

# **SECURE 2.0 Act of 2022 Adoption Agreement Amendment Kit**

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## **For use with Ascensus' Nonstandardized 401(k) Profit Sharing Plan Documents**

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- *Adoption Agreement Amendment*
- *Summary of Material Modifications to the Adoption Agreement ("SMM-AA")*

### **GENERAL INSTRUCTIONS**

- Review, complete and sign the *Adoption Agreement Amendment*. Send a copy to American Century Investments and file the original with your other qualified plan documents.
- Complete the *SMM-AA*. Provide a copy to each participant and beneficiary of a deceased participant and file the original with your other qualified plan documents.
- Provide a copy of the *SMM-AA*, along with a copy of the *Summary Plan Description* (not included in this kit), to employees as they become eligible to participate in the Plan.

You must complete this kit even if your plan has been or will be operated using the defaults described in the *Basic Plan Document Amendment*.

# SECURE 2.0 Act of 2022

## Adoption Agreement Amendment

This amendment of the Plan (hereinafter referred to as the "Amendment") is comprised of this SECURE 2.0 Act of 2022 ("SECURE 2.0") Adoption Agreement Amendment (hereinafter referred to as the "Adoption Agreement Amendment") and the corresponding Basic Plan Document Amendment. The Amendment is adopted to reflect certain provisions of SECURE 2.0 and related guidance. This Amendment is intended to provide good faith compliance with SECURE 2.0 and related guidance until the Plan is formally restated to incorporate such guidance. Except as otherwise specified in the Adoption Agreement Amendment, the Amendment provisions are effective as provided in the Basic Plan Document Amendment. This Amendment supersedes the existing provisions of the Plan to the extent that those provisions are inconsistent with the provisions of the Amendment. The Amendment will not cause the Plan to become an individually designed plan.

In the event that the provisions in the Amendment modify or update a good faith amendment provision that is addressed in the Setting Every Community Up for Retirement Enhancement (SECURE) Act of 2019, the Bipartisan American Miners (BAM) Act of 2019, and the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 Adoption Agreement Amendment (collectively referred to herein after as "SECURE-CARES"), such good faith amendment provision will be identified accordingly.

### EMPLOYER INFORMATION

Name of Plan \_\_\_\_\_

Plan Sequence Number \_\_\_\_\_ Trust Identification Number (if applicable) \_\_\_\_\_ Account Number \_\_\_\_\_

### SECTION TWO: ELIGIBILITY

#### ***Complete Part A, as applicable***

*If the Plan has been or will be operated differently than as described in the Basic Plan Document Amendment, complete Part A below, if applicable. If the Basic Plan Document Amendment reflects how the Plan has been or will be operated for Part A, do not complete that Part; the provisions of the Basic Plan Document Amendment will apply.*

#### **Part A. Long-Term, Part-Time Employee Eligibility**

*Complete Part A below if a Long-Term, Part-Time Employee will be eligible to become a Participant in the Plan for purposes of receiving Employer Contributions (other than Elective Deferrals). For the purposes of this provision, a Long-Term, Part-Time Employee is someone who has at least 500 hours of service in two consecutive 12-month periods as described in Plan Section 2.01 of the Basic Plan Document Amendment but has not otherwise met the plan's eligibility requirements. To remove Employer Contributions, previously selected in this Adoption Agreement Amendment or in the SECURE-CARES Adoption Agreement Amendment, complete Part A below and leave the applicable box blank and specify the effective date of the change.*

☐ A Long-Term, Part-Time Employee will be eligible to become a Participant in the Plan for purposes of receiving Employer Contributions pursuant to Section Three of the Adoption Agreement.

This Part A is effective \_\_\_\_\_. (Specify a date for this provision. The date may not be earlier than the first day of the Plan Year beginning on or after January 1, 2025.)

**NOTE:** Any elections that were previously made for Long-Term, Part-Time Employees in the SECURE-CARES Amendment will continue to apply unless they are changed to add or remove a type of contribution in this SECURE 2.0 Amendment.

### SECTION THREE: CONTRIBUTIONS

**Complete Parts A through E, as applicable**

If the Plan has been or will be operated differently than as described in the Basic Plan Document Amendment for purposes of any of Parts A through E below, complete the applicable Part(s) to reflect the operation of the Plan. If the Basic Plan Document Amendment reflects how the Plan has been or will be operated for one or more of Parts A through E, do not complete those Parts; the provisions of the Basic Plan Document Amendment will apply.

#### Part A. Designated Roth Employer Contributions

Complete this Part A below if the Plan has or will allow Participants to elect to designate Employer Contributions as Designated Roth Employer Contributions. To remove Employer Contributions that were previously selected in this Adoption Agreement Amendment, complete this Part A below and leave the applicable box and specify the effective date of the change.

- ☐ The Plan will allow Participants to elect to designate Employer Contributions (other than Elective Deferrals) made to the Plan on their behalf as Designated Roth Employer Contributions. Subject to the Participant's election, Employer Contributions will be includible in an individual's gross income for the taxable year in which the contribution is allocated to the Participant's Individual Account. If such election is not applicable to a Participant or an election is not made by a Participant, Employer Contributions will be made as a pre-tax contribution.

This Part A is effective \_\_\_\_\_. (Specify a date for this provision. The date may not be earlier than December 29, 2022.)

**NOTE:** If this Part A is not selected, Designated Roth Employer Contributions will not be permitted. If Designated Roth Employer Contributions are permitted, a Participant who is fully vested in the applicable contribution source at the time the contributions are allocated to their Individual Account. An irrevocable election to designate Employer Contributions as Designated Roth Employer Contributions must be made no later than the time the Employer Contributions are allocated to their Individual Account. If such election is not applicable to a Participant or an election is not made by a Participant, Employer Contributions will be made as a pre-tax contribution.

#### Part B. Mandatory EACA

Complete this Part B only if the Plan's 401(k) feature is or was initially adopted on or after December 29, 2022 and an exception to the mandatory EACA rule applies under Plan Section 3.01(E)(7)(b)(ii)-(vi) of the Basic Plan Document Amendment.

- ☐ The Plan satisfies at least one of the following exceptions to the mandatory EACA provisions:
- The Plan is a SIMPLE 401(k) Plan (within the meaning of Code section 401(k)(11)).
  - The Plan is a governmental plan (within the meaning of Code section 414(d)).
  - The Plan is a church plan (within the meaning of Code section 414(e)).
  - The Adopting Employer has been in existence for less than three years.
  - The Adopting Employer normally employs no more than 10 employees.

#### Part C. Starter 401(k) Provisions

Complete this Part C only if the Starter 401(k) provisions apply. If selected, a simplified plan design pursuant to Plan Section 3.01(L) must be elected pursuant to the Plan's Adoption Agreement.

- ☐ The Starter 401(k) provisions in Plan Section 3.01(L) will apply.

This Part C is effective \_\_\_\_\_. (Specify a date for this provision. The date may not be earlier than the first day of the Plan Year beginning after December 31, 2023.)

#### Part D. Matching Contributions and Qualified Student Loan Payments

Complete this Part D if Qualified Student Loan Payments will be treated as Elective Deferrals for purposes of calculating the Plan's Matching Contributions.

- ☐ Matching Contributions will be made to the Plan with regard to Qualified Student Loan Payments.

This Part D is effective \_\_\_\_\_. (Specify a date for this provision. The date may not be earlier than the first day of the Plan Year beginning after December 31, 2023.)

#### Part E. Repayments of Certain Distributions

Complete this Part E if rollover contributions are allowed pursuant to Section Three, Part G, item 1 of the Adoption Agreement, and repayments of domestic abuse distributions, emergency personal expense distributions, federally declared disaster distributions, and/or terminal illness distributions that were taken from another plan will be allowed to be made to this Plan.

- ☐ The Plan will accept repayments of the following types of distributions:
- ☐ Domestic abuse distributions as described in Plan Section 5.01(D)(9).
  - ☐ Emergency personal expense distributions as described in Plan Section 5.01(D)(10).
  - ☐ Federally declared disaster distributions as described in Plan Section 5.01(D)(4).
  - ☐ Terminal illness distributions as described in Plan Section 5.01(D)(8).

This Part E is effective \_\_\_\_\_ for domestic abuse distributions. (Specify a date for this provision. The date may not be earlier than January 1, 2024.)

This Part E is effective \_\_\_\_\_ for emergency personal expense distributions. (Specify a date for this provision. The date may not be earlier than January 1, 2024.)

This Part E is effective \_\_\_\_\_ for federally declared disaster distributions. (Specify a date for this provision. The date may not be earlier than January 26, 2021.)

This Part E is effective \_\_\_\_\_ for terminal illness distributions. (Specify a date for this provision. The date may not be earlier than December 29, 2022.)

**NOTE:** If no selection is made above or no distribution types are specified, no repayments of the above distribution types will be permitted. The distribution repayments will be permitted from the same sources that are elected for Direct Rollovers in Section Three, Part G, item 1 of the Adoption Agreement.

## SECTION FIVE: DISTRIBUTIONS AND LOANS

### Complete Parts A through D, as applicable

If the Plan has been or will be operated differently than as described in the Basic Plan Document, complete the applicable Part(s) to reflect the operation of the Plan. If the Basic Plan Document Amendment reflects how the Plan has been or will be operated for one or more of Parts A through D, do not complete the applicable Parts; the provisions of the Basic Plan Document Amendment will apply.

#### Part A. Distributions Due to Specified Events or Circumstances

Complete this Part A if a participant is entitled to request a distribution on account of domestic abuse and/or emergency personal expense.

##### Withdrawal of Elective Deferrals, Matching Contributions, and Employer Profit Sharing Contributions

A Participant will be entitled to request a distribution of their Individual Account as a domestic abuse distribution and/or emergency personal expense distribution, with respect to the following contributions (complete the table below):

|                                         | Elective Deferrals | Employer Contributions |
|-----------------------------------------|--------------------|------------------------|
| Domestic abuse distribution             |                    |                        |
| Emergency personal expense distribution | Not Allowed        | Not Allowed            |

This Part A is effective \_\_\_\_\_ for domestic abuse distributions. (Specify a date for this provision. The date may not be earlier than January 1, 2024.)

This Part A is effective \_\_\_\_\_ for personal emergency expense distributions. (Specify a date for this provision. The date may not be earlier than January 1, 2024.)

**NOTE:** If distributions are available under the Plan for a specified event or circumstance and no limits are specified above, no additional limitations will apply to such distributions beyond those indicated in Plan Section 5.01(D). Any limitations that are indicated above will be in addition to and must comply with the applicable limitation set forth in Plan Section 5.01(D) with respect to such distribution(s).

#### Part B. Terminal Illness Distributions

Complete this Part B if a Participant may request that a distribution from the Plan be treated as made on account of a terminal illness.

- ☐ A Participant who has an otherwise distributable event under the Plan will be entitled to request that such distribution of their Individual Account be treated as a terminal illness distribution pursuant to Plan Section 5.01(D)(8).

This Part B is effective \_\_\_\_\_. (Specify a date for this provision. The date may not be earlier than December 29, 2022.)

#### Part C. Qualified Federally Declared Disaster Loans

Complete this Part C to indicate how the Plan is operated for purposes of the enhanced loan provisions pertaining to federally declared disaster loans. This Part C should only be completed if Participants were not permitted to request a loan due to being affected by a federally declared disaster, even though they were otherwise entitled to request a loan from the Plan pursuant to Plan Section 5.16.

- ☐ A Participant who is otherwise entitled to request a loan from the Plan **will not be entitled** to request a loan using the enhanced loan maximum amounts that are applicable to loans for federally declared disasters in Plan Section 5.16.

This Part C is effective \_\_\_\_\_. (Specify a date for this provision. The date may not be earlier than January 26, 2021.)

**Part D. Qualified Long-Term Care Distributions**

*Complete this Part D if a Participant is entitled to request a distribution for the purchase of or payment of premiums for certified long-term care insurance.*

☐ A Participant will be entitled to request a distribution of their Individual Account for the purchase of or payment of premiums for qualified long term care insurance.

This Part D is effective \_\_\_\_\_. *(Specify a date for this provision. The date may not be earlier than December 30, 2025.)*

**EMPLOYER SIGNATURE**

**Signature of Employer:**

- 1. I acknowledge that I have relied upon my own advisers regarding the completion of this Adoption Agreement Amendment and the legal and tax implications of amending this Plan;
- 2. I understand that my failure to properly complete this Adoption Agreement Amendment may result in disqualification of the Plan; and
- 3. I have received a copy of this Adoption Agreement Amendment and the corresponding Basic Plan Document Amendment which are hereby adopted for the Plan.

Signature of Adopting Employer \_\_\_\_\_ Date Signed \_\_\_\_\_

Type Name \_\_\_\_\_ Title \_\_\_\_\_

# Summary of Material Modifications to the Adoption Agreement

Name of Plan \_\_\_\_\_

Name of Adopting Employer \_\_\_\_\_

Plan Sequence Number \_\_\_\_\_ Plan Year End \_\_\_\_\_

The purpose of this document is to update your Summary Plan Description (SPD). This document is very important and should be kept with your SPD. The following update to your SPD is limited to changes to certain provisions of the SPD. The following sections of your SPD are amended to include the following. Unless otherwise noted, the effective date of this Summary of Material Modifications (SMM) is the first day of the first Plan Year beginning on or after January 1, 2023. To the extent that any provisions of this SMM conflict with your SPD, the terms of this SMM will apply.

## ELIGIBILITY

### What age and service requirements do I have to meet before I am eligible to participate in the Plan?

For purposes of determining your eligibility to participate in the Plan for Deferrals on or after the first day of the Plan's 2025 Plan Year, if you do not satisfy the Plan's eligibility service requirements during any eligibility measuring period, you will still satisfy the eligibility service requirements if you complete one year of eligibility service, or, if earlier, you work two consecutive 12-month periods, during each of which you work at least 500 hours. However, no 12-month period that begins before January 1, 2023 will be included for purposes of the two consecutive 12-month period determination and you must attain age 21 by the end of the two consecutive 12-month periods.

- ☐ In addition to Deferrals, for purposes of Employer Contributions, if you do not satisfy the Plan's eligibility service requirements during any eligibility measuring period, you will still satisfy the eligibility service requirements if you complete one year of eligibility service, or, if earlier, you work two consecutive 12-month periods, during each of which you work at least 500 hours. However, no 12-month period that begins before January 1, 2023 will be included for purposes of the two consecutive 12-month period determination and you must attain age 21 by the end of the two consecutive 12-month periods.

This provision is effective \_\_\_\_\_.

## CONTRIBUTIONS

### Can I contribute to the Plan?

#### **Catch-Up Contributions**

If you are eligible to defer additional amounts to the Plan due to being age 50 or older before the end of the calendar year and your compensation is \$145,000 or more from your Employer for the prior year, the additional amounts you elect to defer will be contributed to the Plan on your behalf as Roth Deferrals if Roth Deferrals are permitted. However, if Roth Deferrals are not permitted, you may only elect to defer additional amounts to your Plan if your compensation from your Employer was less than \$145,000 for the prior year.

#### **Increased Catch-Up Contributions**

If you are eligible to make Deferrals, you may defer up to an extra \$11,250 (for 2026) if you are age 60, 61, 62, or 63 before the end of the calendar year and once you meet certain Plan limits.

### What if I don't make an election to contribute into the Plan?

- ☐ This plan is exempt from the otherwise applicable mandatory Eligible Automatic Contribution Arrangement (EACA). You are not required to defer a portion of your Compensation into the Plan. If you elect 0% using the procedure established by your Plan Administrator (or you simply fail to make a Deferral election), you will not be enrolled in the Plan as a deferring Participant (that is, 0% of your Compensation will be deferred into the Plan).
- ☐ If the Plan allowed for Deferrals beginning on or after December 29, 2022, the Plan will be operated with a mandatory Eligible Automatic Contribution Arrangement (EACA). If you have satisfied the eligibility requirements, but do not make a Deferral election, your Plan Administrator will automatically contribute 3% of your Compensation into the Plan as Pre-tax Deferrals. Your Plan Administrator will automatically increase the amount of your Deferrals annually by 1% of Compensation per paycheck up to a maximum rate of 10%. The automatic increase of your Deferrals will occur on the first day of each Plan Year beginning after the end of your first completed year of participation under this arrangement. You are not required to defer a portion of your Compensation into the Plan and may instruct your Plan Administrator to stop Deferrals or to defer a different amount by following the procedures established by your Plan Administrator.

This provision is effective \_\_\_\_\_.

**Will my Employer make any other types of contributions to the Plan on my behalf?**

***Designated Roth Contributions***

- ☐ You may elect to have your Employer contribute Employer Contributions that are made to the Plan on your behalf as Designated Roth Contributions, rather than pre-tax employer contributions.

This provision is effective \_\_\_\_\_.

**If I make contributions to the Plan, will my Employer match any of those contributions?**

***Additional Match Availability for Qualified Student Loan Payments***

- ☐ In addition to other types of contributions for which Matching Contributions will be made, Matching Contributions will also be made with respect to Qualified Student Loan Payments.

This provision is effective \_\_\_\_\_.

**If I take a distribution from this Plan or another eligible employer plan, can I combine it with my money in this Plan?**

***Repayment of Domestic Abuse Distributions***

If you take a Domestic Abuse Distribution from this Plan, you will be able to repay such distribution to your Plan or an eligible retirement plan to which such repayment contributions can be made by the end of the 3-year period beginning on the day after you take that distribution. The Plan's rules regarding rollover contributions apply to these repayments. The rollover contribution rules are listed in the SPD previously provided to you.

- ☐ If you take a Domestic Abuse Distribution from another retirement arrangement, you will be able to repay such distribution to your Plan by the end of the 3-year period beginning on the day after you take that distribution, if the distribution was taken from one of the types of plans for which the Plan will accept direct rollovers. The Plan's rules regarding rollover contributions apply to the repayment of such Domestic Abuse Distributions.

This provision is effective \_\_\_\_\_.

***Repayment of Emergency Personal Expense Distributions***

If you take an Emergency Personal Expense Distribution from this Plan, you will be able to repay such distribution to your Plan or an eligible retirement plan to which such repayment contributions can be made by the end of the 3-year period beginning on the day after you take that distribution. The Plan's rules regarding rollover contributions apply to these repayments. The rollover contribution rules are listed in the SPD previously provided to you.

- ☐ If you take an Emergency Personal Expense Distribution from another retirement arrangement, you will be able to repay such distribution to your Plan by the end of the 3-year period beginning on the day after you take that distribution, if the distribution was taken from one of the types of plans for which the Plan will accept direct rollovers. The Plan's rules regarding rollover contributions apply to the repayment of such Emergency Personal Expense Distributions.

This provision is effective \_\_\_\_\_.

***Repayment of Federally Declared Disaster Distributions***

If you take a Federally Declared Disaster Distribution from this Plan, you will be able to repay such distribution to your Plan or an eligible retirement plan to which such repayment contributions can be made. Such repayment must be made by the end of the 3-year period beginning on the day after you take that distribution. The Plan's rules regarding rollover contributions apply to these repayments. The rollover contribution rules are listed in the SPD previously provided to you. You may also roll over to the Plan any hardship withdrawal made from the Plan which was received no more than 180 days prior to the first day of the incident period for a disaster declared by the Federal Emergency Management Agency and not later than 30 days after the last day of such incident period when such withdrawal was to be used to purchase or construct your principal residence in a qualified disaster area, but you did not do so due to that qualified disaster.

- ☐ If you take a Federally Declared Disaster Distribution from another retirement arrangement, you will be able to repay such distribution to your Plan by the end of the 3-year period beginning on the day after you take that distribution, if the distribution was taken from one of the types of plans for which the Plan will accept direct rollovers. The Plan's rules regarding rollover contributions apply to the repayment of such Federally Declared Disaster Distributions.

This provision is effective \_\_\_\_\_.

### ***Repayment of Terminal Illness Distributions***

If you take a Terminal Illness Distribution from this Plan, you will be able to repay such distribution to your Plan or an eligible retirement plan to which such repayment contributions can be made by the end of the 3-year period beginning on the day after you take that distribution. The Plan's rules regarding rollover contributions apply to these repayments. The rollover contribution rules are listed in the SPD previously provided to you.

- ☐ If you take a Terminal Illness Distribution from another retirement arrangement, you will be able to repay such distribution to your Plan by the end of the 3-year period beginning on the day after you take that distribution, if the distribution was taken from one of the types of plans for which the Plan will accept direct rollovers. The Plan's rules regarding rollover contributions apply to the repayment of such Terminal Illness Distributions.

This provision is effective \_\_\_\_\_.

### **Is this a SIMPLE 401(k) Plan?**

#### ***Catch-Up Contributions***

If your Employer has elected to operate the Plan as a SIMPLE 401(k) Plan, you may defer up to an extra \$5,250 (for 2026) if you are age 60, 61, 62, or 63 before the end of the calendar year and once you meet certain SIMPLE 401(k) Plan limits. The maximum amount of this higher catch-up limit will increase as the cost-of-living increases.

#### ***Additional Discretionary Nonelective Contribution for a SIMPLE 401(k) Plan***

For taxable years beginning after December 31, 2023, your Employer may make a Nonelective Contribution (in addition to the one described above) of the same percentage amount to all eligible Participants of up to ten percent of your Compensation with an annual maximum dollar amount of \$5,000 for each Participant.

### **Is this a Starter 401(k) Plan?**

- ☐ Yes ☐ No

If "Yes" is selected, your Employer's Plan will be operated with a mandatory Eligible Automatic Contribution Arrangement (EACA). The EACA contribution rules are listed in the SPD previously provided to you. You are not required to defer a portion of your Compensation into the Plan and may instruct your Plan Administrator to stop Deferrals or to defer a different amount by following the procedures established by your Plan Administrator.

The maximum dollar amount that you can contribute to the Plan each year is \$6,000 (for 2026). You may defer up to an extra \$1,100 (for 2026) if you are age 50 or older before the end of the calendar year and once you meet certain Plan limits. The maximum contribution and catch-up amount will increase as the cost-of-living increases.

This provision is effective \_\_\_\_\_.

## **VESTING AND FORFEITURES**

### **Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan?**

#### ***Year of Vesting Service***

If you satisfied the service requirements to be eligible for Deferrals by working at least 500 hours for two consecutive 12-month periods, you will be credited with a year of vesting service if 500 hours were worked during the Plan's applicable vesting period. When determining your years of vesting service for Employer contributions, no 12-month period that begins before January 1, 2021 will be included.

## **DISTRIBUTIONS AND LOANS**

### **Can I withdraw money from the Plan while I am still employed?**

#### ***Domestic Abuse Distribution***

- ☐ Yes ☐ No

If "Yes" is selected, you may take a Domestic Abuse Distribution of up to the lesser of \$10,000 or 50 percent of your vested account balance for any situation where you suffered physical, psychological, sexual, emotional or economic abuse, including efforts to control, isolate, humiliate, or intimidate you, or to undermine your ability to reason independently, including by means of abuse of your child or another family member living in your household. Your Plan Administrator may rely upon your certification that you have met the conditions for a domestic abuse distribution described above. You must take any such distribution within 1 year of when you are the victim of such domestic abuse. Contact your Plan Administrator for more information or if you have questions.

This provision is effective \_\_\_\_\_.

**Emergency Personal Expense Distribution**

☐ Yes ☒ No

If "Yes" is selected, you may take one Emergency Personal Expense Distribution per calendar year for up to the lesser of \$1,000 or the amount of your account balance over \$1,000 for the purpose of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses. Your Plan Administrator may rely upon your certification that you have met the conditions for the emergency personal expense distribution described above. If you take an Emergency Personal Expense Distribution from the Plan, you cannot take another such distribution within the following 3 calendar years unless you've fully repaid the prior distribution or contributed an aggregate amount of Deferrals and Nondeductible Employer Contributions that equals at least the amount of such distribution.

This provision is effective \_\_\_\_\_.

**Terminal Illness Distribution**

☐ Yes ☐ No

If "Yes" is selected and you are otherwise eligible for a distribution under the Plan, you may elect to treat your distribution from the Plan as a Terminal Illness Distribution after you have provided the appropriate documentation to the Plan Administrator. Contact your Plan Administrator for more information or if you have questions.

This provision is effective \_\_\_\_\_.

**Qualified Long-Term Care Distribution**

☐ Yes ☐ No

If "Yes" is selected, you may receive distributions for the purchase of or payment of premiums for certified long-term care insurance. However, such distributions during the taxable year may not exceed, in the aggregate, the least of the following:

- a. The amount paid by or assessed to you during the taxable year for or with respect to certified long-term care insurance for you or your spouse (or other family member of the employee as provided by the Secretary by regulation);
- b. Ten percent of the present value of your nonforfeitable accrued benefit Plan;
- c. \$2,500 (as adjusted for cost-of-living increases).

This provision is effective \_\_\_\_\_.

**Will I be permitted to withdraw Deferrals that are automatically contributed to the Plan on my behalf?****Withdrawals Under a mandatory EACA**

Yes, you will be permitted to withdraw (without penalty) that portion of your Deferrals that has been automatically contributed to the Plan under the mandatory EACA. Your election to withdraw must be made within 90 days following the payroll date that your first Deferral was deducted from your paycheck and automatically contributed to the Plan.

If you choose to withdraw your Deferrals, your withdrawal will also consist of any earnings attributable to those Deferrals. Any Matching Contributions made by your Employer that are related to those Deferrals will be forfeited.

You will be treated as if you have not participated in the mandatory EACA before if no portion of your Deferrals has been automatically contributed to the Plan under the mandatory EACA for an entire Plan Year. This will affect whether you will be permitted to withdraw that portion of your Deferrals that has been automatically contributed to the Plan under the mandatory EACA if you are rehired or your Deferral election expires and you are reenrolled in the mandatory EACA.

**Can I take a loan from the Plan because I was affected by a federally declared disaster?**

If you are otherwise permitted to take a loan(s) from your account under the Plan, you may take a Federally Declared Disaster Loan. See your SPD for other applicable loan terms.

**Limits on plan loans**

The maximum loan amount that is available to you is increased to \$100,000 (reduced by the highest outstanding loan balance in the previous 12 months) or 100% of your vested balance in the Plan (reduced by the current outstanding loan balance, if any), whichever is less.

**One-year suspension of loan payments**

If you have an outstanding loan at the time that you would otherwise qualify for a Federally Declared Disaster Loan, any payment on such loan that is due during the period between the first day of the disaster's declared incident period and ending on the date which is 180 days after the last day of such incident period will be delayed for one year and subsequent payments will be adjusted accordingly. , In addition, the period of such delay will not be counted toward the maximum 5-year repayment period. All such delayed loan payments will accrue interest.

## What if I die before receiving all of my money from the Plan?

For purposes of distributions to your beneficiary after December 31, 2023, your beneficiary will generally have the same options regarding the form of the distribution that are available to you as a Participant. If the Plan is subject to spousal consent requirements, however, and the balance is greater than \$7,000, your beneficiary may be required to take the payments in the form of a life annuity, unless the annuity has been properly waived by you (and your spouse, if applicable) during your lifetime. Your spousal beneficiary may also have the option of rolling the distribution into an IRA.

## INVESTMENTS

### What investments are permitted under the Plan?

If qualifying longevity annuity contracts (QLAC) are available under the Plan, there are limits on the premium payments you can make to a QLAC each year. Effective for QLACs purchased or received in an exchange on or after December 29, 2022, your premium payments for a QLAC cannot be more than: 1) \$200,000 (for 2026, this amount will increase as the cost-of living increases) over the sum of the premiums paid before that date and premium payments made on your behalf from all other retirement plans and any individual retirement arrangements (IRAs) you may have; or 2) the excess of the sum of the premiums paid before that date and the premium payments made on your behalf from all other retirement plans and any IRAs you may have, whichever is less. If you are using your retirement assets to invest in multiple QLACs and you have exceed these limits, you must notify the Plan Administrator within a reasonable timeframe to ensure that the excess is moved to a non-QLAC investment no later than December 31 of the year following the year in which the excess occurred. The Plan Administrator is entitled to rely on the information you provide regarding any QLACs you have invested in outside of this Plan.

Further information on the investment and distribution requirements related to the QLAC can be obtained from the SPD that was previously provided to you, the Plan Administrator, or the financial organization that is providing the QLAC.

## DEFINITIONS

**Designated Roth Contribution** – An amount contributed to the Plan as a Profit Sharing Contribution or a Matching Contribution on an after-tax basis (similar to a Deferral made as a Roth contribution). You cannot elect to have Profit Sharing or Matching Contributions made as Designated Roth Contributions for you unless you are 100% vested in the applicable contribution type. If you take a distribution of your Designated Roth Contributions prior to the year containing the fifth anniversary of the day such amounts were contributed to the Plan as Designated Roth Contributions, you will owe a 10% early withdrawal penalty on the earnings attributable to those contributions unless you meet the requirements for a penalty exemption. Please see your Plan Administrator for further information about the penalty exemptions.

**Domestic Abuse Distributions** – A limited distribution you can take from the Plan due to being the victim of domestic abuse within 1 year of any date on which you were a victim of domestic abuse by your spouse or domestic partner. For purposes of this distribution, the term “domestic abuse” means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim’s ability to reason independently, including by means of abuse of the victim’s child or another family member living in the household. This distribution is generally not subject to the 10% tax penalty.

**Emergency Personal Expense Distributions** – A limited distribution you can take once per calendar year from the Plan due to personal or family emergency expenses. This distribution is generally not subject to the 10% tax penalty.

**Federally Declared Disaster Distribution** – A limited distribution you can take from the Plan due to residing in a declared disaster area and experiencing an economic loss due to that disaster. This distribution is generally not subject to the 10% tax penalty.

**Federally Declared Disaster Loan** – A loan from the Plan subject to different limitations than normal plan loans available to you (as described in the Loan Policy) if you reside in a declared disaster area and experiencing an economic loss due to that disaster.

**Nondeductible Employee Contribution** – A Nondeductible Employee Contribution is the amount you elect to contribute to the Plan on an after-tax (non-Roth) basis, including Designated Roth Contributions, if applicable. The earnings on these contributions accumulate on a tax-deferred basis until paid out of the Plan.

**Qualified Student Loan Payments** – You may certify by the annual deadline set by the Plan Administrator following the Plan Year that you made payments on loans taken to pay educational expenses at post-secondary education institutions. Such repayment amounts will be treated as Qualified Student Loan Payments to the extent they do not exceed the lesser of your Compensation or the Deferral limit for the year when added to your Deferrals contributed to the Plan for the year.

**Required Beginning Date** – When you reach age 73 (age 72 if you attained that age on or before December 31, 2022, and age 70½ if you were born before July 1, 1949), you will generally need to begin taking a portion of your balance out of the Plan each year. This distribution is called a required minimum distribution, or RMD. If you continue to work for your Employer after age 73 (age 72 if you attained that age on or before December 31, 2022, and age 70½ if you were born before July 1, 1949), you may, as permitted by the Plan, delay required distributions until you actually stop working for your Employer unless you own more than 5% of the Employer. If you own more than 5% of the Employer, you will need to begin taking payments at age 73 (age 72 if you attained that age on or before December 31, 2022, and age 70½ if you were born before July 1, 1949) even if you are still employed. The annual required distribution amount is generally based on your account balance divided by a life expectancy factor outlined in retirement plan regulations.

**Terminal Illness Distribution** – If you request an otherwise permissible distribution from the Plan and provide the Plan Administrator with evidence that your doctor has certified that you have an illness which would reasonably result in death in 7 years or less from the date of that certification, you may be able to treat such distribution as a Terminal Illness Distribution. This distribution treatment will allow you to repay the distribution to the Plan and the distribution will not be subject to the 10% tax penalty, if applicable.