of the Adopting Employer evidencing the Employer's agreement to be bound by the terms of the Basic Plan Document and Adoption Agreement.

COLUMBIA THREADNEEDLE INVESTMENTS

Columbia Threadneedle Investments
SEP Eligibility form and Adoption Agreement

- Complete and sign
- Keep a copy for your records
- Send along with your employees' Columbia Threadneedle Investments IRA account applications to:

  Columbia Management Investment Services Corp.
  P.O. Box 219104
  Kansas City, MO 64121-9104

SEP Eligibility Form

The following questions are designed to help you, the Employer, along with your attorney and tax advisor, determine if you are eligible to adopt a SEP Plan.

Requirements

Yes No

☐ ☐ 1. Do you own or control a business from which your personal services are an income producing factor?

If the answer is NO, STOP. You are not eligible to establish this Plan.

☐ ☐ 2. Is the business a member of a controlled group of corporations, businesses, or trades (whether or not incorporated) within the meaning of IRC Section 414(b) or 414(c)?

A controlled group is a group of corporations, businesses, or trades that have common ownership. All employees of businesses that are part of a controlled group are treated as employed by a single employer for plan qualification purposes. Please consult your tax advisor to determine if your business is a member of a controlled group.

☐ ☐ 3. Is the business a member of an affiliated service group within the meaning of IRC Section 414(m)?

An affiliated service group consists of two or more related organizations. Employees of the members of an affiliated service group are treated as employed by a single employer for plan qualification purposes. Please consult your tax advisor to determine if your business is a member of an affiliated service group.

☐ ☐ 4. Does the business use the services of leased employees within the meaning of IRC Section 414(n)?

If you have employees who have performed services for your company pursuant to an agreement with a leasing organization on a substantially full-time basis for a period of at least one year, and the services are performed under the primary direction and control of your company, you may have to cover these employees in your plan.

If you answered "YES" to any of the above questions 2 through 4, you may have to include the leased employees and/or Employees of the other business(es) in this Plan. Consult your tax advisor to determine what additional action, if any, you must take.

Signature

IMPORTANT: Please read before signing:

I certify that:

1. I am an authorized representative of the Employer and the Employer is eligible to establish the SEP Plan of the Prototype Sponsor.
2. In determining my eligibility to adopt this Plan, I relied solely upon the advice of my own advisors.
3. I agree not to hold the Prototype Sponsor responsible for any liabilities I may suffer as a result of being found ineligible to establish this Plan.

Date Executed _____

Print Name of Employer _____

Signature of Employer _____

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Instructions for completing the Adoption Agreement

These instructions are designed to help you, the Employer, along with your attorney and/or tax advisor, establish your SEP Plan. The instructions are meant to be used only as a general guide and are not intended as a substitute for qualified legal or tax advice.

Adoption Agreement

Columbia Threadneedle Investments recommends that you obtain the advice of a qualified tax or legal advisor before you sign the Adoption Agreement.

Employer information

Fill in the requested information.

Section 1. Establishment and purpose of plan

There are no elections required for Section One. Refer to the Basic Plan Document for information regarding this section.

Section 2. Effective dates

This SEP plan is either a new Plan (an initial adoption) or an amendment and restatement of an existing SEP Plan.

If this is a new SEP Plan, check Option A and fill in the Effective Date. The Effective Date is usually the first day of the plan year in which this Adoption Agreement is signed. For example, if an Employer maintains a Plan on a calendar year basis and this Adoption Agreement is signed on September 24, 2015, the Effective Date would be January 1, 2015.

If the reason you are adopting this Plan is to amend and replace an existing SEP Plan, check Option B. The existing SEP Plan which will be replaced is called a "Prior Plan." You will need to know the Effective Date of the Prior Plan. The best way to determine its Effective Date is to refer to the Prior Plan Adoption Agreement. The Effective Date of this amendment and restatement is usually the first day of the Plan Year in which the Adoption Agreement is signed.

Section 3. Eligibility and participation

NOTE: Section Three should be completed even if you do not have Employees.

Within limits, as the Employer you can specify the number of years your Employees must work for you and the age they must attain before they are eligible to participate in this Plan. Note that the eligibility requirements which you set up for the Plan also apply to you.

Suppose, for example, you establish a service requirement of three of the immediately preceding five years and an age requirement of 21. In that case, only those Employees (including yourself) who have worked for you for three of the immediately preceding five years and are at least 21 years old are eligible to participate in this Plan.

Part A. Service requirement

Fill in the number of years of service. This number must be either 0, 1, 2 or 3.

If Employees will be given credit for service with a predecessor Employer, fill in the name of the predecessor Employer.

Part B. Age requirement

Fill in the age an Employee must attain (no more than 21) to be eligible to participate in the Plan.

Part C. Employees employed as of Effective Date

Check Option 1 if Employees employed as of the Effective Date of the Plan who have not met the Plan age and service requirements will be deemed to have met those requirements. If not, check Option 2.

Part D. Class of Employees eligible to participate

1. Generally you are permitted to exclude Employees covered by the terms of a collective bargaining agreement (e.g., a union agreement) where retirement benefits were bargained for. If you wish to exclude those Employees, check the first box under Section Three, Part D.
2. You are permitted to exclude those Employees who are non-resident aliens with no U.S. income. If you wish to exclude those Employees, check the second box under Section Three, Part D.
3. You are permitted to exclude those Employees that are classified as Acquired Employees due to an acquisition or similar transaction described in the Code (during a transition period). If you wish to exclude those Employees, check the third box under Section Three, Part D.
4. You are permitted to exclude those Employees who have received less than $750 for 2024 (indexed for cost-of-living increases) of Compensation during the Plan Year. If you want to exclude those Employees, check the fourth box under Section Three, Part D.

Section 4. Contributions and allocations

Part A. Contribution formula

Option 1. Discretionary formula

Check this option if you want this SEP Plan to allow for flexible contributions that will be determined from year to year.

Option 2. Fixed percent of profits formula

Check this option if you want this SEP Plan to require a fixed contribution from year to year. Fill in the applicable contribution percentage and dollar amount.

Option 3. Not applicable

This option should be checked if the Employer will not make Employer contributions to this Plan.

Part B. Allocation formula

Once the contribution amount has been decided for a Plan Year, it must be allocated among the Participants in the Plan. The contribution can be allocated using either a pro rata formula, a flat dollar formula, or an integrated formula. Check Option 1, 2, or 3.

Option 1. Pro Rata formula

Check this option if you wish to have the contribution allocated to all Participants based on their Compensation for the Plan Year.

Option 2. Flat dollar formula

Check this option if you wish to contribute the same dollar amount for each Participant.

Option 3. Integrated formula

Check this option if the plan is to be integrated. Generally, integration is a method of giving some Participants in the Plan an extra contribution allocation.

Because of the complexity of integration, you should consult your tax advisor regarding this issue.

Part C. Top heavy minimum allocation

Choose if you wish to make the required top-heavy contribution to this Plan or to another plan you maintain (if applicable).

Section 5. Compensation and Plan Year elections

This Section allows you to define Compensation for purposes of Employer Contributions to the Plan, and also the time period the Plan will use to determine the Plan Year.

Part A. Compensation

Select either Option 1, 2, or 3 depending on how the Plan will define Compensation for purposes of Employer Contributions. Refer to the Definitions Section of the Plan for a description as to the Code requirements for each of these choices.

Part B. Plan Year

The Plan allows you to determine the Plan Year based on the 12-consecutive month period that coincides with your taxable year, the calendar year, or another 12-consecutive month period. Select the appropriate option that will define the Plan Year.

Section 6. Amendment or termination of plan

There are no elections required for Section Six. Refer to the Basic Plan Document for information regarding this section.

Section 7. Salary Deferral Sep Provisions

NOTE: This section may not be used to establish a new Salary Deferral SEP plan on or after January 1, 1997. You may, however, amend and restate a Salary Deferral SEP plan that was in existence prior to January 1, 1997.

Part A. Limits on Elective Deferrals

A limit may be placed on the Compensation deferred into the Plan by each Contributing Participant. The limit may be either a specific dollar amount or a percentage of Compensation.

NOTE: A Contributing Participant who attains age 50 on or before the end of the calendar year may elect, if allowed, to defer an additional amount as a Catch-Up Contribution in excess of the amount or percentage of Compensation indicated in Section Seven, Part A of the Adoption Agreement.

Part B. Separate Deferral Election for bonuses

Choose whether a Contributing Participant may make a separate deferral election to contribute to the Plan, as an Elective Deferral, part or all of a bonus rather than receive such bonus in cash.

Part C. Catch-Up Contributions

Choose whether Catch-Up Contributions will be allowed to be contributed to the plan as an Elective Deferral by those eligible Employees that are allowed to make such contributions under the Code.

Section 8. Employer signature

An authorized representative of the employer must sign and date the Adoption Agreement. In addition, the Prototype Sponsor must provide its name, address and telephone number.

Other items

- Provide an Employee Information Sheet and a completed SEP Summary for Employees to each employee.
- Make sure that all eligible Employees have established IRAs.
- For Salary Deferral SEPs, distribute Salary Reduction Agreements to all eligible Employees for completion.
- For Salary Deferral SEPs, periodically perform nondiscrimination tests by completing the Discrimination Test Worksheet.

Adoption Agreement

Employer Information

Name of Adopting Employer _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Adopting Employer's Income Tax Year End _____

Adopting Employer's Federal Tax Identification Number _____

Section 1. Establishment and purpose of plan

There are no elections required for Section One. Refer to the Basic Plan Document for information regarding this section.

Section 2. Effective Dates *Check and complete Option A or B.*

Option A: ☐ This is the initial adoption of a Simplified Employee Pension plan by the Employer.

The Effective Date of this Plan is _____.

NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed.

Option B: ☐ This is an amendment and restatement of an existing Simplified Employee Pension plan *(a Prior Plan)*.

The Prior Plan was initially effective on _____.

The Effective Date of this amendment and restatement is _____.

NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed.

Section 3. Eligibility and participation *Complete Parts A through D, as appropriate.*

Part A. Service requirement

An Employee will be eligible to become a Participant in the Plan after having performed service for the Employer during at least _____ *(specify 0, 1, 2, or 3)* of the immediately preceding five Plan Years.

NOTE: If left blank, the service requirement will be deemed to be 0.

For purposes of determining whether an Employee has met the service requirement, an Employee shall be given credit for service with the following predecessor employer(s): (Complete if applicable) _____

Part B. Age requirement

An Employee will be eligible to become a Participant in the Plan after attaining age _____ *(no more than 21)*.

NOTE: If left blank, it will be deemed there is no age requirement for eligibility.

Part C. Employees employed as of Effective Date

Will an Employee employed as of the Effective Date of this Plan who has not otherwise met the age and service requirements of the Plan be considered to have met those requirements as of the Effective Date? *(Select one)*

Option 1: ☐ Yes. **Option 2:** ☐ No. *NOTE: If no option is selected, Option 2 shall be deemed to be selected.*

Part D. Class of Employees eligible to participate

All Employees shall be eligible to become Participants in the Plan, except the following: *(Select any that apply)*

☐ Collective bargaining unit Employees as described in Section 3.02(A) of the Plan.
☐ Non-resident aliens as described in Section 3.02(B) of the Plan.
☐ Acquired Employees as described in Section 3.02(C) of the Plan.
☐ Employees who have received less than $750 (indexed for cost-of-living increases in accordance with Code section 408(k)(8)) of Compensation from the Employer during the Plan Year as described in Section 3.02(D) of the Plan.

Section 4. Contributions and allocations *Complete Parts A through C, as appropriate.*

Part A. Contribution formula (Select Option 1, 2, or 3)

Option 1: ☐ Discretionary formula. For each Plan Year the Employer will contribute an amount to be determined from year to year.
Option 2: ☐ Fixed percent of profits formula. _____ percent of the Employer's profits that are in excess of $_____.
Option 3: ☐ Not Applicable. The Employer will not make Employer Contributions to this Plan.

NOTE: If no option is selected, Option 1 shall be deemed to be selected.

Part B. Allocation formula (Select Option 1, 2, or 3)

Option 1: ☐ **Pro Rata formula.** The Employer Contribution for each Plan Year shall be allocated in the manner described in Section 4.01(B)(1) of the Plan.
Option 2: ☐ **Flat dollar formula.** The Employer Contributions allocated to the IRAs of Participants shall be the same dollar amount for each Participant. _____
Option 3: ☐ **Integrated formula.** The Employer Contribution shall be allocated in the manner described in Section 4.01(B)(2) of the Plan. For purposes of the integrated formula, the integration level shall be: *(Select one)*

Suboption (a): The Taxable Wage Base *(TWB)*. **Suboption (b):** _____% of the TWB.
NOTE: If no Suboption is selected, Suboption (a) (Taxable Wage Base) shall be deemed to be selected.
NOTE: If no option is selected in Part B, Option 1 (Pro Rata Formula) shall be deemed to be selected.

Part C. Top heavy minimum allocation

For any Plan Year with respect to which this Plan is a Top-Heavy Plan, any minimum allocation required pursuant to Section 4.02 of the Plan shall be made: *(Select one)*

Option 1: ☐ To this Plan.
Option 2: ☐ To the following plan maintained by the Employer. *(Specify the name and plan sequence number of the plan)*
NOTE: If no option is selected, Option 1 shall be deemed to be selected.

Section 5. Compensation and Plan Year elections *Complete Parts A And B, as appropriate.*

Part A. Compensation

For purposes of Employer Contributions, Compensation will mean all of each Participant's: *(Select one)*

Option 1: ☐ W-2 wages. **Option 2:** ☐ Section 3401(a) wages. **Option 3:** ☐ 415 safe-harbor compensation.
NOTE: If no option is selected, Option 1 shall be deemed to be selected.

Part B. Plan Year (Select one)

Option 1: ☐ The 12-consecutive-month period which coincides with the Adopting Employer's fiscal year.
Option 2: ☐ The calendar year.
Option 3: ☐ Other 12-consecutive-month period. *(Specify a 12-consecutive-month period selected in a uniform and nondiscriminatory manner)*
NOTE: If no option is selected, Option 1 shall be deemed to be selected.

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

Section 6.

There are no elections required for Section Six. Refer to the Basic Plan Document for information regarding this section.

Section 7. Salary Deferral Sep Provisions *Complete Parts A through C, as appropriate.*

NOTE: This Section may not be used to establish a new Salary Deferral SEP plan on or after January 1, 1997. You may, however, amend and restate a Salary Deferral SEP plan that was in existence prior to January 1, 1997.

Part A. Limits on Elective Deferrals

A Contributing Participant may elect under a salary reduction agreement to have his or her Compensation reduced by an amount not in excess of $_____ or _____% of Compensation.

NOTE: A Contributing Participant who attains age 50 on or before the end of the calendar year may elect, if allowed in Section 7, Part C of this Adoption Agreement, to defer an additional amount, in excess of the amount or percentage of Compensation specified above, pursuant to Section 7.07 of the Plan.

Part B. Separate Deferral Election for Bonuses

Instead of or in addition to making Elective Deferrals through payroll deduction, may a Contributing Participant make a separate deferral election to contribute to the Plan, as an Elective Deferral, part or all of a bonus rather than receive such bonus in cash? *(Select one)*

Option 1: ☐ Yes. **Option 2:** ☐ No.

NOTE: If no Option is selected, Option 2 shall be deemed to be selected. A separate deferral election made with respect to a bonus shall not be subject to the limits described under the portion of this Adoption Agreement titled "Limits on Elective Deferrals" unless such limits are prescribed by the Code or related Regulations.

Part C. Catch-Up Contributions

Will Catch-Up Contributions, as described in Section 7.01(B) of the Plan, be permitted under this Plan? *(Select one)*

Option 1: ☐ Yes. **Option 2:** ☐ No. *NOTE: If no option is selected, Option 1 will be deemed to be selected.*

Section 8. Employer signature

I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal and tax implications of adopting this Plan. I understand that my failure to properly complete this Adoption Agreement may result in adverse tax consequences. I have received a copy of this Adoption Agreement and the Basic Plan Document.

Signature of Adopting Employer_____ Date Signed_____

(Print Name) _____ Name of Prototype Sponsor Columbia Management Investment Distributors, Inc.

Address 430 W 7th Street, STE 219104 City, State, Zip Kansas City, MO 64105-1407 Telephone 800.799.7526

Name of Your Financial Advisor _____ Telephone _____

Broker/Dealer Firm_____ Office_____ Rep ID_____

Class of Shares Selected A C

COLUMBIA THREADNEEDLE INVESTMENTS

Columbia Threadneedle Investments
SEP Employee information

- Complete the *SEP Summary for Employees*
- Photocopy and distribute the completed *Summary* and *Employee information sheet* to each employee.

SEP Summary for Employees

Employer: Please complete this form with your plan specifics based on the Adoption Agreement. Photocopy and distribute to each eligible employee.

Establishment of SEP Plan

Your Employer has adopted a type of Employee benefit plan known as a Simplified Employee Pension (SEP) Plan. In order to become a participant in the Plan, you must meet the Plan's eligibility requirements specified below. Once you become a participant, you are entitled to receive a certain share of the amounts your Employer contributes under the Plan and/or make contributions to the Plan out of your salary. All contributions will be deposited into a Traditional IRA for you. Contributions made under the Plan for you are yours to keep. These features of the Plan are explained further in the *Employee Information Sheet.*

Notice Regarding Unclaimed Property: If no activity occurs in your account within the time period specified by applicable state law, your property may be transferred to the appropriate state.

The actual Plan is a complex legal document that has been written in a manner required by the Internal Revenue Service. This document is called a *SEP Summary for Employees*, however, is designed to explain and summarize the important features of the Plan. You also may examine the Plan itself at a reasonable time by making arrangements with the below mentioned representative of your Employer. If you have any questions or need additional information about the Plan, consult:

*(Employer Representative:)*_____ .

Employer Information

Name of Adopting Employer_____

Address _____

Telephone_____ Plan Year End _____

Type of Plan (Check one)

☐ **Basic SEP Plan:** Your Employer has adopted a "Basic" SEP Plan. Under this type of SEP Plan, your Employer may (but is not required to) make contributions on your behalf. Your right to receive a contribution and the amount of the contribution will be determined under the "Eligibility Requirements" and "Contribution Formula" sections below.

☐ **Salary Deferral SEP Plan:** Your Employer has adopted a "Salary Deferral" SEP Plan. Under this type of SEP Plan, your Employer may (but is not required to) make contributions on your behalf. In addition, if you agree to a payroll deduction, your Employer will deposit the percentage of your salary you specify to your IRA. These types of contributions are called Elective Deferrals.

Effective Dates

All Employees will be considered to have met the age and service requirements described above if employed on the Effective Date of this SEP Plan. ☐ Yes ☐ No

The Effective Date of this SEP Plan is _____.

If this is a restatement of an existing SEP plan (a Prior Plan), the Prior Plan was initially effective on_____.

The Effective Date of this restatement is _____.

Eligibility

Employer Contributions: Contributions and, if a Salary Deferral SEP plan has been adopted, Elective Deferrals, may be made by your Employer for you if you are an "eligible" Employee and if you have met the age and service requirements set forth below.

SEP Summary for Employees (continued)

Eligible Employees: Under the SEP Plan, all Employees can participate except the classifications of Employees checked below:

☐ Those Employees covered by the terms of a collective bargaining agreement (a union agreement) where retirement benefits were negotiated.

☐ Those Employees who are non-resident aliens with no United States earned income from the Employer.

☐ Those Employees that are determined to be acquired Employees as a result of an acquisition or similar transaction with the Employer as described in the Code (during the transition period only).

☐ Those Employees who did not earn at least $750 from the Employer during the year. (This amount is subject to cost-of-living adjustments.)

Age Requirement: You must be at least _____ years old.

Service Requirement: You must have worked for your Employer in at least _____ (must be 0, 1, 2, or 3) of the immediately preceding five years.

Contribution and Allocations

The amount of the Employer Contribution, if any, will be determined according to the formula check below:

☐ Discretionary. An amount determined each year by the Employer.

☐ Fixed Percent of Profits Formula. _____ percent of the Employer's profits in excess of $_____.

☐ The Employer will not make Employer contributions to the SEP Plan.

Any Employer contribution will be allocated to your IRA in accordance with the formula selected below *(check one)*:

☐ **Pro Rata Formula:** Each eligible Employee will receive a pro rata portion of the Employer Contribution equal to the ratio of his or her Compensation to the total Compensation of all eligible Employees. Thus, the contribution will be the same percentage of Compensation for all Employees.

☐ **Flat Dollar Formula:** The Employer Contribution for all eligible Employees will be the same dollar amount.

☐ **Integrated Formula:** Integration allows contribution percentages among eligible Employees to vary. Details about integration are provided in your Employee Information Sheet. The integration level is *(check one)*: ☐ The Taxable Wage Base *(TWB)*; or ☐ _____% of the TWB

Elective Deferrals: *(for Salary Deferral SEP Plans only)* You can set aside each pay period an amount not in excess of $_____ or _____% of your salary or earnings from your Employer to your IRA, but the dollar amount set aside for any calendar year cannot exceed $23,000 (for 2024). After 2024, this limitation may be adjusted for cost-of-living increases.

Catch-Up Contributions ☐ will or ☐ will not be permitted under the SEP Plan.

If Catch-Up Contributions are available under the SEP Plan, and you will attain age 50 on or before the end of the calendar year, you can elect to have your Elective Deferrals increased by an additional amount. This additional amount shall not be greater than $7,500 for 2024. This limitation may be adjusted for cost-of-living increases.

Your Employer has elected that you ☐ may ☐ may not authorize an amount of a cash bonus not to exceed $23,000 (for 2024) be contributed to your IRA rather than being paid to you in cash. (This limitation may be adjusted for cost-of-living increases.)

If you are eligible to participate, please complete your Columbia Threadneedle Investments IRA *Account Application* and return a copy to your employer. Refer to your IRA *Disclosure Statement* and other documentation given you for the other terms and conditions that apply to your Columbia Threadneedle Investments IRA.

For more information, please call Columbia Threadneedle Investments at 800.799.7526

Employee Information Sheet

Q1. What is a Simplified Employee Pension (SEP) Plan?

A. A SEP Plan is a retirement income arrangement under which your Employer may contribute, generally in the form of discretionary contributions or retirement savings contributions, certain amounts to your own Traditional individual retirement account or Traditional individual retirement annuity (IRA).

Your employer will provide you with a copy of the SEP Plan Summary for Employees containing participation requirements and a description of the basis upon which Employer contributions may be made to your IRA.

All amounts contributed to your IRA by your Employer belong to you, even after you discontinue employment with that Employer.

Q2. What are discretionary contributions?

A. Discretionary contributions are contributions which may be made by your Employer for you to your IRA. Whether or not your Employer makes a discretionary contribution is entirely up to your Employer. If a discretionary contribution is made under the SEP Plan, it must be divided among all of the eligible Employees according to the allocation formula your Employer has selected.

Q3. What are fixed-percent-of-profits contributions?

A. Fixed-percent- of-profits contributions are a percentage of company profits which are made to your IRA if your Employer has profits in excess of a stated dollar amount.

Q4. How will employer contributions be allocated to my IRA?

A. Refer to the SEP Plan Summary for Employees to see whether your Employer has selected the pro rata, flat dollar, or integrated formula. If your Employer has selected the pro rata formula, contributions on behalf of each eligible Employee will be the same percentage of compensation for all Employees. If your Employer has selected the flat dollar formula, the Employer Contribution will be allocated equally resulting in each Employee receiving the same dollar amount. If your Employer has selected the integrated formula, see Question 23.

When calculating contributions to be made to the SEP plan, an employee's compensation above $345,000 for 2024 will not be included. (This amount is increased by the IRS periodically based on changes in the cost of living.)

The law prohibits your employer from making discretionary contributions which discriminate in favor of highly-compensated employees.

Q5. Who are eligible Employees?

A. Eligible Employees are Employees who have satisfied the minimum age, service, and compensation requirements set by your Employer as specified in the SEP Plan Summary for Employees. An Employee who satisfies those eligibility requirements is entitled to participate in the SEP Plan. The participation requirements for the right to receive a discretionary contribution are the same as the participant requirements for the right to make Elective Deferrals under a salary deferral SEP Plan.

Q6. What are Elective Deferrals?

A. Elective Deferrals are contributions which may be made at your election, out of your salary or wages, by your Employer to your IRA. Although you agree to set aside or "defer" a portion of your salary or wages to your IRA, Elective Deferrals are considered to be contributions made by your Employer since your Employer pays your salary or wages. Elective Deferrals can be made on your behalf to your IRA only if your Employer has adopted a SEP plan with a salary deferral feature (a salary deferral SEP plan).

Q7. Why would I want to defer a portion of my salary as an Elective Deferral?

A. Elective Deferrals are not includible in your income. For example, if your current salary is $50,000 per year and you elect to defer 10 percent of your salary to your IRA, for income tax purposes you are considered to have earned a salary of only $45,000 for the year. Thus, you will pay less in taxes and be able to put away a sizeable sum for your retirement if you decide to participate in a salary deferral SEP plan.

Q8. How much of my salary can I defer to my IRA under a salary deferral SEP plan?

A. If you participate in a salary deferral SEP plan, you may defer up to $23,000 for 2024. This limit is subject to cost-of-living adjustments. However, your Employer may set a limit on the percentage of your salary which you may defer, which might yield an amount less than this limit. See the SEP Summary for Employees for the percentage of salary limit that applies to you.

Q9. What are catch-up contributions under a salary deferral SEP plan?

A. If you are age 50 before the close of the Plan Year, you may make additional Elective Deferrals under a salary deferral SEP plan. The additional amount is $7,500 for 2024. This limit is subject to cost-of-living adjustments.

Q10. How do I make an election to defer salary under a salary deferral SEP plan?

A. You make such an election if you are an "eligible" Employee (see Question 5) by completing and signing a Salary Reduction Agreement (which will be provided to you by your Employer) and delivering it to your Employer.

Q11. How much may my Employer contribute to my IRA in any year?

A. The sum of discretionary contributions plus Elective Deferrals for any year is limited to the lesser of $69,000 or 25 percent of your Compensation for 2024. (This limitation may be increased by the IRS for changes in the cost of living.) The Compensation

used to determine this limit does not included any amount which is contributed by your Employer as contributions to your IRA under the SEP Plan. Remember, if your Employer has chosen a contribution formula, the SEP Plan does not require your Employer to maintain a particular level of discretionary contributions. It is possible that for a given year no discretionary contributions will be made on your behalf. However, if you were eligible to and id elect to make Elective Deferrals under the SEP Plan, then your Employer must make Elective Deferrals for your. (See also Questions 13.)

Q12. How do I treat my Employer's SEP Plan contributions for my taxes?

A. The amount your Employer contributes to the SEP Plan (as a discretionary contribution or Elective Deferrals) is excludible from your gross income (subject to the $69,000 or 25 percent of Compensation limitation mentioned above and the Elective Deferral limitation mentioned in Question 8) and is not includible as taxable wages on your Form W-2.

Q13. May I also contribute to my IRA if I am a Participant in a SEP Plan?

A. Yes. You may still contribute the lesser of the applicable limit or 100 percent of your Compensation to an IRA. However, as a Participant in a SEP plan, you would be considered an active participant in an Employer-maintained retirement plan and therefore, you may or may not be able to deduct your Traditional IRA contribution, depending upon your modified adjusted gross income and which type of tax return you file (single individual, married filing jointly, or married filing separately). (You may also be eligible to contribute to a Roth IRA.)

Q14. What if I don't want a IRA?

A. Under the tax rules which apply to SEP plans for an Employer to have a valid SEP plan, all eligible Employees must establish IRAs. Your Employer may require that you become a Participant in the SEP Plan and set up a IRA as a condition of employment. If one or more eligible Employees do not participate and the Employer attempts to maintain a SEP plan with the remaining Employees, there may be adverse tax consequences for both the Employer and the Employees.

Q15. Can I select the financial organization where I set up the IRA which is to receive the SEP Plan contribution made on my behalf?

A. No. For the sake of administrative ease, all SEP contributions made for you shall be deposited into an IRA which you set up with the financial organization which makes the SEP available to your Employer.

Q16. Can I move assets from my IRA to another tax-sheltered IRA orretirement plan?

A. Yes. You can withdraw contributions from your IRA and, no more than 60 days after your receipt of the assets, place such assets into another IRA. This is called a "rollover" and may not be done without tax penalty more frequently than at one-year intervals. However, there are no restrictions on the number of times you may make "transfers" if you arrange to have such assets transferred directly between IRA trustees or custodians, so that you never have possession of the assets.

Q17. What happens if I withdraw my Employer's contributions from my IRA?

A. If you don't want to leave the Employer's discretionary contribution in your IRA, you may withdraw it at any time, but any amount withdrawn is includible in your income and will be taxed. Also, if you take withdrawals before you reach age 59½, and those withdrawals do not satisfy a penalty exception (e.g., due to disability), you may be subject to a 10% IRS penalty.

Q18. May I participate in a SEP plan even though I am covered by another plan?

A. Yes. You can participate in a SEP plan (other than a SEP plan which uses the IRS's model SEP plan document) even though you participate in another qualified retirement plan (such as a pension or profit sharing plan) of the same employer. However, the combined contribution limits are subject to certain limitations described in Section 415 of the Internal Revenue Code. Also, if you work for several employers, you may be covered by the SEP plan of one employer and a SEP or pension or profit sharing plan of another employer.

Q19. What happens if too much is contributed to my IRA in one year?

A. Any contribution that exceeds yearly limitations may be withdrawn without an IRS penalty by the due date (plus extensions) for filing your tax return (normally April 15th), but is includible in your gross income. Excess contributions left in your SEP-IRA after that time are subject to a 6% penalty tax per year. Withdrawals of those contributions may be taxed as early distributions.

Q20. Do I need to file any additional forms with the IRS because I participate in a SEP plan?

A. No.

Q21. Is my Employer required to provide me with information about IRAs and the SEP plan?

A. Yes. Your Employer must provide you with a notice that a SEP Plan has been established (the SEP Summary for Employees), along with this Employee Information Sheet, and give you a statement each year showing any contribution to your IRA.

Q22. Is the financial organization where I must establish my IRA also required to provide me with information?

A. Yes. It must provide you with a disclosure statement which contains the following information in plain, non-technical language:

(1) The statutory requirements which relate to your IRA;

(2) *The tax consequences which follow the exercise of various options and what those options are;*

(3) *Eligibility rules and rules on the deductibility and nondeductibility of retirement savings;*

(4) *The circumstances and procedures under which you may revoke your IRA, including the name, address, and telephone number of the person designated to receive notice of revocation (this explanation must be prominently displayed at the beginning of the disclosure statement);*

(5) *Explanations of when penalties may be assessed against you because of specified prohibited or penalized activities concerning your IRA; and*

(6) *Financial disclosure information which:*

(a) Either projects the growth in value of your IRA under various contribution and retirement schedules, or describes the method of computing and allocating annual earnings and charges which may be assessed;

(b) Describes whether, and for what period the growth projections for the plan are guaranteed, or a statement of the earnings rate and terms on which the projection is based;

(c) States the sales commission to be charged in each year expressed as a percentage of $1,000; and

(d) States the proportional amount of any nondeductible life insurance which may be a feature of your IRA.

For a more complete explanation of the disclosure requirements, see Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs), available at most IRS offices or at www.irs.gov.

In addition to this disclosure statement, the financial organization is required to provide you with a financial statement each year. It may be necessary to retain and refer to statements for more than one year in order to evaluate the investment performance of the IRA and so you will know how to report IRA distributions for tax purposes.

Q23. My employer has indicated in the SEP Summary for Employees that employer contributions will be allocated using the "integrated formula." What does this mean and how does it affect me?

A. If the plan uses the integrated formula, the Employer contribution for Employees who have compensation in excess of the integration level will be a higher percentage than the contribution made for Employees whose compensation is below the integration level. The integration level is indicated on the SEP Summary for Employees.

Allocating contributions under the integrated formula involves a four-step process, which is explained below.

Step 1 An amount is allocated for each eligible Employee not in excess of 3% of the Employee's total compensation.

Step 2 Eligible Employees with compensation greater than the integration level receive an allocation not in excess of 3% of their compensation above the integration level.

Step 3 Any Employer discretionary contribution remaining after the allocation in Step 2 is allocated pro rata to each eligible Employee based on the sum of the Employee's total compensation plus his or her compensation above the integration level.

The percentage allocated in this step cannot be more than a certain amount, which varies depending upon the integration level selected, as described below:

If the integration level is:	The maximum percentage which can be allocated in Step 3 is:
Taxable Wage Base (TWB)	2.7%
Not more than 20% of TWB	2.7%
More than 20% of TWB but not more than 80% of TWB	1.3%
More than 80% of TWB	2.4%

Step 4 Any Employer contribution remaining after the allocation in Step 3 is allocated pro rata to eligible Employees based on their total compensation.

EXAMPLE: The Big Apple Corporation maintains a SEP plan which uses the integrated allocation formula. The integration level is the taxable wage base $168,000 for 2024. For 2024, the company will make a contribution of $20,000. Listed below are the qualifying participants of Big Apple and their compensation. The chart shows how the Employer contribution will be allocated to the IRAs of eligible Employees.

Employee	Compensation	Step 1	Step 2	Step 3	Step 4	Total Allocation	Allocation as a % of Compensation
Sue	$190,000	$5,700	$642	$5,708	$2,488	$14,538	7.7%
Sal	$58,000	$1,740	$0	$1,566	$771	$4,077	7.0%
Sam	$20,000	$600	$0	$540	$245	$1,385	7.0%
Total	**$268,000**	**$8,040**	**$642**	**$7,814**	**$3,504**	**$20,000**	
Remaining to be allocated	$20,000	$11,960	$11,318	$3,504			

Contribution Form

After your employees have returned copies of their SEP-IRA applications, use the information they provide to complete this form, converting the investment percentages chosen by each employee to dollar amounts. All participants should be listed on this form. Include Columbia Threadneedle Investments account numbers if known. To obtain an electronic version of this form, please contact Columbia Threadneedle Investments at 800.799.7526.

Attach a check made payable to *Columbia Funds* for the grand total amount and send to: Columbia Management Investment Services Corp. P.O. Box 219104, Kansas City, MO 64121-9104. Attach additional copies of this form if necessary.

Employer_____ Contribution Date _____

Contact Name _____ Authorized Signature _____

Shares: ☐ **Class A** ☐ **Class C**

	For SARSEP Only:			**Columbia Threadneedle Investments Fund Name**									
Participant Name Account #	**Elective Deferral**	**Employer Contribution**	**Total**	Capital	Communications and Information	Global Growth							
John Smith 8304585458		$170	$170	$70	$50	$50							
Grand Total			**$**										

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