

Children's Institute International

On the front lines of child abuse prevention, treatment, research, training, and advocacy

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US Department of Labor
Employee Benefits Security Administration
Top Hat Plan Exemption
200 Constitution Avenue, NW, Suite N-1513
Washington, DC 20210

To Whom It May Concern:

This letter is regarding Children's Institute International's (CII) Non-Profit 457(b) Retirement Plan, adopted December 1, 2003. CII completed the Alternative Reporting and Disclosure Statement for Non-Qualified Deferred Compensation Plans as required, but neglected to submit the form to the Department of Labor before the deadline of within 120 days of adoption of the plan.

Therefore, as instructed by the 457(b) Plan service provider, Principal Financial Group, we submit to you the enclosed:

- Alternative Reporting and Disclosure Statement (dated December 12, 2003)
- Copy of Form 5500 Annual Return/Report of Employee Benefit Plan (partial return)
- Copy of CII Non-Profit 457(b) Retirement Plan, adopted December 1, 2003
- Copy of Check #61286 for \$750.00, payable to the US Department of Labor

Ernest W. Mervin

Mr. Stephen A. Gorman
Principal Financial Group

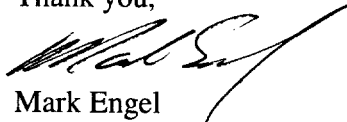
Mr. J. Brenton Clark
Principal Financial Group

Mr. Richard D. ...
Principal Financial Group

Mr. M. ...
Principal Financial Group

If you have any questions concerning this matter, please call me direct at 213/807-1905.

Thank you,


Mark Engel
Vice President, Finance

enclosures

**Alternative Reporting and Disclosure Statement
For Non-Qualified Deferred Compensation Plans**
(Mailed to the DOL within 120 days of the date you adopt your 457(b) plan)

To: **US Department of Labor**
US Department of Labor
Employee Benefits Security Administration
Top Hat Plan Exemption
200 Constitution Avenue, NW, Suite N-1513
Washington, DC 20210

In compliance with the requirements of the alternative method of reporting and disclosure under Part I of Title I of the Employee Retirement Income and Security Act of 1974 for unfunded or insured pension plans for a select group of management or highly compensated employees, specified in Department of Labor Regulations, 29CFR Sec.2520.104-23, the following information is provided by the undersigned administrator:

1. The name of the Employer is: Children's Institute International
2. The mailing address of the Employer is: 711 South New Hampshire Ave.
Los Angeles, CA 90005
3. The Employer Identification Number is: 95-1641424
4. The above named Employer maintains a Plan (or Plans) primarily for the purpose of providing deferred compensation benefits for a select group of management or highly compensated employees.
5. Number of plans and Eligible in each Plan (Non-Qualified Plans):
1 Plan covering All Eligible Employees
6. The Employer will provide a copy of the agreements(s) to the office of Pension and Welfare Benefit Program upon request.

Employer: Children's Institute International

By: *Michael Engel* U.P. FINANCE
Authorized Person

Dated: 12/12/03
436772005

THE NON-PROFIT 457(b) RETIREMENT PLAN
For Clients of Principal Financial Group Non-Profit Client Services

ADOPTION AGREEMENT

THIS AGREEMENT is made as of the 12th day of DECEMBER 2003, by and between Children's Institute International (the "Employer"), having its principal office at 711 South New Hampshire Ave., Los Angeles, CA 90005 and PROFESSIONAL PENSIONS, INC. (the "Sponsor"), a member of the Principal Financial Group.

WITNESSETH:

WHEREAS, the Sponsor has established The Non-Profit 457(b) Retirement Plan (the "Plan"); and

WHEREAS, the Employer is an Eligible Employer as defined in the Plan, and desires to adopt the Plan as an eligible deferred compensation plan under Section 457(b) of the Code for the benefit of the Employer's Employees and Independent Contractors;

NOW, THEREFORE, the Employer hereby adopts the Plan in accordance with the terms and conditions set forth in this Adoption Agreement:

ARTICLE I

Terms used in this Adoption Agreement shall have the same meaning as in the Plan, unless some other meaning is expressly herein set forth. The Employer hereby represents and warrants that the Plan has been adopted by the Employer upon proper authorization and the Employer hereby elects to adopt the Plan for the benefit of its Participants as referred to in the Plan. By the execution of this Adoption Agreement, the Employer hereby agrees to be bound by the terms of the Plan.

This Adoption Agreement may only be used in connection with The Non-Profit 457(b) Retirement Plan. The Sponsor will inform the Employer of any amendments to the Plan or of the discontinuance or abandonment of the Plan.

ARTICLE II

The Employer hereby makes the following designations or elections for the purpose of the Plan [Section references below correspond to Section references in the Plan]:

2.4 Adjustment Date: The Deferred Compensation Account of Participants shall be adjusted for the amount of any Salary Deferral Credits and Employer Performance Incentive Credits to such account on the last business day of each Plan Year and such other times as may be designated below [check any additional desired Adjustment Dates]:

- (i) The last business day of each calendar quarter during the Plan Year.
- (ii) The last business day of each month during the Plan Year.
- (iii) The last business day of each payroll period during the Plan Year.
- (v) The date received in good working order by the Trustee of the Rabbi Trust.
- (vi) Other [specify] _____

2.9 Compensation: The "Compensation" of a Participant shall mean all of each Participant's [check desired option(s)]:

- (i) compensation received as an Employee reportable in box 1, Wages, Tips and other Compensation, on Form W-2.
- (ii) annual base salary.
- (iii) annual bonus.
- (iv) long term incentive plan compensation.
- (v) compensation received as an Independent Contractor reportable on Form 1099.
- (vi) other [specify] _____

Notwithstanding the foregoing, Compensation shall include Salary Deferral Credits under this Plan and amounts contributed by the Participant pursuant to a Salary Deferral Agreement to another employee benefit plan of the Employer which are not includible in the gross income of the Employee under Section 125, 402(e)(3), 402(h) or 403(b) of the Code.

2.12 Effective Date: [check desired option]:

- (i) This is a newly-established Plan, and the Effective Date of the Plan is 12/01/2003. [The Effective Date may not be earlier than January 1, 2002.]
- (ii) This is an amendment and restatement of a Plan with an effective date of _____, and the Effective Date of this amended and restated Plan is _____. This is amendment number _____.

2.19 Normal Retirement Age: The Normal Retirement Age of a Participant shall be [check desired option]:

- (i) Age 65.
- (ii) The later of age _____ or the _____ anniversary of the participation commencement date. The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the Plan.

2.20 Participant: Describe conditions of participation within this Plan below:

Senior Management

2.21 Participating Employer(s): As of the Effective Date, the following Participating Employer(s) are parties to the Plan [list all employer-parties, including the Employer]:

<u>Name of Employer</u>	<u>Address</u>	<u>Telephone No.</u>	<u>EIN</u>
<u>Children's Institute International</u>	<u>711 South New Hampshire Avenue Los Angeles, CA 90005</u>	<u>213-385-5100</u>	<u>95-1641424</u>

2.22 Plan: The name of the Plan as applied to the Employer is

Children's Institute International 457 (b) Plan

2.23 Plan Administrator: The Plan Administrator shall be [check desired option]:

- (i) Committee.
- (ii) Employer.
- (iii) Other (specify): _____.

2.25 Plan Year: The Plan Year shall be the 12 consecutive calendar month period ending on the last day of the month of June, and each anniversary thereof.

2.33 Trust:

- (i) The Employer **does** desire to establish a "rabbi" trust for the purpose of setting aside assets of the Employer contributed thereto for the payment of benefits under the Plan.

If a trust is established and the value of the assets of the trust exceed _____% (insert desired percentage greater than 100%) of the amount required to pay benefits under the Plan, then the Trustee is authorized to return such excess assets to the Employer.

- (ii) The Employer **does not** desire to establish a "rabbi" trust for the purpose of setting aside assets of the Employer contributed thereto for the payment of benefits under the Plan.

3.2 Employer Performance Incentive Credits: The Employer may make performance incentive credits to the Deferred Compensation Account of each Active Participant in an amount determined as follows:

- (i) Such amount as the Employer in its sole discretion shall determine without regard to current or accumulated net profit.
- (ii) Other [specify]: _____.
- (iii) The Employer shall not make Performance Incentive Credits.

4.1 Death of a Participant: If the Participant dies while in Service, the Employer shall pay a benefit to the Beneficiary in an amount equal to the Accrued Benefit of the Participant determined as of the date payments to the Beneficiary commence, plus [check if desired]:

- (i) An amount to be determined by the Committee.
- (ii) A lump sum of \$ _____.
- (iii) _____ times the annual base salary of the Participant at his date of death.
- (iv) Other [specify]:

- (v) No additional benefits.

5.1 Hardship Withdrawals: [check desired option]:

- (i) The Employer **does** elect to permit hardship withdrawals by a Participant from his Deferred Compensation Account.
- (ii) The Employer **does not** elect to permit hardship withdrawals by a Participant from his Deferred Compensation Account.

5.2 Elective Withdrawals: [check desired option]:

- (i) The Employer **does** elect to permit elective withdrawals by a Participant from his Deferred Compensation Account.
- (ii) The Employer **does not** elect to permit elective withdrawals by a Participant from his Deferred Compensation Account.

6.1 Payment Options: Subject to the limitations in Section 6.3 of the Plan, any benefit payable under the Plan may be made to the Participant or his Beneficiary (as applicable) in any of the following payment forms, as selected by the Participant upon his entry into the Plan [check desired option(s)]:

- (i) A lump sum in cash as soon as practicable following the date of the Participant's severance from Service with the Employer for any reason (including Retirement, Disability or death).
- (ii) Approximately equal annual installments over a term certain as elected by the Participant upon his entry into the Plan over a maximum of 15 years (insert maximum number of years) not to exceed the life expectancy of the Participant.

Payment of the benefit shall commence as of the following date [select desired option]:

- The first business day of the calendar year following the date of the Participant's Severance from Service with the Employer for any reason (including Retirement, Disability or death).
- The first business day of the calendar quarter following the date of the Participant's Severance from Service with the Employer for any reason (including Retirement, Disability or death).
- The first business day of the calendar month following the date of the Participant's Severance from Service with the Employer for any reason (including Retirement, Disability or death).

The payment of each annual installment shall be made on the anniversary of the date selected for the commencement of the installment payments in this subsection (ii). The amount of the annual installment shall be adjusted on each anniversary date of the commencement of the installment payments for credits or debits to the Participant's account pursuant to Section 8 of the Plan. Such adjustment shall be made by dividing the balance in the Deferred Compensation Account on each such date (following adjustment on such date) by the number of annual installments remaining to be paid hereunder; provided that the last annual installment due under

the Plan shall be the entire amount credited to the Participant's account on the date of payment.

(iii) Other [specify]: _____

14. Amendment or Termination of Plan [check if desired]:

(i) Notwithstanding any provision in this Adoption Agreement or the Plan to the contrary, Section _____ of the Plan shall be amended to read as follows:

See attached Exhibit _____.

17.9 Construction: The provisions of the Plan and Trust (if any) shall be construed and enforced according to the laws of the State of Delaware, except to the extent that such laws are superseded by ERISA.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above stated.

Children's Institute International

Name of Employer

By: 

Authorized Person

VP. FINANCE

NOTE: Execution of this Adoption Agreement creates a legal liability of the Employer with significant tax consequences to the Employer and Participants. The Employer should obtain legal and tax advice from its professional advisors before adopting the Plan. The Sponsor disclaims all liability for the legal and tax consequences which result from the elections made by the Employer in this Adoption Agreement.

The Plan is adopted by the following Participating Employers:

CHILDREN'S INSTITUTE INTERNATIONAL

Name of Employer

By: *Mark H. Eng* V.P. FINANCE
Authorized Person

Name of Employer

By: _____
Authorized Person

Name of Employer

By: _____
Authorized Person



Children's Institute International

Check Date: 5/13/2004
Check Number: 61286

To: DFVC PROGRAM
EMPLOYEE BENEFIT SECURITY
ADMINISTRATION

Invoice Number	Date	Description	Amount	Discount	Net Amount
51004	5/10/2004	457(B) PLAN ALTERNATIVE FILING PENALTY	\$750.00	\$0.00	\$750.00
		Totals:	\$750.00	\$0.00	\$750.00

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May 20, 2004

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First Vice Chairman

Charles P. Diamond
Second Vice Chairman

Tracey Gluck
Treasurer

Ronald S. Preissman
Secretary

Fitch Mattison Behr
Richard L. Berger
Mrs. Eunice Chesler
The Honorable Ed Edelman
Maria D. Hummer, Esq.
Mrs. Suzanne Lowe
Mr. Barry Patmore
Mrs. Donald V. Petroni
Steven H. Pokress
Ms. Deborah Raffin
Mrs. Grazyna Simon
Mrs. Daphna Edwards Ziman

Ex Officio Members:

Mrs. Stephen Ackerman
President, The Colleagues

Mrs. C. Stephen Cord, Jr.
President, The C.H.I.P.S.

Mrs. Barbara Devine
President, Les Amies

Mary M. Emmons
*President and
Chief Executive Officer*

US Department of Labor
Employee Benefits Security Administration
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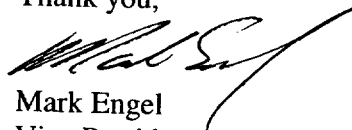
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