



Fidelity SIMPLE IRA Summary Description

Summary Description

The Savings Incentive Match Plan for Employees (SIMPLE) is a retirement plan designed primarily for small-business owners. A SIMPLE IRA Plan may be adopted by Employers who do not maintain another Employer-sponsored plan and who employ 100 or fewer employees who received at least \$5,000 in compensation from the Employer for the preceding calendar year.

The Fidelity SIMPLE IRA Plan of **LITTLE STREAM LLC** (hereinafter referred to as the "Plan") was adopted as of **March 1, 2021**. The purpose of the Plan is to enable Eligible Employees to save for retirement.

▶ 1. Plan Information

A. Employer Information

The name and address of the Employer offering the Plan is:

Employer Name: **LITTLE STREAM LLC**
Address: **711 S SUNSET ST**
LONGMONT, CO 80501-6363

Employer Contact: **ERIC KUANG**
Daytime Telephone: **(303) 434-2322**

B. Custodian Information

The name and address of the Plan's Custodian is:

Fidelity Management Trust Company
245 Summer Street
Boston, MA 02210

▶ 2. Eligibility Requirements

You are eligible to participate in the Plan if you are reasonably expected to receive at least **\$5,000** in Compensation from your Employer for the current calendar year.

3. Contributions

You must establish a separate SIMPLE IRA for the purpose of receiving contributions under the Fidelity SIMPLE IRA Plan.

A. Employee Elective Deferrals

As an Eligible Employee under the Plan, you may elect to defer part of your Compensation to the Plan each year instead of receiving it in cash. The amount of your Compensation you elect to defer (hereinafter referred to as "Elective Deferrals") must generally be expressed as a percentage of your Compensation up to a maximum of \$13,500 for 2021, as indexed to reflect cost-of-living adjustments. If you are age 50 or older by the end of the tax year, you may also be able to make an additional Elective Deferral of \$3,000 for 2021. The percentage of your Compensation you elect to contribute to the Plan will be withheld from each payroll, or if you elect, in a single sum, before taxes are computed, and contributed by your Employer on your behalf to a SIMPLE IRA set up by you, or on your behalf. Your Elective Deferrals are not includable as taxable wages on IRS Form W-2. These amounts are subject to FICA taxes. The decision to defer part of your Compensation to the Plan is entirely voluntary.

You may make or change your Elective Deferral election at any time during the 60-day period before the beginning of each Plan Year by delivering a completed Salary Reduction Agreement to your Employer. For the Plan Year in which you first satisfy the eligibility requirements described in Section 2: You may make your Elective Deferral election at any time during the 60-day period immediately before you become eligible to participate in the Plan, and the 60-day period includes the date you become eligible to participate in the Plan or the day before that date. For the first Plan Year: You may make your Elective Deferral at any time during the 60-day period that precedes or runs concurrent with the Effective Date of the Plan, or the date your Employer notifies you of your opportunity to make an Elective Deferral election under the Plan, if later.

You may terminate your Elective Deferral election at any time during the Plan Year. If you terminate your Elective Deferral election during the Plan Year, you may resume Elective Deferrals on the first day of the next quarter by delivering another Salary Reduction Agreement to your Employer.

You may modify your Elective Deferral election quarterly, on the first day of the next quarter.

You are not required to make Elective Deferrals to the Plan. However, if your Employer has elected to match each Eligible Employee's Elective Deferrals, you will not receive the Employer Matching Contributions unless you make Elective Deferrals.

If you work for another Employer and are making Elective Deferrals to another employer-sponsored retirement plan, there is a limit on the aggregate amount of Elective Deferrals you may make each year. This is known as your IRC Section 402(g) limit. The IRC Section 402(g) limit for 2021 is \$19,500. However, you may exceed this limit to the extent of any eligible catch-up contributions.

Contributions that exceed the maximum permissible amount per year (i.e., amounts in excess of the annual SIMPLE IRA contribution limit, or the IRC Section 402(g) limit) are considered "Excess Elective Deferrals." You should withdraw Excess Elective Deferrals and any allocable income by April 15 following the year to which the Excess Elective Deferrals relate. Excess Elective Deferrals that are not withdrawn by April 15 following the year to which the Excess Elective Deferrals apply may be subject to a 6% excise tax for each year they remain in your SIMPLE IRA. Note: The rules regarding excess or erroneous contributions to SIMPLE IRAs have not been released by the IRS. As a result, some modifications to the provisions contained herein may be required in order to comply with regulatory requirements under IRC Section 408(p).

B. Employer Contributions

Each year, your Employer may make contributions to your SIMPLE IRA. Your Employer can choose from two options for the plan: Option 1: Your Employer can elect to make a Non-elective Contribution equal to 2% of your Compensation. Your Employer will make this Non-elective Contribution regardless of whether you elect to make Elective Deferrals to your SIMPLE IRA, provided you are eligible to participate in the Plan. Option 2: Your Employer can elect to make a dollar-for-dollar match of your Elective Deferrals each year, up to an elected percentage rate (not to exceed 3%) of your Compensation for the Plan Year or the Applicable Limit, whichever is less. If your Employer elects to make Non-elective Contributions to the Plan, you will be notified of the election within a reasonable time prior to the Plan's 60-day election period. Unless your Employer elects and notifies you that your Employer has elected Non-elective Contributions for the Plan Year, your Employer will make a dollar-for-dollar match of your Elective Deferrals each year, up to an elected percentage rate (not to exceed 3%) of your Compensation for the Plan Year or the Applicable Limit, whichever is less. The amount of your Employer's contributions to your SIMPLE IRA will be determined as follows:

Your Employer will make a dollar-for-dollar match of your Elective Deferrals each year, up to **3.00%** (not to exceed 3%) of your Compensation for the Plan Year or the Applicable Limit, whichever is less. If you do not make Elective Deferrals to the Plan, your Employer will not make a matching contribution on your behalf.

4. Distributions

Distributions from your SIMPLE IRA are subject to ordinary federal income taxes, and may be subject to state income taxes, for the year in which you receive them. Distributions before you reach age 59½ are generally subject to a 10% early withdrawal penalty in addition to ordinary income taxes. However, any distribution made before you reach age 59½ that is subject to a 10% early withdrawal penalty and is made within two years from the date you first participated in your Employer's SIMPLE IRA Plan will be subject to a higher early withdrawal penalty of 25%.

You generally have to start taking RMDs no later than April 1 of the year following the year you reach age 72 (70 ½ if your reach 70 ½ before January 1, 2020). If you take your first RMD on April 1, you must take a second RMD by the end of that year. Subsequent RMDs must be taken annually by each December 31 thereafter.

To request a distribution from your Fidelity SIMPLE IRA, please complete the Fidelity IRA One-Time Withdrawal Request Form. If you have any questions regarding your distribution options or need assistance completing the necessary forms, please call a Fidelity retirement representative at **800-343-3548** and say "**small business retirement plan.**"

IRS regulations require the custodian of your SIMPLE IRA to withhold federal income tax at the rate of 10% from your SIMPLE IRA distribution(s) unless you elect not to have withholding apply by indicating this on your distribution request. This election will remain in effect on periodic distributions taken from your SIMPLE IRA until revoked by you. You can revoke this election at any time by calling a Fidelity retirement representative at **800-343-3548** and saying "**small business retirement plan.**"

If you elect to have withholding apply, by indicating that you want to have withholding apply, by not indicating that you do not want withholding applied when you request your distribution(s), or by not providing a U.S. residential address, federal income tax will be withheld from your SIMPLE IRA distribution(s) at the rate of 10%. Even if you choose to have federal income tax withheld, you are still responsible for the full payment of federal income tax, any state or local taxes, and any penalties which may apply to your distribution(s). Regardless of whether you elect to have withholding apply, you may be responsible for payment of estimated taxes. You may also incur penalties under the IRS estimated tax rules if your estimated tax payments are not sufficient.

5. Rollovers and Transfers

You may roll over or transfer all or part of your SIMPLE IRA to another SIMPLE IRA. Rollovers from one SIMPLE IRA to another SIMPLE IRA must generally comply with the rollover rules applicable to IRAs. Rollovers from one SIMPLE IRA to another SIMPLE IRA must be completed no later than the 60th day after the day you receive the distribution from your SIMPLE IRA. You may not roll over assets from a SIMPLE IRA to another SIMPLE IRA more than once in any 12-month period. As of January 1, 2015, you may not roll over assets between any of your IRAs more than once in a 12-month period.

You may not roll over or transfer assets from your SIMPLE IRA to another IRA (other than a SIMPLE IRA) until two years have passed from the time you first participated in your Employer's SIMPLE IRA Plan. After the two-year period, rollovers from a SIMPLE IRA to another IRA are subject to the same rollover rules applicable to IRAs.

To transfer all or part of your Fidelity SIMPLE IRA to another financial institution, please complete a Transfer of Assets request for the institution to which you wish to transfer. To transfer a SIMPLE IRA from another financial institution to a Fidelity SIMPLE IRA, please complete the Fidelity Transfer of Assets Form. Please check with that other institution to learn about any additional requirements it may have.

To request a rollover of all or part of your Fidelity SIMPLE IRA, please complete the Fidelity IRA One-Time Withdrawal Request Form.

Important note: Rollovers are now permitted from eligible employer-sponsored plans and IRAs to a SIMPLE IRA, provided you have met the two-year period mentioned previously.

6. Miscellaneous

The financial institution where you establish your SIMPLE IRA will provide a Disclosure Statement to you, which will explain in nontechnical terms certain features of your SIMPLE IRA, including:

- A. The statutory requirements that relate to the SIMPLE IRA
- B. The tax consequences that follow the exercise of various options and what those options are
- C. Participation eligibility rules, and rules on deductibility and nondeductibility of retirement savings
- D. The circumstances and procedures under which you may revoke your SIMPLE IRA, including the name, address, and telephone number of the person designated to receive notification of revocation
- E. Explanations of when penalties may be assessed against you because of specified prohibited or penalized activities concerning your SIMPLE IRA, and
- F. Certain financial information concerning your SIMPLE IRA

The financial institution where you establish your SIMPLE IRA will also provide annual statements to you reporting certain information concerning your SIMPLE IRA, including the value of your SIMPLE IRA.

As consideration for its administrative services to the SIMPLE IRA Plan and for performing its duties thereunder, the custodian of your SIMPLE IRA Plan is entitled to reasonable fees in accordance with the Fidelity SIMPLE IRA Plan Fee Schedule as may be in effect from time to time. Any such fees may, unless paid by the Employer, be deducted from each participant's SIMPLE IRA and may change from time to time as provided for in the Fidelity SIMPLE IRA Custodial Agreement.

This document is the Summary Description of the Plan; it contains a summary of certain features of the Plan and is not intended to interpret or change any of the provisions of the Fidelity SIMPLE IRA Plan Agreement. In all cases, the Fidelity SIMPLE IRA Plan Agreement will govern. The terms appearing in this Summary Description shall be defined as in the Fidelity SIMPLE IRA Plan Agreement unless a different meaning is indicated. A copy of the complete Fidelity SIMPLE IRA Plan Agreement can be obtained from your Employer. If you have questions about this Summary Description, you should contact your Employer.