

**Setting Every Community Up for Retirement  
Enhancement (SECURE) Act of 2019  
Bipartisan American Miners (BAM) Act of 2019  
Coronavirus Aid, Relief, and Economic Security  
(CARES) Act of 2020  
Basic Plan Document Amendment Kit**

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**For use with Ascensus' Defined Contribution  
Nonstandardized 401(k) Profit Sharing Plans**

**GENERAL INSTRUCTIONS**

- Review the Basic Plan Document Amendment and file it with your other qualified retirement plan documents.

**PRE-APPROVED DOCUMENT PROVIDER**  
**RESOLUTION TO ADOPT THE**  
**SETTING EVERY COMMUNITY UP FOR RETIREMENT ENHANCEMENT (SECURE) ACT OF 2019**  
**BIPARTISAN AMERICAN MINERS (BAM) ACT OF 2019**  
**CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT OF 2020**  
**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) Act of 2019 Bipartisan American Miners (BAM) Act of 2019 Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 Basic Plan Document Amendment."

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

*Otis H. Cowan*  
Otis H. Cowan (Aug 31, 2022 14:27 CDT)

Signature

Vice President

Title

Aug 31, 2022

Date

# SECURE Act of 2019, BAM Act of 2019, and CARES Act of 2020 Basic Plan Document Amendment

This amendment of the Plan (hereinafter referred to as the "Amendment") is comprised of this Setting Every Community Up for Retirement Enhancement (SECURE) Act of 2019, Bipartisan American Miners (BAM) Act of 2019, and Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 (hereinafter referred to as "Acts") Basic Plan Document Amendment (the "Basic Plan Document Amendment") and, if applicable, the corresponding Adoption Agreement Amendment. The Amendment is adopted to reflect certain provisions of the Acts and related guidance. This Amendment is intended to provide good faith compliance with the Acts 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, 2020. This Amendment supersedes the existing provisions of the Plan to the extent those provisions are inconsistent with the provisions of the Amendment. The Amendment will not cause the Plan to become an individually designed plan.

## DEFINITIONS

### 2020 RMD

**2020 RMD is added to the Plan as a new defined term with the following definition:**

Means a required minimum distribution 1) that would have been distributed to a Participant or Beneficiary for 2020, or 2) that would have been distributed to a Participant or Beneficiary in 2020 for 2019 but for the enactment of Code section 401(a)(9)(I).

### APPLICABLE MULTI-BENEFICIARY TRUST

**Applicable Multi-Beneficiary Trust is added to the Plan as a new defined term with the following definition:**

Means a trust 1) that has more than one Beneficiary, 2) in which all of the Beneficiaries are treated as Designated Beneficiaries for purposes of determining the distribution period pursuant to Code section 401(a)(9), and 3) in which at least one of the Beneficiaries is an Eligible Designated Beneficiary described in Code section 401(a)(9)(E)(ii)(III) or (IV).

### BREAK IN VESTING SERVICE

**The Plan's definition of Break in Vesting Service is modified by replacing the defined term with the following:**

Means a Plan Year (or other vesting computation period described in the definition of Year of Vesting Service) during which an Employee fails to complete more than 500 Hours of Service (or such lesser number of Hours of Service specified in the Adoption Agreement for this purpose) or such period specified in the Elapsed Time definition, if applicable. Except as otherwise indicated in rules promulgated by the IRS, in the case of an Employee who is a Long-Term, Part-Time Employee, for Plan Years beginning on or after January 1, 2021, "at least 500 Hours of Service" shall be substituted for "more than 500 Hours of Service."

### COMPENSATION

**The Plan's definition of Compensation, Part B, is modified by adding the following at the end of paragraph three:**

In addition, for Plan Years beginning on or after January 1, 2016, Compensation for a Participant shall, as required under Code section 415(c)(8) and related guidance, be increased by the amount of Difficulty of Care Payments that are excluded from gross income by such Participant under Code section 131 for a taxable year.

### CORONAVIRUS-RELATED DISTRIBUTION (CRD)

**Coronavirus-Related Distribution (CRD) is added to the Plan as a new defined term with the following definition:**

Means a distribution, other than certain distributions that are not eligible rollover distributions under Treasury Regulation section 1.402(c)-2 (e.g., corrective distributions of excess deferrals and contributions, loans that are treated as deemed loans, dividends paid on employer securities, and contributions made to the Plan as Elective Deferrals under an EACA or QACA that are subsequently distributed from the Plan as permissible withdrawals), that is made on or after January 1, 2020, and before December 31, 2020, to a Participant or Beneficiary due to becoming a Qualified Individual.

### DIFFICULTY OF CARE PAYMENTS

**Difficulty of Care Payments is added to the Plan as a new defined term with the following definition:**

Means the amount of qualified foster care payments that an Employee receives from the Adopting Employer that are excluded from gross income by a Participant under Code section 131 for a taxable year. Participant contributions allocable to Difficulty of Care Payments shall be treated as Nondeductible Employee Contributions for purposes of the Code and this Plan, except as otherwise provided herein or by law or regulation.

## **EFFECTIVE DATE**

***The Plan's definition of Effective Date is modified by adding the following as a new paragraph to the end:***

For purposes of an initial adoption of the Plan by the Adopting Employer that occurs for taxable years beginning on or after January 1, 2020, if the Plan is adopted after the close of the initial Plan Year of the Plan, but prior to the Adopting Employer's deadline for filing a tax return (including any applicable filing extensions) for the taxable year that contains such initial Plan Year end, the Plan will be treated as if the Plan was adopted as of the last day of the initial Plan Year.

## **ELIGIBLE ADOPTEE**

***Eligible Adoptee is added to the Plan as a new defined term with the following definition:***

Means any individual (other than a child of the Participant's Spouse) who has not attained age 18 or is physically or mentally incapable of self-support.

## **ELIGIBLE DESIGNATED BENEFICIARY**

***Eligible Designated Beneficiary is added to the Plan as a new defined term with the following definition:***

Means, with respect to any Participant, any Designated Beneficiary who is 1) the surviving Spouse of the Participant, 2) a child of the Participant who has not reached the age of majority, 3) disabled (within the meaning of Code section 72(m)(7) and related guidance), 4) a chronically ill individual (within the meaning of Code section 7702B(c)(2), except that the requirements of subparagraph (A)(i) thereof shall only be treated as met if there is a certification that, as of such date, the period of inability with respect to the individual is an indefinite one which is reasonably expected to be lengthy in nature), 5) an individual who is not described in the preceding who is not more than 10 years younger than the Participant, or 6) any other individual as determined by the Secretary of the Treasury.

The determination of whether a Designated Beneficiary is an Eligible Designated Beneficiary shall be made as of the date of death of the Participant in accordance with Code section 401(a)(9) and related guidance.

## **ELIGIBLE ROLLOVER DISTRIBUTION**

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

Notwithstanding the foregoing, solely for purposes of applying the Direct Rollover distribution provisions of the Plan, 2020 RMDs and Extended 2020 RMDs distributed for 2019 or 2020, as applicable, will be treated as Eligible Rollover Distributions, unless otherwise elected in the Adoption Agreement Amendment.

## **EXTENDED 2020 RMD**

***Extended 2020 RMD is added to the Plan as a new defined term with the following definition:***

Means one or more payments in a series of substantially equal distributions (that include the 2020 RMD) made at least annually and expected to last for the life (or Life Expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or a period of at least 10 years.

## **LIFETIME INCOME FEATURE**

***Lifetime Income Feature is added to the Plan as a new defined term with the following definition:***

Means 1) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the Participant or the joint lives of the Participant and the Participant's Designated Beneficiary, or 2) an annuity payable on behalf of the Participant under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the Participant or the joint lives of the Participant and the Participant's Designated Beneficiary.

## **LIFETIME INCOME INVESTMENT**

***Lifetime Income Investment is added to the Plan as a new defined term with the following definition:***

Means an investment option which is designed to provide a Participant with election rights 1) which are not uniformly available with respect to other investment options under the Plan, and 2) which are to a Lifetime Income Feature available through a contract or other arrangement offered under the Plan (or under another eligible retirement plan, if paid by means of a Direct Rollover described in Code section 401(a)(31)(A) to such other eligible retirement plan).

## **LONG-TERM, PART-TIME EMPLOYEE**

***Long-Term, Part-Time Employee is added to the Plan as a new defined term with the following definition:***

Means an Employee who is eligible to become a Participant in the Plan for purposes of making Elective Deferrals solely by reason of satisfying the eligibility requirements indicated in item 2) of the second paragraph of Plan Section 2.01. Notwithstanding the preceding, a Long-Term, Part-Time Employee will not include an Employee described in Code section 410(b)(3).

## **MAXIMUM PERMISSIBLE AMOUNT**

***The Plan's definition of Maximum Permissible Amount is modified by adding the following to the end:***

For Limitation Years beginning on or after January 1, 2016, the compensation limitation referred to in (b) will be increased by the amount of Difficulty of Care Payments for a taxable year that are excluded from gross income by such Participant under Code section 131.

## **QUALIFIED BIRTH OR ADOPTION DISTRIBUTION**

### **Qualified Birth or Adoption Distribution is added to the Plan as a new defined term with the following definition:**

Means any distribution from the Plan to an Employee if made during the one-year period beginning on the date on which a child of the Employee is born or on which the legal adoption by the Employee of an Eligible Adoptee is finalized. Notwithstanding the preceding, for purposes of a repayment of a Qualified Birth or Adoption Distribution to the Plan in accordance with Plan Section 3.07, a Qualified Birth or Adoption Distribution may be taken from a source other than the Plan.

## **QUALIFIED INDIVIDUAL**

### **Qualified Individual is added to the Plan as a new defined term with the following definition:**

Means, an individual 1) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (referred to collectively as "COVID-19") by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); 2) whose spouse or dependent (as defined in Code section 152) is diagnosed with COVID-19 by such a test; or 3) who experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19, being unable to work due to lack of child care due to COVID-19, closing or reducing hours of a business owned or operated by the individual due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, or having a job offer rescinded or start date for a job delayed due to COVID-19, the individual's spouse or a member of the individual's household being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19, being unable to work due to lack of child care due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, or having a job offer rescinded or start date for a job delayed due to COVID-19, or closing or reducing hours of a business owned or operated by the individual's spouse or a member of the individual's household due to COVID-19, or other factors as determined by the Secretary of the Treasury.

For this purpose, a "member of the individual's household" is someone who shares the individual's principal residence.

## **QUALIFIED PLAN DISTRIBUTION ANNUITY CONTRACT**

### **Qualified Plan Distribution Annuity Contract is added to the Plan as a new defined term with the following definition:**

Means an annuity contract purchased for a Participant and distributed to the Participant by the Plan.

## **REQUIRED BEGINNING DATE**

### **The Plan's definition of Required Beginning Date is modified by replacing the defined term with the following:**

Means, unless otherwise elected in the Adoption Agreement, April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, whichever is later, except that benefit distributions to a five-percent owner must commence by the April 1 of the calendar year following the calendar year in which the Participant attains age 70½. Notwithstanding the preceding, if required under transition rules provided under Treasury Regulation section 1.401(a)(9), the Required Beginning Date means April 1 of the calendar year following the calendar year in which the Participant attains age 70½. However, if an amendment was previously made to the Plan pursuant to Treasury Regulation section 1.411(d)-4, Q&A-10(b), any Participant (other than a five-percent owner) attaining age 70½ after 1995 may elect by the April 1 of the calendar year following the year in which the Participant attained age 70½ (or by December 31, 1997, in the case of a Participant attaining age 70½ in 1996) to defer distributions until the calendar year following the calendar year in which the Participant retires. An election to defer distributions will be deemed made by a Participant who does not request a minimum distribution by April 1 of the year following the year in which the Participant attains age 70½. Notwithstanding the preceding, for distributions required to be made on or after January 1, 2020, with respect to individuals who attain age 70½ on or after such date, any reference in the Basic Plan Document or the Adoption Agreement to "70½" as it relates to the Required Beginning Date shall be effectively changed to "72."

A Participant is treated as a five-percent owner for purposes of this section if such Participant is a five-percent owner as defined in Code section 416 at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70½. Once distributions have begun to a five-percent owner under this section, they must continue to be distributed, even if the Participant ceases to be a five-percent owner in a subsequent year.

Notwithstanding the preceding, if the Employer elected in the Adoption Agreement to offer Deemed IRAs, the definition of required beginning date and the distribution provisions of Plan Section 3.15 will apply to such Deemed IRAs.

If a 2020 RMD or Extended 2020 RMD is not removed from the Plan for any Participant according to Code section 401(a)(9)(l) and the Plan is subject to the Qualified Joint and Survivor Annuity provisions of the Basic Plan Document, the requirements of IRS Notice 97-75, Q&A-8, must be satisfied as required by the IRS.

Unless otherwise elected in the Adoption Agreement Amendment, no new Annuity Starting Date will apply upon recommencement of required minimum distributions for 2021.

## YEAR OF VESTING SERVICE

**The Plan's definition of Year of Vesting Service is modified by replacing the first paragraph with the following:**

Means a Plan Year during which an Employee completes at least 1,000 Hours of Service (or such lesser number of Hours of Service specified in the Adoption Agreement for this purpose), or such period specified in the Period of Service definition, if applicable. Except as otherwise indicated in rules promulgated by the IRS, in the case of an Employee who is a Long-Term, Part-Time Employee, for Plan Years beginning on or after January 1, 2021, "500 Hours of Service" shall be substituted for "1,000 Hours of Service." Notwithstanding the preceding, if the Adopting Employer so indicates in the Adoption Agreement, vesting will be computed by reference to the 12-consecutive month period beginning with the Employee's Employment Commencement Date and each successive 12-month period commencing on the anniversaries thereof, or some other 12-consecutive month period.

## SECTION TWO: ELIGIBILITY REQUIREMENTS

**The Basic Plan Document section entitled Eligibility to Participate is modified by adding the following after the first paragraph in Section 2.01:**

Except as otherwise indicated in rules promulgated by the IRS, for Plan Years beginning on or after January 1, 2021, 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 three 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), 12-month periods beginning before January 1, 2021, 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. If elected by the Adopting Employer in the Adoption Agreement Amendment and except as otherwise indicated in rules promulgated by the IRS, for Plan Years beginning on or after January 1, 2021, the eligibility requirements indicated in item 2) above will also apply for purposes of determining an Employee's eligibility to become a Participant in the Plan for purposes of receiving Employer Contributions (other than Elective Deferrals).

## SECTION THREE: CONTRIBUTIONS

**The Basic Plan Document section entitled Contributions is modified by replacing Section 3.01(F)(5) with the following:**

5. **QACA Notice Requirement** – If the Adopting Employer has elected the QACA Basic Matching Contribution or QACA Enhanced Matching Contribution option in the Adoption Agreement, a comprehensive notice of the Employee's rights and obligations under the Plan, written in a manner calculated to be understood by the average Eligible Employee which meets the content requirements of Code section 401(k)(13), 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 QACA provisions become effective and before each subsequent Plan Year. In addition to the requirements found in Treasury Regulation section 1.401(k)-3(d), the notice will accurately describe 1) the amount of the default Elective Deferrals that will be made on the Employee's behalf, 2) the Employee's right to elect to have a different Elective Deferral withheld including the right to not make Elective Deferrals at all, and 3) how Elective Deferrals 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. If a 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.

Notwithstanding the preceding, the Employer may change these notice requirements pursuant to rules promulgated by the IRS or DOL.

**The Basic Plan Document section entitled Contributions is modified by replacing Section 3.01(F)(6) with the following:**

6. **QACA Election Periods** – If the Adopting Employer has elected the QACA Basic Matching Contribution or QACA Enhanced Matching Contribution option in the Adoption Agreement, each Eligible Employee may make or modify a deferral election during a reasonable period of time immediately following receipt of the notice described above in addition to any other election periods provided under the Plan. Notwithstanding the preceding, the Employer may change the election periods described above pursuant to rules promulgated by the IRS or DOL.

**The Basic Plan Document section entitled Contributions is modified by replacing Section 3.03(C) with the following:**

- C. **Notice Requirement** – An Adopting Employer who has elected the Safe Harbor CODA provisions, other than the Safe Harbor Nonelective Contribution option in the Adoption Agreement, will provide each Eligible Employee a comprehensive notice of the Employee's rights and obligations under the Plan, written in a manner calculated to be understood by the average Eligible Employee. The notice shall be provided at least 30 days, but not more than 90 days, or any other reasonable period before the

beginning of the Plan Year (or such other times if permitted by the IRS). If an Employee becomes eligible after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice must be provided no more than 90 days before the Employee becomes eligible but not later than the date the Employee becomes eligible. Notwithstanding the preceding, the Employer may change this notice requirement pursuant to the rules promulgated by the IRS.

***The Basic Plan Document section entitled Contributions is modified by replacing Section 3.03(D) with the following:***

**D. Election Periods** – If the Adopting Employer has elected the Basic Matching Contributions, Enhanced Matching Contributions, or ACP Test Safe Harbor Matching Contributions option in the Adoption Agreement, each Eligible Employee may make or modify a deferral election during the 30-day period immediately following receipt of the notice described in Plan Section 3.03(C) above in addition to any other election periods provided under the Plan. Notwithstanding the preceding, the Employer may change the election periods described above pursuant to rules promulgated by the IRS.

***The Basic Plan Document section entitled Contributions is modified by adding the following as Section 3.03(E):***

**Retroactive Application of Safe Harbor Nonelective Contributions** – Notwithstanding anything in this Plan to the contrary, the Adopting Employer may amend the Plan after the beginning of the Plan Year to provide that the Safe Harbor Nonelective Contribution provisions of this Plan Section 3.03 will apply for such Plan Year. If the amendment is adopted at any time before the 30th day before the close of the Plan Year, the Employer will make Safe Harbor Nonelective Contributions to the Plan for such Plan Year in an amount equal to at least three percent of each Eligible Employee's Compensation, as specified in the Adoption Agreement Amendment. However, if the amendment is adopted at any time after the 30th day before the close of the Plan Year but before the last day for distributing excess contributions for the Plan Year (under Code section 401(k)(8)(A)) the Employer will make a Safe Harbor Nonelective Contributions to the Plan for such Plan Year in an amount equal to at least four-percent of each Eligible Employee's Compensation, as specified in the Adoption Agreement Amendment.

Notwithstanding the preceding, this Plan Section 3.03(E) shall not apply to any Plan Year if the Plan provided, at any time during the Plan Year, that the Basic Matching Contribution, Enhanced Matching Contribution, QACA Basic Matching Contribution, or QACA Enhanced Matching Contribution requirements applied to the Plan Year.

If the Adopting Employer has elected the Safe Harbor CODA option in the Adoption Agreement Amendment, the current-year testing provisions described in Plan Section 3.13(A)(4) will apply for the Plan Years specified in items 2(a) and/or 2(b), of the Adoption Agreement Amendment. The current-year testing method will continue to apply for each subsequent Plan Year unless the Adopting Employer meets the conditions for changing from the current-year testing method and elects the prior-year testing method in Section Three, Part H and/or I, of the Adoption Agreement.

For purposes of determining an Employee's eligibility for the Safe Harbor Nonelective Contributions elected in the Adoption Agreement Amendment, if the Hours of Service method of determining services applies and Options 2 and 3 are selected in Section Two, Parts D and E, respectively, of the Adoption Agreement, 1) 1,000 Hours of Service will be required to constitute a Year of Eligibility Service, 2) 500 Hours of Service must be exceeded to avoid a Break in Eligibility Service, and 3) an Employee's Eligibility Computation Periods after their initial Eligibility Computation Period will be each Plan Year commencing with the Plan Year beginning during their initial Eligibility Computation Period.

***The Basic Plan Document section entitled Rollover Contributions is modified by adding the following to the end:***

Unless otherwise elected in the Adoption Agreement Amendment, if the Plan allows rollover contributions, 2020 RMDs and Extended 2020 RMDs distributed for 2019 and 2020, respectively, will be considered Eligible Rollover Distributions and such amounts may be repaid to the Plan in accordance with this Plan Section 3.07 and the Plan's existing rollover contribution elections.

A Participant who receives a Qualified Birth or Adoption Distribution or Coronavirus-Related Distribution 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, if elected in the Adoption Agreement Amendment, a Participant who receives a Qualified Birth or Adoption Distribution or Coronavirus-Related Distribution that is taken from a source other than the Plan may, in accordance with the Adopting Employer's elections in the Adoption Agreement Amendment 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. For purposes of any repayments to the Plan under this Plan Section 3.07, the Participant will be treated as having received the Qualified Birth or Adoption Distribution or Coronavirus-Related Distribution in an eligible rollover distribution (as defined in Code section 402(c)(4)) and as having contributed the amount to the Eligible Retirement Plan within 60 days of the distribution.

***The Basic Plan Document section entitled Limitation on Allocations is modified by adding the following as Section 3.12(E):***

Except as otherwise provided herein or by law or regulation, Participant contributions allocable to Difficulty of Care Payments shall be treated as Nondeductible Employee Contributions for purposes of the Code and this Plan. Such contributions shall not, however, cause the Plan to be treated as failing to meet the requirements of any provision described in Code chapter 1, Normal Taxes and Surtaxes, by reason of any contribution that is based on Difficulty of Care Payments.

***The Basic Plan Document section entitled Deemed IRAs is modified by adding the following as Section 3.15(A)(8):***

With respect to IRA Owners who die on or after January 1, 2020, the entire remaining interest will generally be distributed by December 31 of the year containing the 10th anniversary of the IRA Owner's death unless the designated beneficiary is an eligible designated beneficiary (as defined in Code section 401(a)(9)(E) and regulations promulgated under Code Section 401(a)(9)) or there is no designated beneficiary for purposes of determining a distribution period. This requirement applies to beneficiaries regardless of whether the IRA Owner dies before, on, or after their required beginning date.

If the designated beneficiary is an eligible designated beneficiary, the entire remaining interest may be distributed (in accordance with Treasury Regulations) over the remaining Life Expectancy of the eligible designated beneficiary (or over a period not extending beyond the Life Expectancy of such beneficiary). Certain trust beneficiaries (e.g., an applicable multi-beneficiary trust which meets the requirements of Code sections 401(a)(9)(H)(iv) and (v)) may distribute the entire interest over the remaining Life Expectancy of the trust beneficiary.

Generally, Life Expectancy distributions to an eligible designated beneficiary must commence by December 31 of the year following the year of the IRA Owner's death. However, if the IRA Owner's surviving spouse is the eligible designated beneficiary, distributions need not commence until December 31 of the year the IRA Owner would have attained age 72, if later. If the IRA Owner's eligible designated beneficiary is the IRA Owner's minor child, Life Expectancy payments must begin by December 31 of the year following the year of the IRA Owner's death and continue until the child reaches the age of majority. Except as otherwise permitted by the IRS under regulation or other guidance, the beneficiary will have 10 years to deplete the account once the age of majority is reached.

If a beneficiary other than a person (including certain trusts) is named, the IRA Owner will be treated as having no designated beneficiary of the IRA for purposes of determining the distribution period. If the IRA Owner dies before their required beginning date and there is no designated beneficiary of the IRA, the entire IRA must be distributed by December 31 of the year containing the fifth anniversary of the IRA Owner's death. If the IRA Owner dies on or after their required beginning date and there is no designated beneficiary of the IRA, distributions will commence using the IRA Owner's single Life Expectancy, reduced by one in each subsequent year.

The provisions of this Plan Section 3.15(A)(8) will not apply to a qualified annuity (as defined in section 401 of the SECURE Act and related guidance) that is a binding annuity contract in effect as of December 20, 2019, and at all times thereafter.

***The Basic Plan Document section entitled IRA Rules Under Code Section 408 is modified by replacing the first sentence in Section 3.15(B)(1)(c)(ii)(b) with the following:***

If the Roth IRA Owner's sole designated beneficiary is their surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death (or by the end of the calendar year in which the Roth IRA Owner would have attained age 72 (age 70½ if the Roth IRA Owner would have attained age 70½ before 2020), if later), over such Spouse's life, or, if elected, in accordance with Plan Section 3.15(B)(1)(c)(ii)(c).

***The Basic Plan Document section entitled IRA Rules Under Code Section 408 is modified by replacing Section 3.15(B)(2)(b)(ii) with the following:***

- ii. The entire value of the account of the Traditional IRA Owner for whose benefit the account is maintained will begin to be distributed no later than the first day of April following the calendar year in which such Traditional IRA Owner attains age 72 (age 70½ if the Traditional IRA Owner attains age 70½ before 2020) (the required beginning date) over the life of such Traditional IRA Owner or the lives of such Traditional IRA Owner and their designated beneficiary.

***The Basic Plan Document section entitled IRA Rules Under Code Section 408 is modified by replacing the first sentence in Section 3.15(B)(2)(b)(iii) with the following:***

The amount to be distributed each year, beginning with the calendar year in which the Traditional IRA Owner attains age 72 (age 70½ if the Traditional IRA Owner attains age 70½ before 2020) and continuing through the year of death, will not be less than the quotient obtained by dividing the value of the Traditional IRA (as modified by Plan Section 3.15(B)(2)(c)(iii)) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Treasury Regulation section 1.401(a)(9)-9(c), using the Traditional IRA Owner's age as of their birthday in the year.

***The Basic Plan Document section entitled IRA Rules Under Code Section 408 is modified by replacing Section 3.15(B)(2)(b)(iv) with the following:***

- iv. The required minimum distribution for the year the Traditional IRA Owner attains age 72 (age 70½ if the Traditional IRA Owner attains age 70½ before 2020) can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

***The Basic Plan Document section entitled IRA Rules Under Code Section 408 is modified by replacing the first sentence in Section 3.15(B)(2)(c)(ii)(b) with the following:***

If the Traditional IRA Owner's sole designated beneficiary is the Traditional IRA Owner's surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Traditional IRA Owner's death (or by the end of the calendar year in which the Traditional IRA Owner would have attained age 72 (age 70½ if the Traditional IRA Owner would have attained age 70½ before 2020), if later), over such Spouse's life, or, if elected, in accordance with Plan Section 3.15(B)(2)(c)(ii)(c).



***The Basic Plan Document section entitled Deemed IRAs is modified by adding the following as Section 3.15(D):***

**Temporary Waiver of Required Minimum Distribution Requirements** – Notwithstanding anything in the Plan to the contrary, IRA Owners and their beneficiaries who would have been required to receive a 2020 RMD but for the enactment of Code section 401(a)(9)(I) will be given the choice to receive such distributions for 2019 or 2020, as applicable.

If an IRA Owner or beneficiary described above does not elect to receive such amount, the 2020 RMD may be either retained or distributed according to the terms of the IRA's governing document.

In addition, notwithstanding anything in the Plan to the contrary, if an IRA beneficiary's balance is required to be distributed under Code section 401(a)(9)(B)(ii), the five-year period described in such section shall be determined without regard to calendar year 2020.

***The Basic Plan Document section entitled Contributions is modified by adding the following as Section 3.17:***

**Special Rules for Long-Term, Part-Time Employees**

- A. Nondiscrimination Rules** – Notwithstanding Code section 401(a)(4) and unless otherwise elected in the Adoption Agreement Amendment, the Employer will not make Employer Contributions (other than Elective Deferrals) on behalf of Long-Term, Part-Time Employees, even if such contributions are made on behalf of other Eligible Employees. In addition, the Employer may exclude Long-Term, Part-Time Employees from application of Code sections 401(a)(4), 401(k)(3), 401(k)(12), 401(k)(13), 401(m)(2), and 410(b).
- B. Top-Heavy Rules** – The Employer may exclude all Long-Term, Part-Time Employees from the application of the vesting and benefit requirements under Code sections 416(b) and (c).

Notwithstanding the preceding, except as otherwise indicated in rules promulgated by the IRS, this Plan Section 3.17 shall cease to apply to any Employee as of the first Plan Year beginning after the Plan Year in which the Employee completes at least 1,000 Hours of Service.

***The Basic Plan Document section entitled Contributions is modified by adding the following as Section 3.18:***

**Difficulty of Care Contributions**

A Participant may make contributions to, or receive allocations under, the Plan that are based on the Participant receiving Difficulty of Care Payments, even if the Participant has no other Compensation. Such amounts will be treated as Nondeductible Employee Contributions to the Plan, except as otherwise provided herein or by law or regulation.

**SECTION FIVE: DISTRIBUTIONS AND LOANS TO PARTICIPANTS**

***The Basic Plan Document section entitled Special Requirements for Certain 401(k) Contributions is modified by adding the following as Section 5.01(A)(2)(f):***

amounts invested in a Lifetime Income Investment in accordance with Plan Section 5.01(D)(5);

***The Basic Plan Document section entitled Special Requirements for Certain 401(k) Contributions is modified by adding the following as Section 5.01(A)(2)(g):***

if elected in the Adoption Agreement Amendment, a Qualified Birth or Adoption Distribution in accordance with Plan Section 5.01(D)(6);  
or

***The Basic Plan Document section entitled Special Requirements for Certain 401(k) Contributions is modified by adding the following as Section 5.01(A)(2)(h):***

if elected in the Adoption Agreement Amendment, a Coronavirus-Related Distribution in accordance with Plan Section 5.01(D)(7).

***The Basic Plan Document section entitled Distributions During Employment is modified by replacing paragraphs two and three in Section 5.01(C)(1) with the following:***

If elected in the Adoption Agreement, a Participant in a money purchase pension plan who is not otherwise eligible to receive a distribution of their Individual Account may take a distribution of all or a part of their Individual Account when they reach age 62. If elected in the Adoption Agreement Amendment, such distributions may be taken at the age stated in the Adoption Agreement Amendment.

If this is a profit sharing plan, a Participant who is not otherwise eligible to receive a distribution of their Individual Account may elect to receive an in-service distribution of all or part of the Vested portion of their Individual Account attributable to transfers of money purchase pension contributions when they are eligible to receive an in-service distribution of any Employer Contributions under the Plan. Notwithstanding the foregoing, unless an earlier date is elected in the Adoption Agreement Amendment, effective as of the first day of the Plan Year beginning on or after January 1, 2023, if any Employer Contributions are available for an in-service distribution prior to age 59½, amounts attributable to transfers of money purchase pension contributions will be available for an in-service distribution at age 59½. Unless an earlier date is elected in the Adoption Agreement Amendment, for Plan Years beginning before January 1, 2023, if any Employer Contributions are available for an in-service distribution prior to age 62, amounts attributable to transfers of money purchase pension contributions will be available for an in-service distribution at age 62.

***The Basic Plan Document section entitled Miscellaneous Distribution Issues is modified by adding the following as Section 5.01(D)(5):***

Portability of Lifetime Income – In accordance with Code section 401(a)(38) and related guidance, a Participant may, upon a request submitted to the Plan Administrator (either in writing or in any other form permitted under rules promulgated by the IRS and DOL), withdraw amounts invested in a Lifetime Income Investment in the form of a Direct Rollover described in Code section 401(a)(31)(A) to an Eligible Retirement Plan or a Qualified Plan Distribution Annuity Contract. Such distributions must be made on or after the date that is 90 days prior to the date on which such Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan.

***The Basic Plan Document section entitled Miscellaneous Distribution Issues is modified by adding the following as Section 5.01(D)(6):***

Qualified Birth or Adoption Distributions – If elected in the Adoption Agreement Amendment, a Participant may take Qualified Birth or Adoption Distributions from the Plan on or after January 1, 2020. The aggregate amount of such distributions from all plans maintained by the Employer, including all plans maintained by a Related Employer, to such individual with respect to any birth or adoption may not exceed \$5,000.

Notwithstanding the preceding, a Participant in a money purchase pension plan may only take a Qualified Birth or Adoption Distribution if they are otherwise eligible to receive a distribution of their Individual Account. In addition, if the Plan is a profit sharing plan, all or part of the Vested portion of a Participant's Individual Account that is attributable to transfers of money purchase pension contributions may only be taken as a Qualified Birth or Adoption Distribution if the Participant is eligible to receive an in-service distribution of any Employer Contributions under the Plan pursuant to Plan Section 5.01(C)(1).

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

Coronavirus-Related Distribution – If elected in the Adoption Agreement Amendment, a Participant who is a Qualified Individual may take a Coronavirus-Related Distribution from the Plan. However, the aggregate amount of such distributions from all plans maintained by the Employer, including all plans maintained by a Related Employer, for any taxable year to such individual may not exceed \$100,000.

Notwithstanding the preceding, in the case of a money purchase pension plan, a Coronavirus-Related Distribution will be treated as meeting the distribution rules of Code section 401(a). If the Plan is a profit sharing plan, a Coronavirus-Related Distribution of all or part of the Vested portion of a Qualified Individual's Individual Account attributable to transfers of money purchase pension contributions will be treated as meeting the distribution rules of Code section 401(a).

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

If the Designated Beneficiary is an Eligible Designated Beneficiary, all references in this Plan Section 5.05(B)(1) and Section Five, Part D, of the Adoption Agreement to the "five-year rule," "Designated Beneficiary," or "fifth" as it relates to an election under this paragraph shall be effectively changed to the "ten-year rule," "Eligible Designated Beneficiary," and "tenth," respectively.

***The Basic Plan Document section entitled Required Minimum Distribution Requirements is modified by adding the following as Section 5.05(D)(1)(c):***

**Death On or After January 1, 2020** – With respect to a Participant who dies on or after January 1, 2020, except as otherwise provided by the IRS under regulation or other guidance, the Participant's entire remaining interest will generally be distributed by December 31 of the year containing the 10th anniversary of the Participant's death unless the Designated Beneficiary is an Eligible Designated Beneficiary or there is no Designated Beneficiary for purposes of determining a distribution period.

If the Designated Beneficiary is an Eligible Designated Beneficiary, the entire remaining interest may be distributed (in accordance with Code section 401(a)(9) and the corresponding Treasury Regulations) over the remaining Life Expectancy of the Eligible Designated Beneficiary. Life Expectancy distributions to an Eligible Designated Beneficiary must generally commence by December 31 of the year following the year of the Participant's death. For certain trust Beneficiaries (e.g., an Applicable Multi-Beneficiary Trust which meets the requirements of Code section 401(a)(9)(H)(iv)) the entire interest may be distributed over the remaining Life Expectancy of the trust Beneficiary. The remaining Life Expectancy is calculated using the age of the Eligible Designated Beneficiary or trust Beneficiary, as applicable, in the year following the year of the Participant's death, reduced by one for each subsequent year.

If the Participant's surviving Spouse is the Eligible Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. The minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's benefit by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the surviving Spouse. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year. The remaining Life Expectancy of the surviving Spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining Life Expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

If the Participant's Eligible Designated Beneficiary is the Participant's minor child, Life Expectancy payments must begin by December 31 of the year following the year of the Participant's death and continue until the child reaches the age of majority. Unless the remaining interest is payable to the Participant's surviving Spouse once the age of majority is reached, the Beneficiary shall cease to be an Eligible Designated Beneficiary as of the date the child reaches the age of majority and, except as otherwise provided by the IRS under regulation or other guidance, will have 10 years to deplete the account.

If a Beneficiary other than a person (including certain trusts) is named, the Participant will be treated as having no Designated Beneficiary for purposes of determining the distribution period. If there is no Designated Beneficiary, distributions will commence using the Participant's remaining Life Expectancy, calculated using the age of the Participant in the year of death, reduced by one in each subsequent year.

The provisions of this Plan Section 5.05(D)(1)(c) will not apply to a qualified annuity (as defined in section 401 of the SECURE Act and related guidance) that is a binding annuity contract in effect as of December 20, 2019, and at all times thereafter.

***The Basic Plan Document section entitled Required Minimum Distribution Requirements is modified by adding the following as Section 5.05(D)(2)(c):***

**Death On or After January 1, 2020** – With respect to a Participant who dies on or after January 1, 2020, except as otherwise provided by the IRS under regulation or other guidance, the Participant's entire remaining interest will generally be distributed by December 31 of the year containing the 10th anniversary of the Participant's death unless the Designated Beneficiary is an Eligible Designated Beneficiary or there is no Designated Beneficiary for purposes of determining a distribution period.

If the Designated Beneficiary is an Eligible Designated Beneficiary, the entire remaining interest may be distributed (in accordance with Code section 401(a)(9) and the corresponding Treasury Regulations) over the remaining Life Expectancy of the Eligible Designated Beneficiary. Life Expectancy distributions to an Eligible Designated Beneficiary must generally commence by December 31 of the year following the year of the Participant's death. For certain trust Beneficiaries (e.g., an Applicable Multi-Beneficiary Trust which meets the requirements of Code section 401(a)(9)(H)(iv)) the entire interest may be distributed over the remaining Life Expectancy of the trust Beneficiary. The remaining Life Expectancy is calculated using the age of the Eligible Designated Beneficiary or trust Beneficiary, as applicable, in the year following the year of the Participant's death, reduced by one for each subsequent year.

If the Participant's surviving Spouse is the Eligible Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. The minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's benefit by the remaining Life Expectancy of the surviving Spouse. The remaining Life Expectancy of the surviving Spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining Life Expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

If the Participant's Eligible Designated Beneficiary is the Participant's minor child, Life Expectancy payments must begin by December 31 of the year following the year of the Participant's death and continue until the child reaches the age of majority. Unless the remaining interest is payable to the Participant's surviving Spouse once the age of majority is reached, the Beneficiary shall cease to be an Eligible Designated Beneficiary as of the date the child reaches the age of majority and, except as otherwise provided by the IRS under regulation or other guidance, will have 10 years to deplete the account.

If a Beneficiary other than a person (including certain trusts) is named, the Participant will be treated as having no Designated Beneficiary for purposes of determining the distribution period. If there is no Designated Beneficiary, the entire interest must be distributed by December 31 of the year containing the fifth anniversary of the Participant's death.

The provisions of this Plan Section 5.05(D)(2)(c) will not apply to a qualified annuity (as defined in section 401 of the SECURE Act and related guidance) that is a binding annuity contract in effect as of December 20, 2019, and at all times thereafter.

***The Basic Plan Document section entitled Required Minimum Distribution Requirements is modified by adding the following as Section 5.05(G):***

**Temporary Waiver of Required Minimum Distribution Requirements** – Notwithstanding anything in the Plan or the definition of Distribution Calendar Year to the contrary, Participants and Beneficiaries who would have been required to receive a 2020 RMD or Extended 2020 RMD but for the enactment of Code section 401(a)(9)(l) will be given the choice to receive such distributions for 2019 or 2020, as applicable, unless otherwise indicated in the Adoption Agreement Amendment.

If a Participant or Beneficiary described above is either not allowed to remove their 2020 RMD or Extended 2020 RMD or is allowed to remove their 2020 RMD or Extended 2020 RMD but does not elect to receive such amount, the 2020 RMD or Extended 2020 RMD will be retained in the Plan, unless otherwise indicated in the Adoption Agreement Amendment.

In addition, notwithstanding anything in the Plan to the contrary, if a Beneficiary's balance is required to be distributed under Code section 401(a)(9)(B)(ii), the five-year period described in such section shall be determined without regard to calendar year 2020.

**The Basic Plan Document section entitled Loans to Participants is modified by adding the following as Section 5.16(I):**  
For plan loans made on or after December 21, 2019, no loans will be made through credit cards or other similar arrangements.

**The Basic Plan Document section entitled Loans to Participants is modified by adding the following after the last paragraph:**  
Unless otherwise elected in the Adoption Agreement Amendment, a Participant who is otherwise permitted to receive a loan from the Fund pursuant to this Plan Section 5.16 and is a Qualified Individual will be entitled to request a loan from the Fund during the period beginning on March 27, 2020, and ending on September 22, 2020. If elected in the Adoption Agreement Amendment, a Qualified Individual may be permitted to request such loan from the Fund even if a Participant is not otherwise permitted to receive a loan from the Fund pursuant to this Plan Section 5.16. With respect to a loan that is made to a Qualified Individual, the maximum loan percentage in this Plan Section 5.16 shall be applied by substituting "100 percent of the Present Value of the nonforfeitable Individual Account of the Participant" for "50 percent of the Present Value of the nonforfeitable Individual Account of the Participant," and the maximum loan amount in this Plan Section 5.16 shall be determined by substituting "\$100,000" for "\$50,000." The Plan Administrator may rely on the Participant's certification that they are a Qualified Individual, as permitted by the IRS, for purposes of determining whether a loan is a coronavirus-related loan.

In the case of a Participant who is a Qualified Individual with an outstanding loan from the Fund on or after March 27, 2020, 1) if the due date to repay the loan, which otherwise meets the terms of repayment, occurs during the period beginning on March 27, 2020, and ending on December 31, 2020, such due date shall 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 Multiple Employer Plan is modified by adding the following as Section 7.26(F):**  
**Qualification Requirements** – The Plan will not be treated as failing to meet the applicable requirements under the Code merely because one or more Participating Employers fail to take such actions as required by the Participating Employers to keep the Plan in compliance with all Code and regulatory requirements.

In the case of any Participating Employer who fails to take such actions as described above, the Plan will not be treated as failing to meet the applicable requirements under the Code if corrective action is taken, as provided herein or by law or regulation. Such corrective action includes, transferring the assets of the Plan attributable to the Participants or Beneficiaries of the Participating Employer to an eligible retirement plan for each Participant or Beneficiary whose account is transferred, or to any other arrangement that the Secretary of the Treasury determines is appropriate. If the Secretary of the Treasury determines it is in the best interests of the Participants or Beneficiaries of the Participating Employer, the assets may be retained in the Plan. Except as otherwise provided by the Secretary of the Treasury, the Participating Employer will be liable for any liabilities with respect to the Plan attributable to the Participants or Beneficiaries of the Participating Employer.

**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  Date Signed Aug 31, 2022

# Summary of Material Modifications

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, 2020. To the extent that any provisions of this SMM conflict with your SPD, the terms of this SMM will apply.

## ELIGIBILITY

### **Q1. What age and/or 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 2021 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 three consecutive 12-month periods, during each of which you work at least 500 hours. However, no 12-month period that begins before January 1, 2021, will be included for purposes of the three consecutive 12-month period determination and you must attain age 21 by the end of the three consecutive 12-month periods.

## CONTRIBUTIONS

### **Q17. Are there any limits on how much can be contributed for me?**

If you receive Difficulty of Care Payments, such amounts will be included in your Compensation for Plan purposes and may increase the total amount of contributions that may be allocated to the Plan for your benefit each year as described in the SPD previously provided to you.

### **Q23. If I receive Difficulty of Care Payments, will I be able to make contributions to the Plan or receive Employer contributions based upon such amounts?**

You may make contributions to, or receive allocations under, the Plan based upon any amounts that you receive as Difficulty of Care Payments. Your contributions to the Plan that are based upon your Difficulty of Care Payments will be treated as Nondeductible Employee Contributions to the Plan, which are described in the SPD previously provided to you. Contact your Plan Administrator for more information about the applicable contribution procedures if you receive Difficulty of Care Payments.

### **Q24. If I take a distribution from the Plan or another eligible retirement plan, can I repay such amounts to the Plan?**

#### ***2020 Required Distributions and Extended 2020 RMDs***

The Plan's rules regarding rollover contributions applied to 2020 Required Distributions and Extended 2020 RMDs that were taken from other retirement arrangements. The rollover contribution rules are listed in the SPD previously provided to you.

## DISTRIBUTIONS AND LOANS

### **Q1. Will I ever be required to take my money out of the Plan?**

#### ***Cashouts at Termination of Employment***

If your balance is greater than \$5,000, even if you terminate service, you are not required to take a payment from the Plan until the age 72 (age 70½ if you were born before July 1, 1949) required distribution rules apply to you.

If your Employer did not select a cashout level in the SPD previously provided to you, when you terminate from employment, your balance will not be paid out of the Plan until you request a distribution from the Plan Administrator, or you reach age 72 (age 70½ if you were born before July 1, 1949).

#### ***Required Minimum Distributions***

You will be required to begin taking required minimum distributions (RMDs) upon your Required Beginning Date. These distributions will generally be required to start when you attain age 72 (age 70½ if you were born before July 1, 1949). The Plan's Required Beginning Date is found in the DEFINITIONS section of this SMM.

### **2020 Required Minimum Distributions**

Your Employer allowed you to choose whether to take your 2020 Required Distribution or Extended 2020 RMD. This applied if you were a Participant age 70½ or older, or if you were a beneficiary, and you would have ordinarily been required to receive a distribution for 2020 or for 2019 in 2020. If you did not choose whether to take your 2020 Required Distribution or Extended 2020 RMD, your Employer retained such amount in the Plan.

### **Q4. Can I withdraw money from the Plan while I am still employed?**

#### ***Lifetime Income Investments***

If your Plan offers Lifetime Income Investments, you may directly roll over any portion of your account that is invested in such Lifetime Income Investment (subject to certain restrictions) if your Employer removes this as an investment option under the Plan on or after the first day of the Plan's 2020 Plan Year. If you choose to remove any portion of your account that is invested in the Lifetime Income Investment, such distribution must be taken within the 90-day period before the date the Lifetime Income Investment is no longer permitted to be held under the Plan and such distribution must be paid directly to another eligible retirement arrangement. Contact your Plan Administrator for the documentation and procedures that apply to direct rollovers of Lifetime Income Investments.

### **Q9. What if I die before receiving all of my money from the Plan?**

#### ***Death On or After January 1, 2020***

Your beneficiary will generally be required to take your entire balance by the end of the year in which the 10th anniversary of your death occurs. This is true regardless of whether you die before, on, or after your Required Beginning Date.

However, if you die before your Required Beginning Date and your beneficiary is 1) your spouse, 2) your minor child, 3) disabled, 4) a chronically ill individual, 5) an individual who is not described in this list but who is not more than 10 years younger than you, or 6) any other individual as determined by the IRS, then your beneficiary has the option of 1) taking annual payments beginning the year following your death (or the year you would have reached age 72, if your spouse is your beneficiary), or 2) delaying their distribution until the year containing the 10th anniversary of your death, provided they take the entire amount remaining during the 10th year.

If you die after your Required Beginning Date and your beneficiary is one of the individuals listed in items 1 through 6 above, your beneficiary will have the option of 1) taking annual payments beginning the year following your death, or 2) delaying their distribution until the year containing the 10th anniversary of your death, provided they take the entire amount remaining during the 10th year.

Please see your Plan Administrator for further information about beneficiary options.

### **Q13. Can I take a loan from the Plan?**

If you are permitted to take a loan(s) from your account under the Plan and loans were previously available to you using a credit card or similar arrangement, no loans that are taken on or after December 21, 2019, will be issued in such manner.

### **Q16. Could I have taken a loan from the Plan because I was affected by COVID-19?**

If you are permitted to take a loan(s) from your account under the Plan, you could have taken a loan(s) due to the fact that you were affected by COVID-19, as provided in the CARES Act and related pronouncements. See your SPD for other applicable loan terms.

Specifically, you were allowed to take a loan(s) from the Plan beginning on March 27, 2020, and ending on September 22, 2020, if you were a Qualified Individual.

#### ***Limits on Plan Loans***

The maximum loan amount that was available to you was 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. The higher limits applied only to loans received during the period beginning on March 27, 2020, and ending on September 22, 2020.

#### ***One-Year Suspension of Loan Payments***

Payments on Plan loans due on or after March 27, 2020, and ending on December 31, 2020, may have been suspended for one year by the Plan Administrator.

### **Q17. If I am a beneficiary subject to distribution under the five-year rule described in my SPD, does 2020 count towards determining the deadline for receiving a distribution?**

If you are or were using the five-year rule for distributions, 2020 does not count toward determining the end of the five-year period. For example, if the Participant died in 2018, you will have until December 31, 2024, instead of December 31, 2023, to deplete your account under the Plan.

**Q18. If I am married, did my spouse have to provide consent if I did not receive a 2020 required payment or provide consent when I began payments again in 2021?**

Your spouse's consent may have been required to either stop required payments for 2020, begin payments again in 2021, or both. You may check the SPD previously provided to you to determine if the spousal consent rules apply to the Plan and, if so, your Plan Administrator can tell you whether spousal consent was needed to stop and/or re-start required distributions.

**Q19. If I received a 2020 Required Distribution or Extended 2020 RMD, could I have rolled over my money into another retirement plan?**

You could have chosen to roll over your distribution to another eligible retirement arrangement.

**DEFINITIONS**

**2020 Required Distributions** – The 2020 Required Distributions include RMDs that would have been distributed to you or your beneficiary for 2020, or RMDs that would have been distributed to you or your beneficiary in 2020 for 2019.

**Compensation** – On or after the first day of the Plan's 2016 Plan Year, amounts you receive as Difficulty of Care Payments will be included in the definition of Compensation for the Plan that is described in the SPD that was previously provided to you.

**Difficulty of Care Payments** – Difficulty of Care Payments are amounts you receive from your Employer as qualified foster care payments and that are excluded from your gross income for a taxable year.

**Extended 2020 RMD** – One or more payments in a series of annual payments that are expected to last for your life, the joint lives of you and your beneficiary, or a period of at least 10 years.

**Lifetime Income Investment** – A Lifetime Income Investment is an investment option that provides you with election rights 1) which are not available with respect to other investment options under the Plan, and 2) which are to a lifetime income feature available through a contract or other arrangement offered under the Plan. A "lifetime income feature" is 1) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of your life or the joint lives of you and your designated beneficiary, or 2) an annuity that is payable in substantially equal periodic payments (at least annually) over your life or the joint lives of you and your designated beneficiary.

**Qualified Individual** – For purposes of coronavirus-related loans, you will be a Qualified Individual if

- i. you were diagnosed with COVID-19 by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act);
- ii. your spouse or dependent was diagnosed with COVID-19 by such a test; or
- iii. you experienced adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to COVID-19, being unable to work due to lack of child care due to COVID-19, closing or reducing hours of a business you owned or operated due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, or having a job offer rescinded or start date for a job delayed due to COVID-19, your spouse or a member of your household being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19, being unable to work due to lack of childcare due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, having a job offer rescinded or start date for a job delayed due to COVID-19, closing or reducing hours of a business owned or operated by your spouse or a member of your household due to COVID-19, or other factors as determined by the Secretary of the Treasury.

A "member of your household" is someone who shares your principal residence.

**Required Beginning Date** – When you reach age 72 (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 72 (age 70½ if you were born before July 1, 1949), the SPD that was previously provided to you will indicate if your Plan requires you to take your RMD or allows you to delay required distributions until you actually stop working for your Employer. However, if you own more than 5% of the Employer, you will not be allowed to delay your required distributions and you will need to begin taking payments at age 72 (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.