

SECURE 2.0 Act of 2022

Basic Plan Document

Amendment Kit

For use with Ascensus'

Standardized Individual 401(k) Profit Sharing Plans

CONTENTS

- *Pre-Approved Plan Document Sponsor Resolution to Adopt the SECURE 2.0 Amendment.*
- *Basic Plan Document Amendment*
- *Summary of Material Modifications to the Basic Plan Document ("SMM-BPD")*

GENERAL INSTRUCTIONS

- Review the *Pre-Approved Plan Document Sponsor Resolution to Adopt the SECURE 2.0 Amendment.**
- Review the *Basic Plan Document Amendment* and file it with your other qualified plan documents.
- Complete the *SMM-BPD*. Provide a copy to each participant and beneficiary of a deceased participant.
- Keep the original *SMM-BPD* with your *Summary Plan Description* in your plan records. You'll need to provide a copy of both forms to employees when they become eligible to participate in the Plan.

***You must also complete an *Adoption Agreement Amendment Kit*, even if your plan has been or will be operated using the defaults described in the *Basic Plan Document Amendment*.**

**PRE-APPROVED DOCUMENT PROVIDER
RESOLUTION TO ADOPT THE
SETTING EVERY COMMUNITY UP FOR RETIREMENT
ENHANCEMENT (SECURE) 2.0 ACT OF 2022 AMENDMENT**

WHEREAS, American Century Investment Management, Inc. is a Pre-approved Document Provider of pre-approved plan documents;

WHEREAS, pursuant to applicable IRS procedures, American Century Investment Management, Inc. wishes to adopt an amendment on behalf of all of the Employers who utilize the pre-approved plan documents that are provided by American Century Investment Management, Inc. as the Pre-approved Document Provider; and

WHEREAS, Section 7.06 of the basic plan document to the pre-approved plan documents authorizes the Pre-approved Document Provider to amend the terms of the plans on behalf of all Employers;

NOW, THEREFORE, the pre-approved plan documents are hereby amended by the attached amendment entitled "Setting Every Community Up for Retirement Enhancement (SECURE) 2.0 Act of 2022 Basic Plan Document Amendment."

This amendment is hereby adopted by the Pre-approved Document Provider on behalf of all Employers.

Greg M. Barner

08/07/2026

Signature

Date

Vice President, Client Operations & Chief Privacy Officer

Title

SECURE 2.0 Act of 2022

Basic Plan Document 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) Basic Plan Document Amendment (the "Basic Plan Document Amendment") and, if applicable, the corresponding Adoption Agreement Amendment. The Amendment is intended to provide good faith compliance with certain provisions of SECURE 2.0, and related guidance until the Plan is formally restated to incorporate such guidance. Except as otherwise provided in the Adoption Agreement Amendment or indicated below, these provisions are effective on the first day of the Plan Year beginning on or after January 1, 2023. 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 good faith amendment provisions that are 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 Basic Plan Document Amendment (collectively referred to herein after as "SECURE-CARES") or the Hardship Distribution Basic Plan Document Amendment, such good faith amendment provisions will be identified accordingly. Except as otherwise provided in the Adoption Agreement Amendment or indicated below, these provisions are effective as of the effective date of the initial provision that is being modified, updated, or replaced.

DEFINITIONS

APPLICABLE MULTI-BENEFICIARY TRUST

The Plan's definition of Applicable Multi-Beneficiary Trust that was added by SECURE-CARES is modified by adding the following to the end:

For purposes of determining if a trust is an Applicable Multi-Beneficiary Trust, effective January 1, 2023, any beneficiary of the trust that is an organization described in Code section 408(d)(8)(B)(i) shall be treated as a Designated Beneficiary.

CATCH-UP CONTRIBUTIONS

The Plan's definition of Catch-up Contributions is modified by replacing the last sentence with the following:

The Catch-up Contributions limit is increased for taxable years beginning on or after January 1, 2025, to the greater of \$10,000 or 150% of the Catch-up Contributions limit in effect for 2024. Such increased limit is applicable only to Participants who attain ages 60, 61, 62, or 63 during the tax year. For taxable years beginning on or after January 1, 2026, the Catch-up Contributions limit for such Participants attaining ages 60, 61, 62 or 63 during the taxable year will be adjusted by the Secretary of Treasury for cost-of-living increases.

Additionally, effective for taxable years beginning after December 31, 2023, or as otherwise provided in accordance with any subsequent guidance issued by the IRS, a Participant whose wages (as defined in Code section 3121(a)) from the Employer for the preceding calendar year exceed \$145,000 may not make Catch-up Contributions to the Plan unless such contributions are made as Roth Elective Deferrals. The \$145,000 wage amount is adjusted by the Secretary of the Treasury, in multiples of \$5,000, for cost-of-living increases under Code section 414(v)(7)(E). If the Plan permits a Participant to contribute Roth Elective Deferrals, any Catch-up Contributions made by such highly paid individual will be deemed to be contributed as Roth Elective Deferrals even if such amounts were not designated as Roth Elective Deferrals. If the Plan does not permit a Participant to contribute Roth Elective Deferrals, such highly paid individuals will not be permitted to make Catch-up Contributions.

The Plan Administrator shall have the authority to establish uniform and nondiscriminatory procedures for determining whether the wages earned by the Employee shall be aggregated with other employers for the purposes of determining whether the Participant's FICA wages exceed the 414(v)(7) threshold and to make appropriate corrections under Treasury Regulations to the extent that a highly paid individual makes any Elective Deferrals that exceed a statutory or plan provided limit.

DESIGNATED ROTH EMPLOYER CONTRIBUTION

Designated Roth Employer Contribution is added to the Plan as a new defined term with the following definition:

Means Employer Profit Sharing Contributions that are made to the Plan pursuant to the Adoption Agreement Section Three and for which the Participant has made an irrevocable election to have included in the Participant's gross income for the taxable year in which such contribution is allocated to the Participant's Individual Account. A Participant must be fully vested in the Employer Profit Sharing Contributions to be eligible to make such election, and the election must be made no later than the time that such contribution is allocated to the Participant's Individual Account. The Plan Administrator must provide the Participant an effective opportunity to make or change such an election regarding Designated Roth Employer Contributions at least once each Plan Year.

DOMESTIC RELATIONS ORDER

The Plan's definition of Domestic Relations Order is modified by replacing (b) with the following:

- b. is made pursuant to state or, effective January 1, 2023, tribal domestic relations law (including applicable community property laws).
The term "tribal" with respect to a domestic relations law means such a law which is issued by or under the laws of an Indian tribal government, a subdivision of such an Indian tribal government, or an agency or instrumentality of either.

EFFECTIVE DATE

The Plan's definition of Effective Date is modified by adding the following after the paragraph as added by SECURE-CARES:

If the Plan is adopted after the close of the initial Plan Year of the Plan and the Adopting Employer is an unincorporated trade or business that is owned entirely by a Self-Employed Individual who is the only Employee of the Adopting Employer, any Elective Deferrals made to the Plan prior to the Adopting Employer's deadline for filing a tax return (not including any applicable filing extensions) for the taxable year that contains such initial Plan Year end, shall be treated as contributed prior to the end of such initial Plan Year.

ELECTIVE DEFERRALS

The Plan's definition of Elective Deferrals is modified by adding the following after the last paragraph:

The Employer, or any other person allowed under rules promulgated by the IRS, may offer a de minimis financial incentive with regard to an Employee establishing a deferral election under the Plan, and then, if desired, maintaining such election, as long as such incentives are not paid for with Plan assets.

ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA)

Eligible Automatic Contribution Arrangement is added to the Plan as a new defined term with the following definition:

Means an Eligible Automatic Contribution Arrangement, as described in Code section 414(w) and Plan Section 3.01(G), where Employees are automatically enrolled as Contributing Participants in the Plan.

ELIGIBLE ROLLOVER DISTRIBUTION

The Plan's definition of Eligible Rollover Distribution is modified by adding the following as (f):

- f. contributions made to the Plan as Elective Deferrals under an EACA that are subsequently distributed from the Plan as permissible withdrawals.

The Plan's definition of Eligible Rollover Distribution is modified by adding the following as a new paragraph to the end:

For distributions occurring on or after December 29, 2022, an inadvertent overpayment of all or a portion of a Participant's Individual Account from the Plan that is transferred to an Eligible Retirement Plan by or on behalf of a Participant or Beneficiary may be treated as an Eligible Rollover Distribution in accordance with Code sections 414(aa) and 402(c)(12) and related guidance. For purposes of this definition, the portion of such overpayment with respect to which recoupment is not sought on behalf of the Plan will be treated as having been paid in an Eligible Rollover Distribution if the payment would have been an Eligible Rollover Distribution but for being an overpayment.

INDIRECT IN-PLAN ROTH ROLLOVER

The Plan's definition of Indirect In-Plan Roth Rollover is modified by replacing the defined term with the following:

Means an Indirect Rollover of an Eligible Rollover Distribution from a Recipient's Individual Account (other than from Roth Elective Deferrals, Designated Roth Employer Contributions, or Roth rollover contributions), to a Roth rollover account established for the Recipient.

NONDEDUCTIBLE EMPLOYEE CONTRIBUTIONS

The Plan's definition of Nondeductible Employee Contributions is modified by replacing the defined term with the following:

Means any contribution, other than Roth Elective Deferrals, In-Plan Roth Rollovers, or Designated Roth Employer Contributions, made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is maintained under a separate subaccount to which earnings and losses are allocated.

PARTICIPANT'S BENEFIT

The Plan's definition of Participant's Benefit is modified by adding the following to the end:

Effective December 29, 2022, the Plan Administrator shall have the authority to establish uniform and nondiscriminatory procedures determining whether the Participant's Benefit shall include the value of any annuity contracts from which payments are made in accordance with Treasury Regulation section 1.401(a)(9)-6 (or any successor regulation).

Effective for tax years beginning after December 31, 2023, the Participant's Benefit shall not include the value of any Roth Elective Deferrals, In-Plan Roth Rollovers, Designated Roth Employer Contributions, or rollover contributions of designated Roth contributions, including any attributable earnings.

REQUIRED BEGINNING DATE

The Plan's definition of Required Beginning Date is modified by adding the following as a new paragraph to the end of the first paragraph as updated by SECURE-CARES:

Notwithstanding the preceding, for distributions required to be made after December 31, 2022, with respect to individuals who attain age 72 after such date, any reference in the Basic Plan Document to "72" as it relates to the Required Beginning Date shall be effectively changed to "73".

SECTION TWO: ELIGIBILITY REQUIREMENTS

The Basic Plan Document section entitled Eligibility to Participate is modified by replacing the second paragraph of Plan Section 2.01 as added by SECURE-CARES:

Except as otherwise indicated in rules promulgated by the IRS, for Plan Years beginning after December 31, 2024, pursuant to Code section 401(k)(2)(D), eligibility service requirements must be coordinated such that the Plan does not require, as a condition of participation for purposes of making Elective Deferrals, that an Employee complete eligibility service requirements with the Employer maintaining the Plan extending beyond the close of the earlier of 1) the period permitted under Code section 410(a)(1)(A)(ii), or 2) the first period of two consecutive 12-month periods during each of which the Employee, other than a union employee or non-resident alien described in items (A) and (B) below or an Employee who belongs to a class of Employees excluded from participation as indicated in the Adoption Agreement and as permitted by the Treasury Regulations and related guidance, completes at least 500 Hours of Service. For purposes of determining an Employee's eligibility under item 2) for Plan Years beginning after December 31, 2024, 12-month periods beginning before January 1, 2023 will not be taken into account and such requirement will not apply unless the Employee has attained the age of 21 by the close of the last 12-month period.

For Plan Years beginning on January 1, 2021 through December 31, 2024, the eligibility service requirement in item 2) above shall be three consecutive 12-month periods. In addition, 12-month periods before January 1, 2021, will not be taken into account for purposes of determining eligibility the three consecutive 12-month period eligibility requirement.

SECTION THREE: CONTRIBUTIONS

The Basic Plan Document section entitled Elective Deferrals is modified by adding to Plan Section 3.01 the following as Plan Section 3.01(G):

Mandatory EACA – For Plan Years beginning on or after January 1, 2025, if the Plan's 401(k) feature is or was initially adopted on or after December 29, 2022, then unless one or more of the exceptions listed in Section 3.01(G)(2) below apply to the Plan, the Plan must satisfy the mandatory automatic Elective Deferral enrollment requirements in accordance with Code section 414A and related guidance provided by the IRS or Secretary of the Treasury.

Each Employee who satisfies the eligibility requirements for Elective Deferrals will be given a reasonable opportunity to enroll as a Contributing Participant. Notwithstanding the preceding, and if the mandatory EACA provisions apply, the Employer will make EACA contributions as Pre-Tax Elective Deferrals on behalf of those Employees who are eligible to participate but who have not made an affirmative election to defer. The Employer will apply a uniform policy to determine whether a Participant has made a timely affirmative election. Unless otherwise indicated in rules promulgated by the IRS, Elective Deferrals made to the Plan pursuant to the EACA provisions will be subject to any other Plan rules otherwise applicable to Elective Deferrals.

The Employer will establish uniform and nondiscriminatory procedures designed to ensure that all Employees who are eligible to participate or Contributing Participants are provided with an effective opportunity to make and modify their salary deferral elections. The procedures on making affirmative salary reduction agreements, including the opportunities to make and modify such salary deferral elections, under the EACA are in Plan Section 3.01(D).

If the mandatory EACA provisions apply, the Employer will comply with the notice requirements and election period described in items c. and d. below. An Employer who makes EACA contributions as Elective Deferrals on behalf of those Employees who are eligible to participate, will be deemed to have affected those Employees for purposes of the EACA notice requirements. Participants with salary reduction agreements will be deemed to be affected for purposes of the EACA notice. As a result, Participants with salary reduction agreements must also be provided with a notice pursuant to the EACA notice requirements described in item c. below.

1. ***EACA Provisions*** - The Plan will include an EACA, as provided in this Plan Section 3.01(G) and defined in Code section 414(w)(3), which satisfies the following requirements.
 - a. The EACA permits Participants to make permissible withdrawals in accordance with Plan Section 5.01(A)(2) and as defined in Code section 414(w)(2).
 - b. Except as otherwise indicated in rules promulgated by the IRS, the Employer will make EACA contributions to the Plan as Elective Deferrals on behalf of each Employee, who has satisfied the eligibility requirement specified in the Adoption Agreement for Elective Deferrals unless an Eligible Employee has made a timely affirmative election to defer at a different rate, including zero percent. The rate of Elective Deferrals made under the Plan's EACA provisions must be applied uniformly, except as otherwise provided in Treasury Regulation section 1.414(w)-1(b)(2), and will continue until 1) the Employee provides the Employer a salary reduction agreement (either in writing or in any other form permitted under rules promulgated by the IRS and the DOL) to the contrary; 2) the Employer reduces, ceases, or suspends Elective Deferrals made on behalf of Employees so as not to exceed the limits of the Code and other rules promulgated by the IRS (e.g., Code sections 401(a)(17), 402(g), and 415 or to comply with Treasury Regulation section 1.401(k)-3(c)(v)(B)); or 3) Elective Deferrals are increased in accordance with Plan Section 3.01(G)(1)(b)(ii) below.

- i. The initial rate of Elective Deferrals made on behalf of an Eligible Employee under the Plan's EACA provisions during their first year of participation will be a uniform 3 percent of Compensation.
- ii. On the first day of each Plan Year beginning after each completed year of participation under such arrangement, the Elective Deferrals made under the mandatory EACA provision in this Amendment will be increased by one percent of Compensation until the percentage is ten percent. Such contributions will continue unless an Eligible Employee specifically elects not to have such contributions made or to have such contributions made at a different percentage.

The procedures on making affirmative salary reduction agreements, including the opportunities to make and modify such salary deferral elections, under the EACA are in Plan Section 3.01(D).

- c. EACA contributions made under the arrangement, and for which no investment is elected by the Eligible Employee, will be invested in accordance with the requirements of Department of Labor Regulation section 2550.404c-5 or any successor regulations.
2. *Exceptions* – The required EACA provisions of Plan Section 3.01(G)(1) above will not apply to the Plan because the Plan satisfies one or more of the following exceptions in accordance with Code section 414A and associated regulations and other guidance:
 - a. The Plan is a SIMPLE 401(k) Plan (within the meaning of Code section 401(k)(11));
 - b. The Plan is a governmental plan (within the meaning of Code section 414(d));
 - c. The Plan is a church plan (within the meaning of Code section 414(e));
 - d. The plan includes a qualified cash or deferred arrangement while the Employer (and any predecessor employer) maintaining such deferral arrangement has been in existence for less than three years;
 - e. The Plan includes a qualified cash or deferred arrangement during the period occurring before the date that is one year after the close of the first taxable year with respect to which the Employer maintaining the deferral arrangement normally employed more than 10 employees.
 3. *Notice Requirements* – A comprehensive notice of the Employee's rights and obligations under the Plan, written in a manner calculated to be understood by the average Employee which meets the content requirements of Code section 414(w)(4) and its associated regulations and other guidance, will be provided to affected Participants within a reasonable period of time before the start of the first Plan Year in which the EACA provisions become effective and before each subsequent Plan Year. The notice will accurately describe (1) the amount of the default Elective Deferrals that will be made on the Employee's behalf, (b) the Employee's right to elect to have a different Elective Deferral withheld including the right to not make Elective Deferrals at all, and (c) how Elective Deferral will be invested if the Employee does not provide investment instructions. A period of 30 to 90 days before the beginning of the Plan Year is deemed to be a reasonable period. Whether a different period is reasonable will be determined based on all of the relevant facts and circumstances. As the Plan has an eligibility period of less than 30 days (e.g., immediate eligibility), the Plan can provide the notice to Participants when they become eligible. If notice cannot be provided on or before the Employee's eligibility date, it will be deemed timely if it is provided as soon as practicable after that date and before the pay date for the payroll period in which the Employee becomes eligible. In such case, the Employee must be allowed to defer from Compensation earned beginning on the date the Employee enters the Plan.
 4. *Election Period* – In addition to any other election periods provided under the Plan, each Employee who is eligible to participate may make or modify a deferral election during a reasonable period of time immediately following receipt of the notice described above. Notwithstanding the preceding, the Employer may change the election periods described above pursuant to rules promulgated by the IRS or DOL.
 5. *Reset Rule* – An Employee who is rehired after a Termination of Employment and for whom no Compensation is automatically withheld and contributed to the Plan as an Elective Deferral during the Plan Year immediately preceding the Employee's date of rehire will be treated as a new Employee upon rehire for purposes of determining the appropriate Elective Deferral rate and the availability of permissible withdrawals. An Employee who is rehired after a Termination of Employment and for whom Compensation was last automatically withheld and contributed to the Plan as an Elective Deferral during the Plan Year immediately preceding the Employee's date of rehire will be treated as not having terminated for purposes of determining the appropriate Elective Deferral rate. In addition, any increase of the rate of EACA contributions that would have been automatically withheld had the Employee not had a Termination of Employment will be taken into account to determine the appropriate Elective Deferral rate.

The Basic Plan Document section entitled Employer Contributions is modified by adding the following as Plan Section 3.02(E)(6):

Effective for Plan Years beginning after December 31, 2023, the provision in (1) above is not required to apply to any Employee who fails to meet the minimum age or service requirements of Code section 410(a)(1) (without regard to the rules found in Code section 410(a)(1)(B)).

The Basic Plan Document section entitled Rollover Contributions is modified by replacing the second paragraph of Plan Section 3.03 that was previously added by SECURE-CARES with the following:

A Participant who receives a qualified birth or adoption distribution as described in Plan Section 5.01(D)(5), domestic abuse distribution as described in Plan Section 5.01(D)(8), an emergency personal expense distribution as described in Plan Section 5.01(D)(9), a federally declared disaster distribution as described in Plan Section 5.01(D)(3), or a terminal illness distribution as described in Plan Section 5.01(D)(7) from the Plan may, in accordance with the Plan's existing rollover contribution elections and pursuant to rules promulgated by the IRS, make one or more repayments to the Plan in an aggregate amount not to exceed the amount of such distribution. In addition, a Participant who receives a domestic abuse distribution, an emergency personal expense distribution, a federally declared disaster distribution, and/or a terminal illness distribution that is taken from a source other than the Plan may, pursuant to rules promulgated by the IRS, make one or more repayments to the Plan in an aggregate amount not to exceed the amount of such distribution. Any such repayments must be made to the Plan during the 3-year period beginning the day after the date on which such distribution was received. For purposes of any repayments to the Plan under this Plan Section 3.03, the Participant will be treated as having received any such distribution in an eligible rollover distribution (as defined in Code section 402(c)(4)) and as having transferred the amount to the Plan in a Direct Rollover within 60 days of the distribution. Notwithstanding the foregoing, repayments of a qualified birth or adoption distribution made before December 29, 2022, must be repaid to the Plan before January 1, 2026.

Additionally, a Participant may also make a repayment in accordance with this Plan Section 3.03 for a qualifying hardship withdrawal. For purposes of the preceding sentence, a qualifying hardship withdrawal shall mean a hardship withdrawal taken from the Plan for the purchase or construction of a principal residence in a qualified disaster area, but which was not so used on account of the qualified disaster with respect to such area. Such distribution must have been received no more than 180 days prior to the first day of the incident period for a qualifying disaster described in Plan Section 5.01(D)(3) and not later than 30 days after the last day of such incident period.

Notwithstanding anything in this Plan to the contrary, the Plan will also accept rollover contributions of designated Roth employer contributions in accordance with the Plan's existing rollover provisions.

Effective December 29, 2022, Direct Rollover or Indirect Rollover contributions to the Plan that include inadvertent benefit overpayments from a plan to a Participant to which Code section 414(aa) and related guidance applies shall be treated as rollover contributions or eligible rollover distributions, as applicable, under Code section 402(c)(12).

The Basic Plan Document section entitled Contributions is modified by replacing Plan Section 3.10, as added by SECURE-CARES, with the following:

The Employer will exclude all Long-Term, Part-Time Employees from the application of the vesting and benefit requirements under Code sections 416(b) and (c).

SECTION FIVE: DISTRIBUTIONS AND LOANS TO PARTICIPANTS

The Basic Plan Document section entitled Distributions is modified by adding the following as the next alphabetically ordered item in Plan Section 5.01(A)(2), as updated by SECURE-CARES:

an emergency personal expense distribution in accordance with Plan Section 5.01(D)(9);

The Basic Plan Document section entitled Distributions is modified by adding the following as the next alphabetically ordered item in Plan Section 5.01(A)(2), as updated by SECURE-CARES:

a domestic abuse distribution in accordance with Plan Section 5.01(D)(8); or

The Basic Plan Document section entitled Distributions is modified by adding the following as a new paragraph to the end of Section 5.01(A)(2):

Contributions made to the Plan under the EACA provisions of the Plan may be distributed as permissible withdrawals in accordance with the following:

1. ***Permissible Withdrawals*** – Elective Deferrals made to the Plan under the EACA provisions may be withdrawn from the Plan penalty free if the following conditions are satisfied. First, the permissible withdrawal is made pursuant to an election to withdraw by the Participant. Second, the election to withdraw made by the Participant is made no later than the date that is 90 days after the date of the first Elective Deferral of such Participant made under the EACA provisions (i.e., after the pay date the Compensation would otherwise have been included in gross income). For purposes of determining the date of the first default elective contribution, all EACAs under the Plan covering Employees who cannot be disaggregated under Code section 410(b) must be aggregated. Third, the permissible withdrawal consists of Elective Deferrals (adjusted for gain or loss) made to the Plan under the EACA provisions through the effective date of the election. The effective date of the election to withdraw will be no later than the earlier of 1) the pay date for the second payroll period beginning after the election is made, or 2) the first pay date that occurs at least 30 days after the election was made.

An affirmative election made by a Participant will not restrict their right to take a permissible withdrawal provided the conditions above are satisfied.

Distributions made pursuant to the permissible withdrawal provisions found in this Plan Section 5.01(A)(2) are not subject to the spousal and Participant consent requirements (if applicable) contained in Code section 401(a)(11) and 417.

The Basic Plan Document section entitled Distributions is modified by adding the following paragraph to the end of Plan Section 5.01(C)(2)(a), as updated by Hardship Distribution Basic Plan Document Amendment:

Effective for Plan Years beginning after December 29, 2022, except as may be provided for in regulations promulgated by the Secretary of the Treasury, the Administrator may rely upon a certification from the Employee that the hardship is on account of an immediate and heavy financial need, that the amount requested is not in excess of the amount required to satisfy such financial need, and that the Employee has insufficient cash or other liquid assets available to satisfy such financial need.

The Basic Plan Document section entitled Distributions is modified by adding the following paragraph to the end of Plan Section 5.01(D)(3):

For disasters occurring on or after January 26, 2021, if elected in a separate model amendment published by the IRS or other required good faith amendment or set forth in a uniform and nondiscriminatory policy established by the Plan Administrator for a particular disaster, Participants may take a distribution due to being affected by a federally declared disaster if the Participants have their principal place of abode located within the disaster area that is covered by a Federal Emergency Management Agency declaration and the Participants sustained economic loss by reason of such disaster. Such Participants may request a distribution of no more than \$22,000 with regard to such disaster from all plans maintained by the Employer, including all plans maintained by Related Employers.

The Basic Plan Document section entitled Distributions is modified by adding the following as Plan Section 5.01(D)(7):

Terminal Illness Distribution – Effective December 30, 2022, a Participant who has an otherwise permissible distributable event under the Plan and who has been certified by a physician as being a terminally ill individual, may treat a distribution from the Plan that is taken on or after the date of such physician certification as a terminal illness distribution pursuant to Code section 72(t)(2)(L)(ii). The Participant must provide the Plan Administrator with sufficient evidence of the terminally ill condition in accordance with guidance provided by the IRS or Secretary of the Treasury.

The Basic Plan Document section entitled Distributions is modified by adding the following as Plan Section 5.01(D)(8):

Domestic Abuse Distribution – Effective January 1, 2024, Participants may take a distribution within one year of any date on which the Participant is the victim of domestic abuse by a spouse or domestic partner. 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. The aggregate amount of such distributions from all plans maintained by the Employer, including all plans maintained by Related Employers, to such individual with respect to domestic abuse may not exceed the lesser of \$10,000 or 50 percent of the Participant’s Individual Account balance. The \$10,000 limit shall be adjusted by the Secretary of the Treasury, in multiples of \$100, in accordance with Code section 72(t)(2)(K)(vii) for taxable years after 2024. Unless otherwise permitted by law or regulatory guidance, domestic abuse distributions may not be permitted if the Plan is subject to the Joint and Survivor Annuity Requirements of Plan Section 5.10.

The Basic Plan Document section entitled Distributions is modified by adding the following as Plan Section 5.01(D)(9):

Emergency Personal Expense Distribution – Effective January 1, 2024, Participants may take one distribution per calendar year for up to the lesser of \$1,000 or the Participant’s Individual Account balance over \$1,000. Such distribution shall only be taken for the purpose of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses, including but not limited to expenses related to

- a. medical care (including the cost of medicine or treatment that would be deductible under Code section 213(d), determined without regard to the limitations in Code section 213(a)),
- b. accident or loss of property due to casualty,
- c. imminent foreclosure or eviction from a primary residence,
- d. the need to pay for burial or funeral expenses,
- e. auto repairs, or
- f. any other necessary emergency personal expenses.

Except as may be provided for in regulations promulgated by the Secretary of the Treasury, the Administrator may rely upon the Participant’s certification that the conditions for the emergency personal expense distribution have been met. If a Participant receives an emergency personal expense distribution from the Plan, the Participant may not receive a subsequent emergency personal expense distribution from the Plan during the next three calendar years unless such previous distribution is repaid to the Plan pursuant to Plan Section 3.03 or the Participant makes a total amount of Elective Deferrals and/or Nondeductible Employee Contributions to the Plan that equals or exceeds the amount of the previous distribution.

The Basic Plan Document section entitled Distributions is modified by adding the following as Plan Section 5.01(D)(10):

Qualified Long-Term Care Distribution – Effective December 30, 2025, the Participant may receive distributions for the purchase of or payment of premiums for certified long-term care insurance (as defined in Code section 401(a)(39)(C) which do not, during the taxable year, exceed, in the aggregate, the least of the following:

- a. The amount paid by or assessed to the Employee during the taxable year for or with respect to certified long-term care insurance for the Employee or the Employee’s spouse (or other family member of the Employee as provided by the Secretary by regulation);
- b. An amount equal to ten percent of the Present Value of the nonforfeitable accrued benefit of the Employee under the Plan;
- c. \$2,500 (as adjusted by the Commissioner).

The Basic Plan Document section entitled Form of Distribution to Beneficiaries is modified by adding the following to the end of the final paragraph of Plan Section 5.04:

Effective for distributions made after December 31, 2023, "\$5,000" in the above subsections shall be replaced with "\$7,000" each time it occurs.

The Basic Plan Document section entitled Required Minimum Distribution Requirements is modified by adding the following to the end of Plan Section 5.05(A)(2):

Effective December 29, 2022, the amount required to be distributed pursuant to this Plan Section may be reduced by the amount distributed by any annuity contracts from which payments are made in accordance with Treasury Regulation section 1.401(a)(9)-6.

The Basic Plan Document section entitled Required Minimum Distributions During Participant's Lifetime is modified by adding the following to the end of Plan Section 5.05(C)(1):

Effective for taxable years beginning after December 31, 2023, the provisions of this section shall not apply to any designated Roth account, except as may be provided for in regulations promulgated by the Secretary of the Treasury. This provision shall not apply to distributions which are required with respect to years beginning before January 1, 2024, but are permitted to be paid on or after such date.

The Basic Plan Document section entitled Required Minimum Distribution Requirements is modified by adding the following to the end of Plan Section 5.05(D)(1)(a)(ii):

Effective for tax years beginning after December 31, 2023, if the Participant's Spouse is the sole surviving Beneficiary of the Participant, the surviving Spouse may elect to apply Plan Section 5.05(C) as if the surviving Spouse were the Participant. However, the period for such distributions will begin in the year following the year of death of the Participant.

The Basic Plan Document section entitled Required Minimum Distribution Requirements is modified by adding the following to the end of Plan Section 5.05(D)(2)(a)(i):

Effective for tax years beginning after December 31, 2023, if the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the surviving Spouse may elect to apply Plan Section 5.05(C) of the Plan as if the surviving Spouse were the Participant.

The Basic Plan Document section entitled Required Minimum Distribution Requirements is modified by adding the following to the end of the third paragraph of Plan Section 5.05(D)(2)(c), as previously updated by SECURE-CARES:

Notwithstanding the preceding, effective for distributions required to be made after December 31, 2022, reference to the calendar year in which the Participant would have attained age 72 shall be effectively changed to the calendar year in which the Participant would have attained age 73.

The Basic Plan Document section entitled Loans to Participants is modified by adding the following to the end of Plan Section 5.16(E):

Effective for loans secured after December 31, 2023, spousal consent is not required if the Plan or the Participant is not subject to Code section 401(a)(11) at the time the Individual Account is used as security, or if the total Individual Account subject to the security is less than or equal to \$7,000.

The Basic Plan Document section entitled Loans to Participants is modified by adding the following after paragraph three of Plan Section 5.16:

Unless otherwise elected in the Adoption Agreement Amendment, effective January 26, 2021, a Participant who is otherwise permitted to receive a loan from the Fund and that qualifies for such disaster distribution as described in Plan Section 5.01(D)(3) shall be permitted to take a loan from the Plan with a maximum loan amount calculated by using "\$100,000" instead of "\$50,000" and "100 percent" instead of "50 percent" in the above paragraph. In addition, any Participant who would qualify for a distribution under Plan Section 5.01(D)(3) who has an outstanding loan on or after the first day of the incident period for such disaster may have the following relief regarding repayments 1) the due date for any repayment with respect to such loan that is due during the period beginning on the first day of that 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, 2) any subsequent repayments with respect to the loan shall be appropriately adjusted to reflect the delay in the due date and any interest accruing during such delay, and 3) in determining compliance with the repayment terms of the loan, the one-year period described above shall be disregarded.

SECTION SEVEN: MISCELLANEOUS

The Basic Plan Document section entitled Plan Amendments is modified by adding the following to the end of Plan Section 7.06(B):
Notwithstanding anything in this Plan to the contrary, for Plan Years beginning on or after January 1, 2024, a Plan amendment that increases benefits may be effective as of any date during the Plan Year immediately preceding the Plan Year in which the amendment is executed. However, any such amendment must be executed no later than the due date for the filing of the Adopting Employer's income tax return, including any extensions thereof, for the taxable year in which the amendment is effective.

The Basic Plan Document section entitled Correction is modified by replacing the last two sentences of the first paragraph of Plan Section 7.11 with the following:

EPCRS is currently described in Revenue Procedure 2021-30. To the extent that a correction method requires or permits repayment to the Plan of any overpayment of all or a portion of a Participant's Individual Account, the Employer or Plan Administrator may take action to recover such amounts from the respective Participants or Beneficiaries. Notwithstanding the preceding, effective December 29, 2022, inadvertent benefit overpayments may only be recouped in accordance with EPCRS, Code section 414(aa), ERISA section 206(h), if applicable, and related guidance.

The Basic Plan Document section entitled Investment Authority is modified by adding the following as Plan Section 7.22(G)(2):
Effective for any QLAC purchased or received in an exchange on or after December 29, 2022, excess premiums as described in Plan Section 7.22(G)(1)(a) shall be calculated as follows:

- (a) The amount of the premiums paid for the QLAC under the Plan will not exceed the lesser of:
 - (i) an amount equal to the excess of \$200,000 (as adjusted by the Commissioner) over the sum of
 - (A) the premiums paid before that date with respect to the contract, and
 - (B) premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is purchased for the Participant under the Plan, or any other plan, annuity, or account described in Code section 401(a), 403(a), 403(b), or 408 or eligible governmental plan under Code section 457(b); or
 - (ii) an amount equal to the excess of the sum of premiums paid before that date with respect to the contract and premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is held or was purchased for the Participant under the Plan.

SIGNATURE

The Pre-approved Document Provider hereby adopts this Amendment on behalf of the Adopting Employers.

Name of Pre-approved Document Provider: American Century Investment Management, Inc.

Signature Greg M. Barner Date Signed 08/07/2026

Summary of Material Modifications to the Basic Plan Document

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.

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 401(k) Plan limits.

What if I don't make an election to contribute 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.

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 or from another retirement arrangement, 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.

Repayment of Emergency Personal Expense Distributions

If you take an Emergency Personal Expense Distribution from this Plan or from another retirement arrangement, 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.

Repayment of Federally Declared Disaster Distributions

If you take a Federally Declared Disaster Distribution from this Plan or from another retirement arrangement, 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.

Repayment of Terminal Illness Distributions

If you take a Terminal Illness Distribution from this Plan or from another retirement arrangement, 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.

DISTRIBUTIONS AND LOANS

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

Domestic Abuse Distribution

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.

Emergency Personal Expense Distribution

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.

Terminal Illness Distribution

If 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.

Qualified Long-Term Care Distribution

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).

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, if applicable. 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 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

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.