

# etrailer Corporation Employee Profit Sharing Plan & Trust Features and Highlights

Read these highlights to learn more about your Plan. If there are any discrepancies between this document and the Plan Document, the Plan Document will govern.

## About the 401(k) Plan

A 401(k) plan is a retirement savings plan designed to allow eligible employees to supplement any existing retirement and pension benefits by saving and investing through a voluntary salary contribution. Contributions and any earnings on contributions are tax-deferred until money is withdrawn.

## Eligibility Requirements

### Employee Before Tax

To enroll in the Plan, employees must meet the following criteria:

- No age requirement
- Completed 12 month(s) of service
- Completed at least 1 hour(s) of service

Eligible employees may enroll each month.

### Discretionary Match

To enroll in the Plan, employees must meet the following criteria:

- No age requirement
- Completed 12 month(s) of service

Eligible employees may enroll each month.

### Safe Harbor Employer Matching Contribution

To enroll in the Plan, employees must meet the following criteria:

- No age requirement
- Completed 12 month(s) of service

Eligible employees may enroll each month.

### Profit Sharing

To enroll in the Plan, employees must meet the following criteria:

- No age requirement
- Completed 12 month(s) of service

Eligible employees may enroll each month.

Please contact your Plan Administrator for information regarding excluded employees.

## Enrollment

You may enroll by using the online enrollment option available at [empowermyretirement.com](http://empowermyretirement.com).

## Contribution Limits

### Before Tax

In 2024, the Before Tax amount is between 1% and 100% of your compensation or \$23,000.00, whichever is less.

Participants turning age 50 or older in 2024, may contribute an additional \$7,500.00.

## Roth

The Roth option will give you the flexibility to designate all or part of your 401(k) elective deferrals as Roth contributions.

Roth contributions are made with after-tax dollars, as opposed to the pre-tax dollars you contribute to a traditional 401(k). In other words, with the Roth option, you've already paid income taxes on money you contribute. With the traditional 401(k), your contribution is made on a pre-tax basis and you pay income taxes only when you take a distribution.

## Employer Contributions

### Discretionary Match

Your Plan may contribute a discretionary match. This contribution will only apply to a participant's deferrals that do not exceed a dollar amount or percentage of included compensation that is determined by the employer.

### Safe Harbor Employer Matching Contribution

Your plan provides for a match of 100% of deferrals up to 3% of compensation plus 50% of deferrals on 3 to 5% of compensation.

### Profit Sharing

Your Plan may provide for a profit sharing contribution in an amount to be determined by your employer.

To be eligible for the profit sharing contribution into the Plan, employees must meet the following criteria:

- Employed on the last day of the Plan year

## Vesting Schedule

Vesting refers to the percentage of your account you are entitled to receive upon the occurrence of a distributable event. The value of your contributions to the Plan and any earnings they generate are always 100% vested (including rollovers from previous employers).

The employer discretionary match contribution is immediately 100% vested.

The employer safe harbor match contribution is immediately 100% vested.

The employer profit-sharing contribution is immediately 100% vested.

## Investment Options<sup>1</sup>

A wide array of investment options are available through your Plan. Please review the Plan's Notice of Investment Returns & Fee Comparison for information on the investment options at [empowermyretirement.com](http://empowermyretirement.com). Once you have enrolled, investment option information is also available through the website at [empowermyretirement.com](http://empowermyretirement.com) or call the Voice Response System toll free at 1-800-338-4015. The website and the Voice Response System are available to you 24 hours a day, 7 days a week.

<sup>1</sup>Prospectuses, disclosure documents and investment-related options/services information are only available in English. Please have them translated prior to investing.

## Transfers and Allocation Changes<sup>1</sup>

You can move all or a portion of your existing balances between investment options (subject to Plan rules) and change how your payroll contributions are invested.

<sup>1</sup>Transaction requests received in good order after the close of the New York Stock Exchange will be processed the next business day.

## Rollovers<sup>1</sup>

Only Plan Administrator approved balances from an eligible governmental 457(b), 401(k), 403(b) or 401(a) plan or an Individual Retirement Account (IRA) may be rolled over to the Plan. Some plans may only allow rollovers from other 401(k) plans.

<sup>1</sup>Governmental 457 funds rolled into another type of plan or account may become subject to the 10% early withdrawal penalty if taken before age 59 1/2.

## Withdrawals

Qualifying distribution events are as follows:

- Retirement
- Permanent disability
- Financial hardship (as defined by the Internal Revenue Code and your Plan's provisions)
- Severance of employment (as defined by the Internal Revenue Code provisions)
- Death (your beneficiary receives your benefits)

Ordinary income tax will apply to each distribution. Distributions received prior to age 59 1/2 may also be assessed a 10% early withdrawal federal tax penalty. Refer to your Summary Plan Description for more information about distributions.

## Plan Fees

Please review the Plan's Notice of Investment Returns & Fee Comparison for information on Plan fees and expenses.

## Loans

Your Plan allows you to borrow the lesser of \$50,000.00 or 50% of your eligible total vested account balance. The minimum loan amount is \$1000.00 and you have up to 60 months to repay your general purpose loan.

## Empower Advisory Services

Your Plan offers a service called Empower Advisory Services. You can have Empower Advisory Group, LLC, a registered investment adviser, manage your retirement account for you. Or, if you prefer to manage your retirement account on your own, you can use the Online Advice tool. These services help create a personalized retirement strategy for you. There is no guarantee provided by any party that participation in any of the advisory services will result in a profit.

For more detailed information about these services, including any applicable fees, visit your Plan's website at [empowermyretirement.com](http://empowermyretirement.com) or call the Voice Response System, toll free at 1-800-338-4015.

## How do I get more information?

Visit the website at [empowermyretirement.com](http://empowermyretirement.com) or call the Voice Response System, toll free at 1-800-338-4015 for more information. The website provides information regarding your Plan, as well as

financial education information, financial calculators and other tools to help you manage your account.

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**ETRAILER CORPORATION EMPLOYEE PROFIT SHARING PLAN & TRUST  
SUMMARY PLAN DESCRIPTION**

**January 25, 2021**

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# ETRAILER CORPORATION EMPLOYEE PROFIT SHARING PLAN & TRUST

## SUMMARY PLAN DESCRIPTION

### INTRODUCTION TO YOUR PLAN

#### What kind of Plan is this?

etrailer Corporation Employee Profit Sharing Plan & Trust ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan. As a participant under the Plan, you may elect to contribute a portion of your compensation to the Plan.

#### What information does this Summary provide?

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

In this SPD, the Employer has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Plan Administrator or other plan representative. The Plan Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name of the Plan Administrator can be found at the end of this SPD in the Article entitled "General Information about the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). The Employer may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, the Employer will notify you.

## ARTICLE I PARTICIPATION IN THE PLAN

#### How do I participate in the Plan?

You may begin participating under the Plan once you have satisfied the eligibility requirements and reached your Entry Date. The following describes Excluded Employees, if any, the eligibility requirements and Entry Dates that apply. You should contact the Plan Administrator if you have questions about the timing of your Plan participation.

#### All Contributions

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- reclassified employees (a person the Employer does not treat as a common law employee on its payroll records, such as someone paid as an independent contractor or an out-sourced worker)

However, if you are a leased employee, you are only entitled to participate in the Plan for the following contribution types, provided you satisfy the eligibility and Entry Date requirements for that contribution type: All Contributions.

**Eligibility Conditions.** You will be eligible to participate in the Plan when you have completed one (1) Period of Service. However, you will actually participate in the Plan once you reach the Entry Date.

**Entry Date.** Your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

#### How is my service determined for purposes of Plan eligibility?

**Period of Service.** You will be credited with a Period of Service once twelve months have passed since your date of hire.

### **What service is counted for purposes of Plan eligibility?**

**Service with the Employer.** In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will be counted.

**Five-year eligibility Break in Service rule.** The five-year Break in Service rule applies only to participants who had no vested interest in the Plan at the time of termination of employment. If you were not vested in any amounts when your employment terminated and you have five consecutive 1-Year Breaks in Service, all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment, you would have to resatisfy any minimum service requirements under the Plan.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Plan Administrator for further details.

### **What happens if I'm a participant, terminate employment and then I'm rehired?**

If you are no longer a participant because of a termination of employment, and you are rehired, then you will be able to participate in the Plan on the date on which you are rehired if you are otherwise eligible to participate in the Plan provided your prior service had not been disregarded under the Break in Service rules.

## **ARTICLE II EMPLOYEE CONTRIBUTIONS**

### **What are elective deferrals and how do I contribute them to the Plan?**

**Elective Deferrals.** As a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan as an elective deferral. There are two types of elective deferrals: pre-tax deferrals and Roth deferrals. For purposes of this SPD, "elective deferrals" generally means both pre-tax deferrals and Roth deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

**Pre-Tax Deferrals.** If you elect to make pre-tax deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a pre-tax deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

**Roth Deferrals.** If you elect to make Roth deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in certain cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?" below.

**Deferral procedure.** The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a Salary Reduction Agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it.

**Deferral modifications.** You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

**Annual dollar limit.** Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2021 is \$19,500. After 2021, the dollar limit may increase for cost-of-living adjustments.

**Catch-up contributions.** If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the plan for that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the plan. The maximum "catch-up contribution" that you can make in 2021 is \$6,500. After 2021, the maximum may increase for cost-of-living adjustments. Any "catch-up contributions" that you make will be taken into account in determining any Employer matching contribution made to the Plan.

You should be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar elective deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess elective deferral amounts be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

#### **What are rollover contributions?**

**Rollover contributions.** At the discretion of the Plan Administrator, if you are an eligible employee, you may be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Plan Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" at any time. You should see the Articles in this SPD entitled "Distributions Prior to Termination of Employment," "Distributions upon Termination of Employment," and "Distributions upon Death" for an explanation of how benefits (including your "rollover account") are paid from the Plan.

#### **What are In-Plan Roth Rollover Contributions?**

**In-Plan Roth Rollover Contributions.** Effective January 1, 2014, if you are eligible for a distribution from an account, you may elect to roll over the distribution to a designated Roth contribution account in the Plan (referred to as an In-Plan Roth Rollover Contribution). You may only roll over the distribution directly. However, loans may not be rolled over as an In-Plan Roth Rollover Contribution.

**Taxation and Irrevocable election.** You do not pay taxes on the contributions or earnings of your pre-tax accounts (including accounts attributable to Employer matching contributions and accounts attributable to Employer nonelective contributions) until you receive an actual distribution. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a "qualified distribution" (explained below), you do not pay taxes on the earnings that are attributable to the contributions.

If you elect an In-Plan Roth Rollover Contribution, then the contribution will be included in your income for the year. Once you make an election, it cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate resources outside of the plan to pay the additional taxes. The In-Plan Roth Rollover Contribution does not affect the timing of when a distribution may be made to you under the Plan; the contribution only changes the tax character of your account. You should consult with your tax advisor prior to making such a rollover.

**Qualified Distribution.** As explained above, a distribution of the earnings on your Roth account will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make the Roth rollover and ending on the last day of the calendar year that is 5-years later. See "What are my tax consequences when I receive a distribution from the Plan?" later in this SPD.

The law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans (such as safe harbor contributions). Ask the Plan Administrator if you need more details.

### **ARTICLE III EMPLOYER CONTRIBUTIONS**

In addition to any deferrals you elect to make, the Employer will make additional contributions to the Plan. This Article describes Employer contributions that will be made to the Plan and how your share of the contributions is determined.

#### **What is the safe harbor contribution?**

**Safe harbor 401(k) plan.** This Plan is referred to as a "safe harbor 401(k) plan." Before the beginning of each Plan Year, you will be provided with a comprehensive notice of your rights and obligations under the Plan. However, if you become eligible to participate in the Plan after the beginning of the Plan Year, then the notice will be provided to you on or before the date you are eligible. A safe harbor 401(k) plan is a plan design where the Employer commits to making certain contributions described below. This commitment to make contributions enables the Employer to simplify the administration of the Plan by ensuring that nondiscrimination regulations are met, which is why it is called a "safe harbor" plan.



**Safe Harbor Matching Contribution.** In order to maintain "safe harbor" status, the Employer will make a safe harbor matching contribution equal to 100% of your salary deferrals that do not exceed 3% of your compensation plus 50% of your salary deferrals between 3% and 5% of your compensation. This safe harbor matching contribution is 100% vested (see the Article in this SPD entitled "Vesting").

For purposes of calculating this safe harbor matching contribution, your compensation and deferrals will be computed for each Plan Year.

**Discretionary Additional Matching Contribution.** The Employer may make a discretionary additional matching contribution. If the Employer makes a discretionary additional matching contribution, the discretionary additional matching contribution will not apply as to elective deferrals exceeding 6% of your compensation. The total amount of this discretionary additional matching contribution will not exceed 4% of your compensation.

For purposes of calculating this matching contribution, your compensation and deferrals will be computed for each Plan Year.

#### **What is the Employer nonelective contribution and how is it allocated?**

**Nonelective contribution.** Each year, the Employer may make a discretionary nonelective contribution to the Plan. Your share of any contribution is determined below.

**Allocation conditions.** In order to share in the nonelective contribution you must satisfy the following conditions:

- If you are employed on the last day of the Plan Year, you will share regardless of the amount of service you complete during the Plan Year.

#### **Waiver of allocation conditions**

You will share in the nonelective contribution for the year you terminate employment regardless of the amount of service you complete during the Plan Year if you terminate on or following your death, disability or attainment of Normal Retirement Age.

**Your share of the contribution.** The nonelective contribution will be "allocated" or divided among participants eligible to share in the contribution for the Plan Year.

The contribution will be allocated to your account in the same proportion that your compensation plus your compensation in excess of 100% of the Social Security Taxable Wage Base rounded to the next highest \$1 (but not exceeding the Social Security Taxable Wage Base) (also called "excess compensation") bears to the total compensation plus "excess compensation" of all eligible participants. The maximum amount that can be allocated to you in this first step varies and is dependent upon the integration level. If you have any questions about the maximum that can be allocated in this first step, you should consult your Plan Administrator.

If after the first step of the allocation process there still remains a portion of the contribution which has not yet been allocated, then the remainder will be allocated to you in the same proportion that your compensation bears to the total compensation of all participants.

However, if the Plan is top-heavy, the contribution will instead be allocated as follows. For more information about top-heavy plans, see "What happens if the Plan becomes a 'top-heavy plan'?" below.

First, the contribution will be allocated to your account in the same proportion that your compensation bears to the total compensation of all participants, but not exceeding 3% of compensation.

Second, the contribution will be allocated to your account in the same proportion that your excess compensation bears to the excess compensation of all participants, but not exceeding 3% of excess compensation. See the next paragraph for information regarding "excess compensation."

Third, the contribution will be allocated to your account in the same proportion that your compensation plus your compensation in excess of 100% of the Social Security Taxable Wage Base rounded to the next highest \$1 (but not exceeding the Social Security Taxable Wage Base) (also called "excess compensation") bears to the total compensation plus "excess compensation" of all eligible participants. The maximum amount that can be allocated to you in this third step varies and is dependent upon the integration level. If you have any questions about the maximum that can be allocated in this third step, you should consult your Plan Administrator.

If after the first 3 steps of the allocation process there still remains a portion of the contribution which has not yet been allocated, then the remainder will be allocated to you in the same proportion that your compensation bears to the total compensation of all participants.

**ARTICLE IV  
COMPENSATION AND ACCOUNT BALANCE**

**What compensation is used to determine my Plan benefits?**

**All Contributions**

**Definition of compensation.** Compensation is defined as your total compensation that is subject to income tax and paid to you by the Employer. The following describes the adjustments to compensation that apply for the contributions noted above.

**Adjustments to compensation.** The following adjustments to compensation will be made:

- elective deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included.
- compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - compensation paid for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), or other similar payments that would have been made to you had you continued employment.
  - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.
  - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment.

**Is there a limit on the amount of compensation which can be considered?**

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2021 is \$290,000. After 2021, the dollar limit may increase for cost-of-living adjustments.

**Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions including elective deferrals (excluding catch-up contributions) that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2021, this total cannot exceed the lesser of \$58,000 or 100% of your annual compensation (as limited under the previous question). After 2021, the dollar limit may increase for cost-of-living adjustments.

**How is the money in the Plan invested?**

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant direction of investments.** You will be able to direct the investment of your entire interest in the Plan. The Plan Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including the Employer, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Plan Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including the Employer, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. Procedures must be followed in giving investment directions. If you fail to do so, then your investment directions need not be followed. If you do not direct the investment of your applicable Plan accounts, your accounts will be invested in accordance with the default investment alternatives established under the Plan.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your Participant-directed Account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and the Employer, the Plan Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

#### **Will Plan expenses be deducted from my account balance?**

The Plan will pay some or all Plan related expenses except for a limited category of expenses, known as "settlor expenses," which the law requires the employer to pay. Generally, settlor expenses relate to the design, establishment or termination of the Plan. See the Plan Administrator for more details. The expenses charged to the Plan may be charged pro rata to each Participant in relation to the size of each Participant's account balance or may be charged equally to each Participant. In addition, some types of expenses may be charged only to some Participants based upon their use of a Plan feature or receipt of a plan distribution. Finally, the Plan may charge expenses in a different manner as to Participants who have terminated employment with the Employer versus those Participants who remain employed with the Employer.

### **ARTICLE V VESTING**

#### **What is my vested interest in my account?**

You are always 100% vested in all of your Plan accounts.

#### **What happens if the Plan becomes a "top-heavy plan"?**

**Top-heavy plan.** A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." Key employees are certain owners or officers of the Employer. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to key employees. Each year, the Plan Administrator is responsible for determining whether the Plan is a "top-heavy plan."

**Top-heavy rules.** If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- The Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

### **ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT**

#### **Can I withdraw money from my account while working?**

**In-service distributions.** You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions. You may withdraw amounts from your rollover contributions accounts at any time.

**Conditions and Limitations.** Generally you may receive a distribution from certain accounts prior to termination of employment provided you satisfy any of the following conditions:

- you have incurred a financial hardship as described below.

**Distributions for deemed severance of employment.** If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for purposes of receiving a distribution from all contribution accounts. This means that you may request a distribution from all contribution accounts from the Plan. If you request a distribution on account of this deemed severance of employment and all or part of the distribution is taken from elective deferrals, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

**Can I withdraw money from my account in the event of financial hardship?**

**Hardship distributions.** You may withdraw money on account of financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive upon termination of employment or other event entitling you to distribution of your account balance.

**Qualifying expenses.** A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) for you, your spouse or your dependents. This also includes medical expenses for the death beneficiary of your Plan account.
- Costs directly related to the purchase of your principal residence (excluding mortgage payments).
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children or your dependents. This also includes such education expenses for the death beneficiary of your Plan account.
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents. This also includes burial or funeral expenses for the death beneficiary of your Plan account.
- Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165) without regard to the limit on casualty losses that are deductible for income tax purposes under IRC 165(h).
- Expenses for disasters arising from federally declared disasters, such as your expenses and losses (including loss of income) attributable to that disaster, provided your principal residence or place of employment was in an area FEMA designates as qualifying for individual assistance.

For this purpose, your beneficiary is the person you designate under the Plan (or the Plan otherwise designates in the absence of your designation) to receive your death benefit and who is not necessarily your spouse or dependent.

**Conditions.** If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

- (a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.
- (b) You have obtained all distributions, other than hardship distributions, currently available under all plans that the Employer maintains.
- (c) You certify (via a form for that purpose) that you have insufficient cash or other liquid assets reasonably available to satisfy the need.

**Account restrictions.** You may request a hardship distribution only from the vested portion of the following accounts:

- pre-tax 401(k) deferral accounts plus earnings
- Roth 401(k) deferral accounts plus earnings

**ARTICLE VII  
DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

**When can I get money out of the Plan?**

You may receive a distribution of some or all of your accounts in the Plan when you terminate employment with the Employer. The rules regarding the payment of death benefits to your beneficiary are described in the Article in this SPD entitled "Distributions upon Death."

As to the possibility of receiving a distribution while you are still employed with the Employer, see the Article in this SPD entitled "Distributions Prior to Termination of Employment."

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator for further details.

**Termination and distribution before Normal Retirement Age (or age 62 if later)**

If your vested account balance exceeds \$5,000, your consent is required to distribute your account before you reach Normal Retirement Age (or age 62 if later). You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled "In what method and form will my benefits be paid to me?" below for an explanation of the method of payment.)

If you terminate employment with a vested account balance exceeding \$5,000, you may elect to postpone your distribution until your "required beginning date" described below.

If your vested account balance does not exceed \$5,000, a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it, as soon as administratively feasible following your termination of employment. (See the question entitled "In what method and form will my benefits be paid to me?" below for an explanation of the method of payment.)

Amounts in your rollover account will not be considered as part of your benefit in determining whether the \$5,000 threshold for timing of payments described above has been exceeded as well as for determining if the value of your vested account balance exceeds the \$5,000 threshold used to determine whether you must consent to a distribution.

**Automatic Rollover of Certain Account Balances.** If your vested account balance does not exceed \$5,000, the Plan will distribute your account without your consent. If the amount of the distribution exceeds \$1,000 (including any rollover contribution) and you do not elect to either receive or roll over the distribution, your distribution will be directly rolled over to an IRA. See "Automatic IRA Rollover of Certain Account Balances" in the Article in this SPD entitled "Tax Treatment of Distributions."

**Distribution on or after Normal Retirement Age (or age 62 if later)**

If you terminate employment with the Employer and will receive distribution on or after the later of age 62 or Normal Retirement Age, the Plan will distribute your account without your consent. The distribution will occur as soon as administratively feasible at the same time described above for other pre-62/Normal Retirement Age distributions not requiring your consent, but in any event distribution will be made no later than 60 days after the end of the Plan Year in which you terminate employment. Notwithstanding the foregoing, if your vested account balance exceeds \$5,000 (including rollover contributions), you may elect to postpone your distribution until your "required beginning date" described below.

**What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age?**

You will attain your Normal Retirement Age when you reach age 59 1/2.

**What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The permanence and degree of such impairment must be supported by medical evidence. The Plan Administrator may require that your disability be determined by a licensed physician.

**Payment of benefits.** If you terminate employment because you become disabled, you will be entitled to your vested account balance under the Plan and the Plan will distribute your account balance in the same manner as for any other non-death related termination.

**In what method and form will my benefits be paid to me?**

**Termination and distribution before Normal Retirement Age (or age 62 if later)**

If you terminate employment and will receive a distribution before the later of age 62 or Normal Retirement Age and your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment in cash or, if you have a self-directed brokerage account, in property.

If you terminate employment and will receive a distribution before the later of age 62 and Normal Retirement Age and your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment in cash or, if you have a self-directed brokerage account, in property
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)

In determining whether your vested account balance exceeds the \$5,000 dollar threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will not be taken into account.

**Distribution on or after Normal Retirement Age (or age 62 if later)**

If you terminate employment and will receive distribution on or following the attainment of the later of age 62 or Normal Retirement Age, and your vested account balance (including rollovers) does not exceed \$5,000, you will receive distribution in the form of a single lump-sum payment in cash or, if you have a self-directed brokerage account, in property. If your balance exceeds \$5,000, you may elect to receive distribution as described above relating to termination before the later of age 62 and Normal Retirement Age. In determining whether your vested account balance exceeds the \$5,000 dollar threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

**Required beginning date**

As described above, you may delay the distribution of your vested account balance. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

**ARTICLE VIII  
DISTRIBUTIONS UPON DEATH**

**What happens if I die while working for the Employer?**

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

**Who is the beneficiary of my death benefit?**

You may designate a beneficiary of your Plan account on a form provided to you for this purpose by the Plan Administrator. If you do not designate a beneficiary, your account will be distributed as described below under "No beneficiary designation." If you are married, your spouse has certain rights to the death benefit. You should immediately report any change in your marital status to the Plan Administrator.

**Married Participant.** If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless you designate in writing a different beneficiary. **IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NON-SPOUSE BENEFICIARY.**

**Changes to designation.**

If, with spousal consent as required, you have designated someone other than your spouse as beneficiary and now wish to change your designation, see the Plan Administrator for details. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

**Divorce.** A divorce decree automatically revokes your designation of your spouse or former spouse as your beneficiary under the Plan unless a Qualified Domestic Relations Order provides otherwise. You should complete a form to make a new beneficiary designation if a divorce decree is issued. See the Plan Administrator for details if you think you may be affected by this provision.

**Unmarried Participant.** If you are not married, you may designate a beneficiary of your choosing.

**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or your beneficiary is not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's living descendants)
- (c) your surviving parents, in equal shares
- (d) your estate

### **How will the death benefit be paid to my beneficiary?**

**Method/form of distribution.** The form of payment of the death benefit will be in cash or, if you have a self-directed brokerage account, in property. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment in cash or, if you have a self-directed brokerage account, in property
- annual installments at least equal to the required minimum distribution amount

**Timing of distribution.** Payment of the death benefit must begin by the end of the calendar year which follows the year of your death if your designated beneficiary is a person, unless you die before your required beginning date and your designated beneficiary elects to have the entire death benefit paid by the end of the fifth year following the year of your death as indicated below. If your designated beneficiary is not a person, then your entire death benefit must generally be paid within five years after your death.

### **When must the last payment be made to my beneficiary (required minimum distributions)?**

The law generally restricts the ability of a retirement plan to be used as a method of deferring taxation for an unlimited period beyond the participant's life. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods. The application of these rules depends upon whether you die before or after your "required beginning date" as described above under "Required beginning date."

#### **Death before required beginning date.**

If your spouse is the sole beneficiary, your spouse may delay the start of payments until the year in which you would have attained age 70 1/2.

#### **Death after required beginning date.**

If you die on or after your required beginning date, regardless of the method of distribution a beneficiary might otherwise be able to elect, payment must be made over a period which does not exceed the greater of the beneficiary's life expectancy or your remaining life expectancy (determined in accordance with applicable life expectancy tables and without regard to your actual death). If your beneficiary is not a person, your entire death benefit must be paid over a period not exceeding your remaining life expectancy (determined in accordance with applicable life expectancy tables and without regard to your actual death).

### **What happens if I terminate employment, commence payments and then die before receiving all of my benefits?**

Your beneficiary will be entitled to your remaining vested interest in the Plan at the time of your death. See the Plan Administrator for more information regarding the timing and method of payments that apply to your beneficiary.

## **ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS**

### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

You will not be taxed on distributions of your Roth 401(k) deferrals. In addition, a distribution of the earnings on the Roth 401(k) deferrals will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth 401(k) deferral to our Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into this Plan) and ending on the last day of the calendar year that is 5 years later.

### **Can I elect a rollover to reduce or defer tax on my distribution?**

**Rollover or Direct Transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) **60-day rollover.** You may roll over all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a

hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct rollover option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer (See the question entitled "What are the In-Plan Roth Rollover Contributions?" for special rules on In-Plan Roth Rollovers). A direct transfer will generally result in no tax being due (unless you roll pre-tax accounts directly to a Roth IRA) until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

#### **Automatic IRA Rollover of Certain Account Balances**

If a mandatory distribution is being made to you before the later of age 62 or Normal Retirement Age and your vested account balance does not exceed \$5,000 (disregarding any rollover contribution), the Plan will distribute your vested portion in a single lump-sum payment in cash or, if you have a self-directed brokerage account, in property. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights. If the amount of the distribution exceeds \$1,000 (including any rollover contribution) and you do not elect either to receive or to roll over the distribution, the Plan automatically will roll over the distribution to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and to provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. In addition, your beneficiary designation under the Plan, if any, will not apply to the rollover IRA. The IRA's terms will control in establishing a designated beneficiary under the IRA. You may transfer the IRA funds to any other IRA you choose. You may contact the Plan Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider and the fees and charges associated with the IRA.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

### **ARTICLE X LOANS**

#### **Is it possible to borrow money from the Plan?**

Yes. Loans are permitted in accordance with the Plan Loan Policy. If you wish to receive a copy of the Loan Policy, please contact the Plan Administrator.

### **ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES**

#### **Are my benefits protected?**

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan (other than for a Plan loan), given away or otherwise transferred (except at death to your beneficiary). In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

#### **Are there any exceptions to the general rule?**

There are three exceptions to this general rule. The Plan Administrator must honor a qualified domestic relations order (QDRO). A QDRO is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a QDRO is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Plan Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Plan Administrator, without charge, a copy of the procedure used by the Plan Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Plan Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.



The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

### **Can the Employer amend the Plan?**

The Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

Although the Employer intends to maintain the Plan indefinitely, the Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. The Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated.

### **How do I submit a claim for Plan benefits?**

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:

- was relied upon in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

### **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days (except as provided below for disability claims) after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then instead of the above, the initial claim must be resolved within 45 days of receipt by the Plan. A Plan may, however, extend this decision-making period for an additional 30 days for reasons beyond the control of the Plan. The Plan will notify you of the extension prior to the end of the 45-day period. If, after extending the time period for a first period of 30 days, the Plan

Administrator determines that it will still be unable, for reasons beyond the control of the Plan, to make a decision within the extension period, the Plan may extend decision making for a second 30-day period. Appropriate notice will be provided to you before the end of the first 45 days and again before the end of each succeeding 30-day period. This notice will explain the circumstances requiring the extension and the date the Plan Administrator expects to render a decision. It will explain the standards on which entitlement to the benefits is based, the unresolved issues that prevent a decision, the additional issues that prevent a decision, and the additional information needed to resolve the issues. You will have 45 days from the date of receipt of the Plan Administrator's notice to provide the information required.

If the Plan Administrator determines that all or part of the claim should be denied (an "adverse benefit determination"), it will provide a notice of its decision in written or electronic form explaining your appeal rights. An "adverse benefit determination" also includes a rescission, which is a retroactive cancellation or termination of entitlement to disability benefits. The notice will be provided in a culturally and linguistically appropriate manner and will state:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination was based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.
- (e) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration, then the following additional information will be provided:
  - (i) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
    - The views you presented to the Plan of health care professionals treating the claimant and vocational professionals who evaluated you;
    - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
    - A disability determination made by the Social Security Administration and presented by you to the Plan.
  - (ii) Either the internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or other criteria do not exist.
  - (iii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.
  - (iv) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

If your claim has been denied, and you want to submit your claim for review, you must follow the claims review procedure in the next question.

### **What is the claims review procedure?**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS (EXCEPT AS PROVIDED BELOW FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY THE PLAN ADMINISTRATOR (RATHER THAN A THIRD PARTY SUCH AS THE SOCIAL SECURITY ADMINISTRATION), THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION. IN THE CASE OF AN ADVERSE BENEFIT DETERMINATION REGARDING A RESCISSION OF COVERAGE, YOU MUST REQUEST A REVIEW WITHIN 90 DAYS OF THE NOTICE.

- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the claims review procedure above, if your claim is for disability benefits and disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) If the initial adverse benefit determination was based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the fiduciary will consult with a health care professional who was neither involved in or subordinate to the person who made the original benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.

(e) Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide you with a copy of the rationale at no cost to you. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow you time to respond.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days (45 days with respect to claims relating to the determination of disability benefits) after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. In such a case, you will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Plan Administrator must notify you of the determination on review no later than 120 days (or 90 days with respect to claims relating to the determination of disability benefits).

The Plan Administrator will provide written or electronic notification to you in a culturally and linguistically appropriate manner. If the initial adverse benefit determination is upheld on review, the notice will include:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the benefit determination was based.

(c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration):

(i) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make the determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.

(iii) A statement of your right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.

If the Plan offers voluntary appeal procedures, a description of those procedures and your right to obtain sufficient information about those procedures upon request to enable you to make an informed decision about whether to submit to such voluntary appeal. These procedures will include a description of your right to representation, the process for selecting the decision maker and the circumstances, if any, that may affect the impartiality of the decision maker. No fees or costs will be imposed on you as part of the voluntary appeal. A decision whether to use the voluntary appeal process will have no effect on your rights to any other Plan benefits.

(iv) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;
- the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
- a disability determination made by the Social Security Administration and presented by you to the Plan.

If you have a claim for benefits which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the date of the Plan Administrator's final determination denying your claim.

### **What are my rights as a Plan participant?**

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including collective bargaining agreements and insurance contracts, if any, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements and insurance contracts, if any, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**What can I do if I have questions or my rights are violated?**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**ARTICLE XII  
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

**Plan Name**

The full name of the Plan is etrailer Corporation Employee Profit Sharing Plan & Trust.

**Plan Number**

The Employer has assigned Plan Number 001 to your Plan.

**Plan Effective Dates**

This Plan was originally effective on January 1, 1971. The amended and restated provisions of the Plan become effective on January 25, 2021.

**Other Plan Information**

Valuations of the Plan assets are made annually on the last day of the Plan Year. The Plan Administrator also may require more frequent valuations.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on December 31st.

The Plan will be governed by the laws of the state of the Employer's principal place of business to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon the Employer. Service of legal process may also be made upon the Trustee or Plan Administrator.

**Employer Information**

The Employer's name, address, business telephone number and identification number are:

etrailer Corporation  
1507 East Highway A  
Wentzville, Missouri 63385  
(636) 887-9312  
43-0765751

**Plan Administrator Information**

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator.

The Plan Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Plan Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

etrailer Corporation  
1507 East Highway A  
Wentzville, Missouri 63385  
(636) 887-9312

**Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets (unless the investment of assets is subject to Participant or other direction) in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Plan Administrator separately accounts for each Participant's interest in the Plan. If there is more than one Trustee, they will collectively be referred to as Trustee throughout this Summary Plan Description.

The Plan's Trustee is:

Great-West Trust Company, LLC

The contact information for the Plan's Trustee is:

8515 East Orchard Road  
Greenwood Village, Colorado 80111  
Telephone: (877) 694-4015

## **SUMMARY PLAN DESCRIPTION MATERIAL MODIFICATIONS**

This is a Summary of Material Modifications regarding this Plan. This is merely a summary of important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**REQUIRED MINIMUM DISTRIBUTIONS.** The law requires that retirement plans distribute funds at least as rapidly as specified in the required minimum distribution (RMD) rules. The Plan has been amended to conform to recent changes in those rules. The law now requires complete distributions to some beneficiaries of deceased participants within 10 years after death. Additionally, distributions to a participant must generally begin by April 1 of the calendar year following the year the participant turns age 72 (or, in some cases, when the participant retires, if later). Previously, the age was 70½. For more information, see [IRS Publication 590-B](#). Certain beneficiaries of participants who died during the years 2015-2019 were required to take distribution of their benefits by December 31 of the 5<sup>th</sup> year following the year the participant died. These participants can extend the distribution by one year.

**LONG-TERM PART-TIME EMPLOYEES ("LTPT").** With respect to 401(k) plans, LTPT Employees are eligible to defer to the Plan. An LTPT Employee is an Employee who has not entered the Plan as a regular participant, but who is credited with at least three consecutive periods, as defined under the Plan, beginning after December 31, 2020 with at least 500 Hours of Service in each period. Typically, that means they will not be eligible to defer prior to 2024. They will become eligible to defer on the entry date provided for under the Plan on which they meet the requirements to be an LTPT Employee. Union employees and nonresident aliens are not LTPT Employees and neither are any other employees who may be excluded under the terms of the Plan. In addition to being able to make elective deferrals, LTPT Employees can make rollover and employee after-tax contributions, if otherwise allowed under the Plan. LTPT Employees are subject to the same deferral rules which apply to regular participants. An individual who has entered the plan as an LTPT Employee and later satisfies the normal eligibility requirements will participate thereafter as a regular participant. Individuals who entered the Plan as LTPT Employees are credited with a Year of Service for each year in which they are credited with more than 500 Hours of Service.

# Notice of Investment Returns & Fee Comparison

## 370126-01 etrailer Corporation Employee Profit Sharing Plan & Trust empowermyretirement.com

Your employer-sponsored retirement savings plan allows eligible employees to invest for their retirement. These plans can be valuable in helping participants reach their retirement savings goals. The goal is to build your account through additional contributions and investment returns in your plan. Fees and expenses related to your plan can affect the overall long-term value of your account. The investment options you choose also affect your account. It is important for you to have a clear understanding of the investment options available through your plan and the fees and expenses that are part of your plan.

This notice includes information to help you understand plan costs and compare your retirement plan's investment options. It was designed to meet the participant fee disclosure regulations of the United States Department of Labor (DOL).

For more information on the plan's investment options including investment objectives or goals, principal strategies and risks, portfolio turnover rate, current returns and expenses, please visit the participant website listed above. This website also includes educational information and tools designed to help you with making investment decisions.

Additional information on the plan's investment options is also available on the participant website which may include prospectuses or similar documents, fund reports to the extent applicable, and fund share/unit valuations.

Paper copies of the investment related information available on the participant website can be obtained at no cost by contacting Empower at:

Empower  
P.O. Box 173764 Denver, CO 80217-3764  
Participant Call Center: 1-800-338-4015

SECTION	Document Summary
1	<b>Investment Rate of Return and Expense Information</b> - Shows investment return information for your plan's investment options. It shows past performance, investment management expenses and General Administrative Services Expenses. The General Administrative Services Expenses table shows non-investment expenses that pay for operating your Plan.
2	<b>Other Investment-Related Fees, Expense Information and Transfer Restrictions</b> - Shows any fees and expenses that are in addition to the investment management expenses in Section 1. This section also shows any investment restrictions.
3	<b>Plan-Related Information</b> - Shows your Plan Related information and Participant Elected Services Expenses tables. The Participant Elected Services Expenses table shows expenses for optional services available through your Plan that may be charged to your individual account for the services you use.

Your Plan offers a Self-Directed Brokerage Account (SDBA) through Charles Schwab. The SDBA allows you to select from securities and investments that have not been chosen by and are not monitored by your employer, fiduciary and/or the Plan Sponsor. What investments you may actually invest in depends on the specifics of your Plan design. These investment options are not offered through your retirement plan recordkeeper. You may invest through the SDBA by logging in to your Plan's web site and completing the SDBA enrollment process online.

The SDBA is for knowledgeable investors who acknowledge and understand the risks associated with many of the investments contained in the SDBA. By utilizing the account, you acknowledge that none of the available options in the SDBA have been selected for use in the Plan, reviewed for suitability or will be monitored by your employer, Plan Sponsor, SDBA provider, or retirement plan recordkeeper. You are solely responsible for determining the suitability and for the selection and ongoing monitoring of the investments that are available and utilized in the SDBA.

If you decide to use the SDBA, there may be an annual maintenance fee for using the SDBA as reflected in the Participant Elected Services Expenses table in this document. There may be additional expenses and fees associated with using Charles Schwab, such as commissions and sales loads. More information regarding these fees is located in the SDBA pricing summary at the back of this notice. Before investing, investors should carefully consider a fund's investment objectives, risks, charges and expenses. Fund prospectuses contain this and other important information and may be obtained by calling the SDBA provider at 1-888-393-7272 or through the SDBA's website at [www.schwab.com](http://www.schwab.com). Investors should read prospectuses carefully before investing.

Transfers into and out of Charles Schwab will be subject to minimum transfer restrictions. If your transfer request does not meet the minimum amount, your transfer will not be completed. You must initially transfer a minimum of \$1,250. Subsequent transfers must be at least \$1,250. You are also required to maintain a minimum balance of \$1,250 in your core account. If your core account is below the minimum balance, any percentage of your future contribution investment



elections allocated to the SDBA will be allocated pro-rata across your other investment elections (or to the Plan's default fund if 100% of your investment elections are allocated to the brokerage account) until the minimum balance is reached.

More detailed information about the SDBA is available on the Participant website.

## 1 – Investment Rate of Return and Expense Information

### Variable Rate of Return Investments Table

This table looks at the rates of return from investments that increase and decrease in value. The table shows how these investments have performed over time. You can compare each investment option to a benchmark. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an investment option's principal risks is available on the Web site listed above.

<b>Variable Return Investments</b>									
<b>Averaged Annualized Total Return<sup>‡</sup> as of 01/31/2024</b>									
Investment Option	Ticker	3 mos	YTD	1 year	3 year	5 year	Since Start Date/10yr	Start Date	Gross/Net Investment Expenses~
<b>Asset Allocation</b>									
<b>JPMorgan Investor Conservative Growth R6<sup>1,2</sup></b>	JFLJX	9.69%	0.30%	6.17%	1.37%	4.84%	4.48%	07/31/2017	0.44%/0.44%
							\$44.80 per \$1,000		\$4.40 per \$1,000 Gross
S&P Target Risk Conservative TR USD**		10.24%	0.27%	6.44%	0.31%	4.01%	3.87%	07/31/2017	
							\$38.70 per \$1,000		
<b>Putnam Retirement Advantage Trst 2025 X<sup>2</sup></b>	N/A	10.65%	0.69%	8.13%	1.70%	4.84%	5.42%	01/03/2008	0.35%/0.35%
							\$54.20 per \$1,000		\$3.50 per \$1,000 Gross
S&P Target Date 2025 TR USD**		10.76%	0.09%	7.89%	2.92%	6.33%	6.09%	01/03/2008	
							\$60.90 per \$1,000		
<b>Putnam Retirement Advantage Trst 2030 X<sup>2</sup></b>	N/A	11.94%	1.03%	11.07%	3.90%	6.86%	6.83%	01/03/2008	0.35%/0.35%
							\$68.30 per \$1,000		\$3.50 per \$1,000 Gross
S&P Target Date 2030 TR USD**		11.77%	0.08%	9.01%	3.73%	7.17%	6.71%	01/03/2008	
							\$67.10 per \$1,000		
<b>Putnam Retirement Advantage Trst 2035 X<sup>2</sup></b>	N/A	13.47%	1.37%	14.07%	5.46%	8.30%	7.82%	01/03/2008	0.35%/0.35%
							\$78.20 per \$1,000		\$3.50 per \$1,000 Gross
S&P Target Date 2035 TR USD**		12.78%	0.13%	10.09%	4.58%	8.06%	7.35%	01/03/2008	
							\$73.50 per \$1,000		
<b>Putnam Retirement Advantage Trst 2040 X<sup>2</sup></b>	N/A	14.34%	1.51%	15.40%	6.25%	9.17%	8.41%	01/03/2008	0.35%/0.35%
							\$84.10 per \$1,000		\$3.50 per \$1,000 Gross
S&P Target Date 2040 TR USD**		13.57%	0.13%	11.08%	5.28%	8.74%	7.82%	01/03/2008	
							\$78.20 per \$1,000		
<b>Putnam Retirement Advantage Trst 2045 X<sup>2</sup></b>	N/A	14.97%	1.53%	16.31%	6.71%	9.67%	8.76%	01/03/2008	0.35%/0.35%
							\$87.60 per \$1,000		\$3.50 per \$1,000 Gross
S&P Target Date 2045 TR USD**		14.09%	0.14%	11.70%	5.73%	9.16%	8.12%	01/03/2008	
							\$81.20 per \$1,000		

Investment Option	Ticker	3 mos	YTD	1 year	3 year	5 year	Since Start Date/10yr	Start Date	Gross/Net Investment Expenses~
Putnam Retirement Advantage Trst 2050 X <sup>2</sup>	N/A	15.52%	1.63%	17.23%	7.14%	10.10%	9.08%	01/03/2008	0.35%/0.35%
							\$90.80 per \$1,000		\$3.50 per \$1,000 Gross
S&P Target Date 2050 TR USD**		14.35%	0.14%	11.99%	5.94%	9.36%	8.31%	01/03/2008	
							\$83.10 per \$1,000		
Putnam Retirement Advantage Trst 2055 X <sup>2</sup>	N/A	15.97%	1.66%	18.12%	7.57%	10.53%	9.38%	12/22/2010	0.35%/0.35%
							\$93.80 per \$1,000		\$3.50 per \$1,000 Gross
S&P Target Date 2055 TR USD**		14.37%	0.14%	11.99%	6.01%	9.42%	8.40%	12/22/2010	
							\$84.00 per \$1,000		
Putnam Retirement Advantage Trst 2060 X <sup>2</sup>	N/A	16.37%	1.66%	18.85%	7.93%	10.86%	11.89%	02/10/2016	0.35%/0.35%
							\$118.90 per \$1,000		\$3.50 per \$1,000 Gross
S&P Target Date 2060 TR USD**		14.38%	0.11%	12.08%	5.98%	9.46%	10.85%	02/10/2016	
							\$108.50 per \$1,000		
Putnam Retirement Advantage Trst Mat X <sup>2</sup>	N/A	10.28%	0.60%	7.06%	1.54%	4.94%	4.90%	01/03/2008	0.35%/0.35%
							\$49.00 per \$1,000		\$3.50 per \$1,000 Gross
S&P Target Date Retirement Income TR USD**		9.46%	0.11%	6.50%	1.14%	4.26%	4.03%	01/03/2008	
							\$40.30 per \$1,000		
<b>International Funds</b>									
American Funds New World R6 <sup>2</sup>	RNWGX	10.98%	-1.29%	6.60%	-1.96%	6.96%	5.87%	05/01/2009	0.57%/0.57%
							\$58.70 per \$1,000		\$5.70 per \$1,000 Gross
Morningstar Emerging Markets GR USD**		8.14%	-3.92%	0.52%	-4.87%	2.80%	4.14%	05/01/2009	
							\$41.40 per \$1,000		
First Eagle Overseas R6 <sup>2</sup>	FEORX	7.75%	-0.97%	2.46%	2.43%	5.07%	4.17%	03/01/2017	0.80%/0.80%
							\$41.70 per \$1,000		\$8.00 per \$1,000 Gross
**		*	*	*	*	*	*	03/01/2017	
							*		
Oakmark International Institutional <sup>2</sup>	OANIX	12.92%	-3.92%	0.67%	2.45%	4.93%	3.45%	11/30/2016	0.81%/0.81%
							\$34.50 per \$1,000		\$8.10 per \$1,000 Gross
**		*	*	*	*	*	*	11/30/2016	
							*		
Steward Global Equity Income Inst <sup>2</sup>	SGISX	14.15%	-1.01%	7.36%	6.29%	8.92%	9.06%	04/03/2008	1.02%/1.02%
							\$90.60 per \$1,000		\$10.20 per \$1,000 Gross
**		*	*	*	*	*	*	04/03/2008	
							*		
Tweedy, Browne International Value <sup>1,2</sup>	TBGVX	8.95%	0.22%	6.45%	6.52%	5.47%	4.82%	06/15/1993	1.40%/1.40%
							\$48.20 per \$1,000		\$14.00 per \$1,000 Gross

Investment Option	Ticker	3 mos	YTD	1 year	3 year	5 year	Since Start Date/10yr	Start Date	Gross/Net Investment Expenses~
**		*	*	*	*	*	* *	06/15/1993	
Vanguard Emerg Mkts Sel Stk Inv <sup>1,2</sup>	VMMSX	5.54%	-4.26%	-3.59%	-6.00%	1.89%	3.27% \$32.70 per \$1,000	06/27/2011	0.78%/0.78% \$7.80 per \$1,000 Gross
Morningstar Emerging Markets GR USD**		8.14%	-3.92%	0.52%	-4.87%	2.80%	4.14% \$41.40 per \$1,000	06/27/2011	
Vanguard Total Intl Stock Index Admiral <sup>1,2</sup>	VTIAX	11.93%	-1.83%	4.58%	1.18%	5.38%	4.41% \$44.10 per \$1,000	11/29/2010	0.11%/0.11% \$1.10 per \$1,000 Gross
**		*	*	*	*	*	* *	11/29/2010	
<b>Specialty</b>									
BlackRock Global Equity Mrkt Neutral K <sup>2</sup>	BGCKX	8.88%	4.27%	16.77%	7.34%	4.21%	2.89% \$28.90 per \$1,000	03/28/2016	1.48%/1.29% \$14.80 per \$1,000 Gross
Morningstar Moderately Conservative Targ**		10.83%	-0.06%	6.02%	0.73%	4.71%	4.55% \$45.50 per \$1,000	03/28/2016	
Cohen & Steers Real Estate Securities Z <sup>2</sup>	CSZIX	15.10%	-4.39%	-2.13%	4.61%	5.74%	8.54% \$85.40 per \$1,000	10/01/2014	0.75%/0.75% \$7.50 per \$1,000 Gross
Morningstar US Real Estate PR USD**		14.99%	-4.89%	-7.14%	-0.37%	-0.00%	2.35% \$23.50 per \$1,000	10/01/2014	
First Eagle Gold R6 <sup>2</sup>	FEURX	0.01%	-8.15%	-10.02%	-2.19%	8.67%	3.91% \$39.10 per \$1,000	03/01/2017	0.85%/0.85% \$8.50 per \$1,000 Gross
MSCI World/Metals&Mining PR USD**		9.75%	-6.21%	-13.22%	2.72%	6.43%	1.70% \$17.00 per \$1,000	03/01/2017	
<b>Small Cap Funds</b>									
Franklin Small Cap Growth R6 <sup>2</sup>	FSMLX	25.01%	-1.28%	14.36%	-4.10%	8.56%	8.41% \$84.10 per \$1,000	05/01/2013	0.69%/0.67% \$6.90 per \$1,000 Gross
Morningstar US Small Growth TR USD**		17.56%	-3.73%	10.17%	-8.33%	5.52%	7.09% \$70.90 per \$1,000	05/01/2013	
FullerThaler Behavioral SmallCap Eq R6 <sup>1,2</sup>	FTHFX	19.09%	-0.14%	14.10%	13.69%	14.11%	12.03% \$120.30 per \$1,000	09/08/2011	0.64%/0.64% \$6.40 per \$1,000 Gross
Morningstar US Small Cap TR USD**		17.51%	-3.12%	5.68%	2.50%	7.68%	7.54% \$75.40 per \$1,000	09/08/2011	
Vanguard Small Cap Index Adm <sup>1,2</sup>	VSMAX	17.25%	-2.63%	4.50%	2.99%	8.65%	8.37% \$83.70 per \$1,000	11/13/2000	0.05%/0.05% \$ .50 per \$1,000 Gross

Investment Option	Ticker	3 mos	YTD	1 year	3 year	5 year	Since Start Date/10yr	Start Date	Gross/Net Investment Expenses~
Morningstar US Small Cap TR USD**		17.51%	-3.12%	5.68%	2.50%	7.68%	7.54% \$75.40 per \$1,000	11/13/2000	
<b>Mid Cap Funds</b>									
Fidelity Low-Priced Stock <sup>2</sup>	FLPSX	13.00%	-0.93%	7.56%	9.36%	10.98%	9.01% \$90.10 per \$1,000	12/27/1989	0.92%/0.92% \$9.20 per \$1,000 Gross
Morningstar US Mid Value TR USD**		16.24%	-1.01%	2.14%	11.23%	8.57%	8.99% \$89.90 per \$1,000	12/27/1989	
Franklin Small-Mid Cap Growth R6 <sup>2</sup>	FMGGX	21.39%	-0.91%	15.98%	-2.50%	11.52%	9.78% \$97.80 per \$1,000	05/01/2013	0.55%/0.51% \$5.50 per \$1,000 Gross
Morningstar US Mid Core TR USD**		13.38%	-2.55%	2.30%	7.02%	10.25%	9.67% \$96.70 per \$1,000	05/01/2013	
Vanguard Mid Cap Index Fund - Admiral <sup>1,2</sup>	VIMAX	16.09%	-1.49%	5.83%	5.15%	10.13%	9.50% \$95.00 per \$1,000	11/12/2001	0.05%/0.05% \$.50 per \$1,000 Gross
Morningstar US Mid Cap TR USD**		16.97%	-1.22%	5.92%	6.15%	10.79%	10.10% \$101.00 per \$1,000	11/12/2001	
Victory Sycamore Established Value R6 <sup>2</sup>	VEVRX	13.83%	-0.62%	2.83%	12.23%	12.45%	11.25% \$112.50 per \$1,000	03/04/2014	0.54%/0.54% \$5.40 per \$1,000 Gross
Morningstar US Mid Value TR USD**		16.24%	-1.01%	2.14%	11.23%	8.57%	8.99% \$89.90 per \$1,000	03/04/2014	
<b>Large Cap Funds</b>									
Franklin Rising Dividends R6 <sup>2</sup>	FRISX	11.93%	0.89%	10.94%	9.80%	12.97%	11.18% \$111.80 per \$1,000	05/01/2013	0.53%/0.52% \$5.30 per \$1,000 Gross
Morningstar US Large Cap TR USD**		16.36%	2.46%	25.41%	10.80%	14.95%	13.04% \$130.40 per \$1,000	05/01/2013	
Jensen Quality Growth I <sup>1,2</sup>	JENIX	12.51%	1.10%	15.12%	9.86%	12.98%	12.76% \$127.60 per \$1,000	07/30/2003	0.61%/0.61% \$6.10 per \$1,000 Gross
Morningstar US Large Cap TR USD**		16.36%	2.46%	25.41%	10.80%	14.95%	13.04% \$130.40 per \$1,000	07/30/2003	
Sterling Capital Equity Income Inst <sup>1,2</sup>	BEGIX	15.47%	-0.34%	8.68%	12.38%	12.39%	10.85% \$108.50 per \$1,000	06/30/2004	0.82%/0.82% \$8.20 per \$1,000 Gross
Morningstar US Large Value TR USD**		12.35%	1.04%	9.79%	11.81%	10.05%	9.54% \$95.40 per \$1,000	06/30/2004	
Vanguard Large Cap Index Adm <sup>1,2</sup>	VLCAX	16.34%	1.66%	21.58%	10.01%	14.18%	12.47% \$124.70 per \$1,000	02/02/2004	0.05%/0.05% \$.50 per \$1,000 Gross

Investment Option	Ticker	3 mos	YTD	1 year	3 year	5 year	Since Start Date/10yr	Start Date	Gross/Net Investment Expenses~
Morningstar US Large Cap TR USD**		16.36%	2.46%	25.41%	10.80%	14.95%	13.04%	02/02/2004	
							\$130.40 per \$1,000		
Vanguard LifeStrategy Growth Inv <sup>1,2</sup>	VASGX	13.20%	-0.10%	11.12%	4.05%	8.38%	7.63%	09/30/1994	0.14%/0.14%
							\$76.30 per \$1,000		\$1.40 per \$1,000 Gross
S&P Target Risk Growth TR USD**		12.04%	0.19%	9.23%	3.08%	6.70%	6.21%	09/30/1994	
							\$62.10 per \$1,000		
<b>Balanced Funds</b>									
Amer Funds Conserv G/I Portfolio R6 <sup>2</sup>	RINGX	10.41%	0.08%	6.49%	4.57%	6.25%	5.91%	05/18/2012	0.29%/0.29%
							\$59.10 per \$1,000		\$2.90 per \$1,000 Gross
S&P Target Risk Conservative TR USD**		10.24%	0.27%	6.44%	0.31%	4.01%	3.87%	05/18/2012	
							\$38.70 per \$1,000		
Permanent Portfolio <sup>1,2</sup>	PRPFX	6.54%	-0.74%	6.61%	5.04%	8.81%	5.65%	12/01/1982	0.82%/0.82%
							\$56.50 per \$1,000		\$8.20 per \$1,000 Gross
S&P Target Risk Moderate TR USD**		10.84%	0.24%	7.37%	1.25%	4.92%	4.65%	12/01/1982	
							\$46.50 per \$1,000		
Vanguard LifeStrategy Cnsrv Gr Inv <sup>1,2</sup>	VSCGX	10.31%	-0.15%	7.20%	0.59%	4.69%	4.80%	09/30/1994	0.12%/0.12%
							\$48.00 per \$1,000		\$1.20 per \$1,000 Gross
S&P Target Risk Conservative TR USD**		10.24%	0.27%	6.44%	0.31%	4.01%	3.87%	09/30/1994	
							\$38.70 per \$1,000		
Vanguard LifeStrategy Moderate Growth <sup>1,2</sup>	VSMGX	11.75%	-0.13%	9.13%	2.32%	6.55%	6.25%	09/30/1994	0.13%/0.13%
							\$62.50 per \$1,000		\$1.30 per \$1,000 Gross
S&P Target Risk Moderate TR USD**		10.84%	0.24%	7.37%	1.25%	4.92%	4.65%	09/30/1994	
							\$46.50 per \$1,000		
Vanguard Wellesley Income Adm <sup>1,2</sup>	VWIAX	9.67%	-0.55%	3.14%	2.15%	5.20%	5.46%	05/14/2001	0.16%/0.16%
							\$54.60 per \$1,000		\$1.60 per \$1,000 Gross
S&P Target Risk Conservative TR USD**		10.24%	0.27%	6.44%	0.31%	4.01%	3.87%	05/14/2001	
							\$38.70 per \$1,000		
<b>Bond Funds</b>									
DoubleLine Core Fixed Income I <sup>1,2</sup>	DBLFX	8.81%	0.30%	3.00%	-2.44%	0.88%	2.02%	06/01/2010	0.51%/0.48%
							\$20.20 per \$1,000		\$5.10 per \$1,000 Gross
Bloomberg US Universal TR USD**		8.21%	-0.24%	2.73%	-2.84%	1.11%	1.92%	06/01/2010	
							\$19.20 per \$1,000		
Guggenheim Total Return Bond Instl <sup>2</sup>	GIBIX	9.06%	0.14%	3.20%	-2.93%	1.80%	2.99%	11/30/2011	0.71%/0.62%
							\$29.90 per \$1,000		\$7.10 per \$1,000 Gross

Investment Option	Ticker	3 mos	YTD	1 year	3 year	5 year	Since Start Date/10yr	Start Date	Gross/Net Investment Expenses~
Bloomberg US Universal TR USD**		8.21%	-0.24%	2.73%	-2.84%	1.11%	1.92%	11/30/2011	
							\$19.20 per \$1,000		
Osterweis Strategic Income <sup>1,2</sup>	OSTIX	6.61%	0.73%	9.93%	3.98%	4.69%	4.17%	08/30/2002	0.86%/0.86%
							\$41.70 per \$1,000		\$8.60 per \$1,000 Gross
ICE BofA US High Yield TR USD**		8.42%	0.02%	9.21%	1.88%	4.27%	4.44%	08/30/2002	
							\$44.40 per \$1,000		
PIMCO Income Instl <sup>2</sup>	PIMIX	7.87%	0.61%	6.34%	1.22%	3.19%	4.36%	03/30/2007	0.62%/0.62%
							\$43.60 per \$1,000		\$6.20 per \$1,000 Gross
Bloomberg US Universal TR USD**		8.21%	-0.24%	2.73%	-2.84%	1.11%	1.92%	03/30/2007	
							\$19.20 per \$1,000		
Vanguard High-Yield Corporate Adm <sup>1,2</sup>	VWEAX	7.73%	-0.24%	7.82%	1.73%	4.16%	4.34%	11/12/2001	0.13%/0.13%
							\$43.40 per \$1,000		\$1.30 per \$1,000 Gross
ICE BofA US High Yield TR USD**		8.42%	0.02%	9.21%	1.88%	4.27%	4.44%	11/12/2001	
							\$44.40 per \$1,000		
Vanguard Total Bond Market Index Admiral <sup>1,2</sup>	VBTLX	8.13%	-0.23%	2.19%	-3.18%	0.86%	1.61%	11/12/2001	0.05%/0.05%
							\$16.10 per \$1,000		\$0.50 per \$1,000 Gross
Morningstar US Core Bond TR Hedged USD**		8.07%	-0.16%	2.13%	-3.21%	0.80%	1.59%	11/12/2001	
							\$15.90 per \$1,000		
Wasatch-Hoisington US Treasury <sup>2</sup>	WHOSX	15.75%	-3.49%	-8.13%	-13.65%	-3.04%	1.03%	12/08/1986	0.70%/0.70%
							\$10.30 per \$1,000		\$7.00 per \$1,000 Gross
Morningstar US 10+ Yr Composite Treasury**		15.86%	-1.88%	-4.51%	-10.71%	-1.51%	1.78%	12/08/1986	
							\$17.80 per \$1,000		

Carefully consider the investment option's objectives, risks, fees and expenses. Contact Empower for a prospectus, summary prospectus for SEC registered products or disclosure document for unregistered products, if available, containing this information. Read them carefully before investing.

### Fixed Rate of Return Investments Table

This table looks at the investment options that have a fixed or set rate of return. It shows the current annual rate of return and the minimum annual rate of return. The rate shown reflects the rate in effect from the last available quarter. Your rate may vary depending on the quarter in which the transitioned plan is funded. The table also shows how often the rate of return may change and the term or length of time you will earn this rate of return, if applicable. The investment provider of the fixed account may change the rate in the future. You may visit the Web site listed above or call the Voice Response System to find the current rate.

Fixed Return Investments as of 02/27/2024				
Investment Option	Current Fixed Rate	Minimum Rate	Frequency of Fixed Rate Setting	Term
Key Guaranteed Portfolio Fund	1.35%	0.00%	Quarterly	03/31/2024
	\$13.50 per \$1,000			

1 Additional information on this Investment Option can be found in Section 2.

2 Investment Funds. The start date may be that of the fund's original share class. If your Plan offers a different share class of the fund with a more current start date, the performance returns have been adjusted to reflect the fees and charges associated with the actual share class.

\* Performance returns not available at time of production.

N/A - Performance returns are not applicable.

‡ Performance calculations for each of the plan's designated investment options are net of applicable investment contract fees, reducing the investment option's performance by the effect of such fees, including, for example, any applicable annuity separate account/program fees and other investment-level fees related to plan account maintenance and servicing.

~ Gross Total Annual Operating Expenses are the gross fees potentially charged to the investment option and are displayed above in accordance with fee disclosure regulations. The Net Total Annual Operating Expenses, also displayed above as supplementary information, are the actual amounts charged by the investment option and may be different from the Gross Expenses due to certain fee waivers or additional expenses charged by other service providers. Expenses reduce the return of the investment option. Part of these fees may be shared with the plan's service providers and, under an agreement with the applicable plan fiduciaries, may be used to help pay for plan administration and/or recordkeeping fees. The plan's fiduciaries may make changes to the plan's investments at any time subject to applicable notice requirements. Please see the participant website for more information.

\*\* A benchmark index is not actively managed. It does not have a defined investment objective and does not incur fees or expenses. You cannot invest directly in a benchmark index.

### General Administrative Services Expenses Table

This table shows expenses that pay for operating the Plan. These expenses are described below. Fees and expenses for general plan administrative services (for example, recordkeeping services and custodial services) may be charged to the Plan. These fees and expenses may be charged to your individual account to the extent not paid by the Plan Sponsor, deducted from other Plan assets (such as the Plan's forfeiture account) and/or included in investment-related fees and expenses. How the expenses are charged to participant accounts will depend on the nature of the expense. For example, some fees may be charged as a fixed dollar amount per participant or as a percentage amount spread across the account balances, as determined by the Plan Sponsor or other responsible Plan Fiduciary. The amount of any general plan administrative expenses actually deducted from your account will be reflected on your account statement.

**Missing Participant Administrative Services.** Upon request by the Plan Sponsor, Empower may perform certain administrative services that attempt to identify and locate missing and unresponsive participants. The administrative services may include, for example, performing Participant address searches using a commercial locator service, updating Participant address records and attempting to contact Participants using certified U.S. mail. If the plan incurs any administrative fees for these services, such expenses will be paid from the plan's assets and deducted from the applicable missing or unresponsive participant's account balance or from the proceeds of any uncashed benefit payment made by the plan to such participant. The missing participant administrative fees are estimated to range from \$10 up to \$75 per participant per year depending on the services elected by the Plan Sponsor.

General Administrative Services Expenses as of 02/27/2024				
Fee Type	Annual Amount	Quarterly Amount	Frequency	Description
Plan Administration Asset Based Fee	0.31%	0.0775%	Quarterly	This fee is for administrative costs associated with the plan and is deducted from your account balance. This fee may not apply to all investments offered under your plan; please see your plan administrator for additional information.
	\$3.10 per \$1,000	\$ .78 per \$1,000		

## 2 – Other Investment-Related Fees, Expense Information and Transfer Restrictions

### Other Investment-Related Fees, Expense Information and Restrictions

This table looks at fees, expenses and transfer restrictions that are in addition to the Investment Expenses in Section 1. Fees and expenses are only one of many things to think about when deciding to invest. You may also want to think about whether an investment in a particular investment option, along with your other investments, will help you reach your financial goals.

**Other Investment-Related Fees and Restrictions  
as of 02/27/2024**

Investment Option	Transfer Rule	Shareholder Type Fees^
JPMorgan Investor Conservative Growth R6	1	
Tweedy, Browne International Value	2	
Vanguard Emerg Mkts Sel Stk Inv	1	
Vanguard Total Intl Stock Index Admiral	1	
FullerThaler Behavioral SmallCap Eq R6	2	
Vanguard Small Cap Index Adm	1	
Vanguard Mid Cap Index Fund - Admiral	1	
Jensen Quality Growth I	2	
Sterling Capital Equity Income Inst	2	
Vanguard Large Cap Index Adm	1	
Vanguard LifeStrategy Growth Inv	1	
Permanent Portfolio	2	
Vanguard LifeStrategy Cnsrv Gr Inv	1	
Vanguard LifeStrategy Moderate Growth	1	
Vanguard Wellesley Income Adm	1	
DoubleLine Core Fixed Income I	2	
Osterweis Strategic Income	2	
Vanguard High-Yield Corporate Adm	1	
Vanguard Total Bond Market Index Admiral	1	
Wasatch-Hoisington US Treasury		Redemption Fee - 2% of money transferred within 60 day(s) of initial investment
Key Guaranteed Portfolio Fund		Should the Plan Sponsor terminate the group annuity contract, transfer restrictions and/or possible termination fees may apply. If your Plan Sponsor terminates the group annuity contract, please call Empower for more information.

Rule #1 - Fund company restriction: A transfer into this fund will not be permitted if a prior transfer was made out of this fund in the last 30 days.

Rule #2 - Due to the frequent trading policy and procedures regarding market timing and excessive trading, if 2 round trips have been processed INTO the fund there may be transfer restrictions. Given the fund's frequent trading policy and procedures and previous warnings, you may be restricted from transferring money into this fund for 30 days.

^ Shareholder/Shareholder-Type Fees are fees paid directly from your investment in this option (e.g., sales loads, sales charges, deferred sales charges, redemption fees, exchange fees, account fees, purchase fees, transfer or withdrawal fees).

**Revenue Credit**

This table shows a list of investment options for which revenue credits are paid by your retirement plan recordkeeper to the Plan and allocated to participants who are invested in these specific investment options. You should review these credit amounts in conjunction with the Investment Related Fees and Expense Information below.

Investment Option	Annual Revenue Credit Rate	Annual Revenue Credit Dollar Amount
Sterling Capital Equity Income Inst	0.15%	\$1.50 per \$1,000
DoubleLine Core Fixed Income I	0.10%	\$1.00 per \$1,000
Fidelity Low-Priced Stock	0.25%	\$2.50 per \$1,000
Guggenheim Total Return Bond Instl	0.10%	\$1.00 per \$1,000
Jensen Quality Growth I	0.10%	\$1.00 per \$1,000
Key Guaranteed Portfolio Fund	0.25%	\$2.50 per \$1,000
Osterweis Strategic Income	0.10%	\$1.00 per \$1,000



Investment Option	Annual Revenue Credit Rate	Annual Revenue Credit Dollar Amount
Permanent Portfolio	0.22%	\$2.20 per \$1,000
Wasatch-Hoisington US Treasury	0.10%	\$1.00 per \$1,000

Revenue credits are allocated to your account at a frequency (i.e. monthly, quarterly, etc.) determined by your plan sponsor.

**NOTE: More current information about the Plan's investment options, including fees, expenses and performance updates, may be available at your plan's website.**

### 3 – Plan-Related Information

Plan-Related Information is an explanation of general plan information. It includes a description of non-investment management fees and expenses that may be charged to your account. This section also includes a list of the Participant Elected Services Expenses.

#### General Information

**Non-Investment Management Fees and Expenses:** Includes recordkeeping, accounting, legal, consulting or other administrative fees that may be charged to your account. The dollar amount actually charged to your account during the previous quarter for such administrative or individual expenses will be reported to you on your quarterly statement. If you have additional questions related to fees on your account, please contact the Voice Response System or your Plan Administrator.

**Investment Instructions:** Your plan lets you direct the investment of your account in the investment options listed in Section 1. You may make changes to your investment options via the plan's Web site or by calling the Voice Response System.

**Limitations on Investments:** Limits on making changes to your investment choices may be imposed by the Plan Administrator or by a manager of an investment option. Any limits or restrictions made by a fund manager are described in the prospectus for the fund. They include restrictions intended to prevent "market timing" (i.e., rapid trading in and out of a fund). If these restrictions apply then they will be listed in Section 2. In addition to the limits and restrictions described in the prospectus, the Plan Administrator may have other restrictions on making changes to your investment choices. If the Plan Administrator has additional limits, they will be described in a separate document that will be provided to you by your Plan Administrator.

**Voting, Tender, and Similar Rights:** The appropriate Plan fiduciaries, or an individual or an institution designated by the Plan fiduciaries, will exercise any voting or other rights associated with ownership of the Designated Investment Alternatives offered in your Plan.

#### Participant Elected Services Expenses Table

This table shows expenses for optional services available through your plan. Certain fees may be charged to your individual account for optional services you use.

Participant Elected Services Expenses as of 02/27/2024			
Service	Fee Amount	Frequency	Description
Participant Loan Maintenance Fee	\$12.50	Quarterly	This fee is for annual maintenance of your existing loan. If you have more than one loan, you will be assessed the fee for each outstanding loan.
Loan Origination Fee	\$95.00	Per Loan	This fee is for the processing of your loan. This fee is applied each time you request a loan from your retirement account and is taken from the proceeds prior to distribution.
Brokerage Account Maintenance	\$30.00	Quarterly	This fee is for maintenance of self-directed accounts. This fee applies ONLY if you have a self-directed account.
Benefit Disbursement Fee	\$75.00	Per Distribution	This fee is for the processing of a distribution from your account.
Benefit Disbursement Fee	\$50.00	Per Distribution	This fee is for the processing of a distribution from your account.
Benefit Disbursement Fee	\$25.00	Per Distribution	This fee is for the processing of a distribution from your account.
ACH Special Handling Charge	\$15.00	Per Distribution	Automated Clearing House. This fee is for transferring your distribution directly into your bank account.
Empower Advisory Services My Total Retirement	Up to \$100K = 0.122500% Next \$150K = 0.122500% Next \$150K = 0.122500% Over \$400K = 0.122500%	Quarterly	This fee applies if you are enrolled in the service and is deducted from the assets within the service.

Service	Fee Amount	Frequency	Description
EXPRESS Special Handling Charge	\$40.00	Per Distribution	This fee is for sending your distribution via 1- to 2-day express delivery.
Periodic Payment Maintenance Fee	\$6.25	Quarterly	This fee is for the annual maintenance of your existing systematic scheduled withdrawal. If you have more than one systematic withdrawal, you will be assessed the fee for each systematic withdrawal.
Periodic Payment Origination Fee	\$50.00	Per PPAY Set Up	Periodic Payment Origination Fee
WIRE Special Handling Charge	\$40.00	Per Distribution	This fee is for sending your distribution to your bank account via electronic wire.

For further information regarding these potential fees, please contact the Participant Call Center at the number listed on the first page of this document.

Fees and expenses do add up and can have a big impact on your retirement savings. Fees and expenses are only two of many other factors to think about when you make investment decisions.

You can visit the Department of Labor website for an example showing the long-term effect of fees and expenses - <https://www.dol.gov/agencies/ebsa/about-ebsa/our-activities/resource-center/publications/understanding-your-retirement-plan-fees>.

**Visit your plan's website listed in the title for a glossary of investment terms relevant to the investment options under this plan.**

If applicable to your plan:

Source: Bloomberg Index Services Limited. BLOOMBERG® is a trademark and service mark of Bloomberg Finance L.P. and its affiliates (collectively "Bloomberg"). BARCLAYS® is a trademark and service mark of Barclays Bank Plc (collectively with its affiliates, "Barclays"), used under license. Bloomberg or Bloomberg's licensors, including Barclays, own all proprietary rights in the Bloomberg Barclays Indices. Neither Bloomberg nor Barclays approves or endorses this material, or guarantees that accuracy or completeness of any information herein, or makes any warranty, express or implied, as to the results to be obtained therefrom and, to the maximum extent allowed by law, neither shall have any liability or responsibility for injury or damages arising in connection therewith.



# Schwab Personal Choice Retirement Account® (PCRA)

## Pricing Summary

Schwab provides a broad range of value-added services, some of which have associated fees. This document provides you with a summary of your plan-specific commissions and transaction fees for trade orders placed in your Schwab PCRA. This pricing summary supersedes any prior pricing summaries, pricing guides, and notices that you may have received. Schwab reserves the right to change or waive fees at our discretion.

### Commissions and Transaction Fees<sup>1</sup>

#### Equities

	Trading Channel	Commission <sup>3</sup>
U.S. Exchange-Listed Securities per Executed Trade*	Electronic <sup>2</sup>	\$0
	Broker-Assisted	\$25
Canadian Stock Transactions** executed on local exchanges or OTC	Electronic <sup>2</sup>	\$6.95
	Broker-Assisted	Electronic commission + \$25
U.S. Over-the-Counter (OTC) Market Securities Commissions per Executed Trade**	Electronic <sup>2</sup>	\$6.95
	Broker-Assisted	Electronic commission + \$25

\*Limited to National Market System (NMS) securities, excluding standardized options.

\*\*Applies to Non-NMS Securities.

#### Mutual Funds<sup>4</sup>

Some funds may also charge sales and/or redemption fees. Please read the prospectuses for details. You can buy shares directly from a fund company or its principal underwriter or distributor without paying Schwab's transaction or services charges (except Schwab Funds®).

	Trading Channel	Transaction Fee
No-Transaction-Fee Funds (includes funds available through the Mutual Fund OneSource® service) <sup>5</sup>	Electronic	\$0
	Broker-Assisted	\$25 service charge per trade may apply
	Broker-Assisted	Automatic Investment Plan (AIP): \$0
Transaction-Fee Funds <sup>5</sup>	Electronic	\$49.95 per buy, \$0 per sell
	Broker-Assisted	Electronic fee, + \$25 service charge per trade
	Broker-Assisted	Automatic Investment Plan (AIP): Up to \$10 per transaction*

\*AIP Transaction fees apply to AIP-enrolled mutual funds.

**Note:** For information about offshore funds (funds registered outside the U.S. for purchase by non-U.S. persons only), please call the Schwab PCRA Call Center.

Investors should carefully consider information contained in the prospectus, including investment objectives, risks, trading policies, charges, and expenses. You can request a prospectus by calling Schwab's dedicated PCRA Call Center at 1-888-393-PCRA (7272).

You may also request a prospectus online at [www.schwab.com/prospectus](http://www.schwab.com/prospectus). Please read the prospectus carefully before investing.

## .Options<sup>6</sup>

	Trading Channel	Commission
Options per Executed Trade	Electronic	\$0 base commission, + \$0.65 per contract
	Broker-Assisted	\$25 + \$0.65 per contract

**Note:** There are no commissions or per-contract fees assessed on transactions resulting from options exercises and assignments.

**Note:** Per-contract fees are waived for buy-to-close options trades executed online for \$.05 or less.

## .Equities - Foreign Stock

	Trading Channel	Transaction Fee
Foreign Stock Transactions*	Electronic	\$50 foreign transaction fee <sup>7</sup>
Trades Placed on the U.S. Over-The-Counter Market and Trades Placed Directly on a Foreign Exchange	Broker-Assisted	\$75: \$25 for broker assistance, + a \$50 foreign transaction fee

\*These fees also apply to trades of foreign ordinary shares placed directly on a foreign exchange or on the U.S. over-the-counter market.

## .Fixed Income Investments<sup>8</sup>

	Electronic Commission or Mark-up	Broker-Assisted Commission or Mark-up
New issues, including Certificates of Deposit	\$0 (a selling concession is included in the original offering price)	
Treasury Bills, Notes, Bonds <sup>9</sup> , and TIPS (Secondary and Auction)	\$0	\$25
Secondary transactions for Corporate Bonds, Municipal Bonds, Government Agencies, Zero-Coupon Treasuries (including STRIPS), and Certificates of Deposit	\$1 per bond (\$10 minimum/\$250 maximum)	Electronic commission, plus \$25 per trade
Preferred REITS	Stock commissions and minimums apply for secondary transactions.	
Commercial Paper, Foreign Bonds, Asset-Backed Securities, Mortgage-Backed Securities and Unit Investment Trusts	These are specialty products - please call 1-888-393-PCRA for information.	

## .Exchange Process Fee

This is a fee Schwab charges to offset fees imposed on us directly or indirectly by national securities exchanges, self-regulatory organizations, or U.S. option exchanges. Schwab shall have the right to determine the amount of such fees in its reasonable discretion, and such fees may differ from or exceed the actual third-party fees properly paid by Schwab in connection with any transaction. These differences may be caused by various internal and external factors, including, among other things, the rounding methodology used, the use of allocation accounts, transactions or settlement movements for which a fee may not be assessed, timing differences in changes, third-party rate caps and floors, calculation errors, and various other anomalous reasons.

The Securities and Exchange Commission (SEC) assesses transaction fees on national securities exchanges and self-regulatory organizations based on the aggregate dollar amount of sales of certain securities. The SEC recalculates the amount of this fee periodically—at least once per year but sometimes more often. National securities exchanges and self-regulatory organizations offset the transaction fees by charging their member broker-dealers such as Schwab, and we, in turn, offset this fee by charging you an Exchange Process Fee for covered sell transactions.

U.S. option exchanges charge Schwab and other broker-dealers per-contract fees for purchase and sales of exchange-listed options. The exchanges may charge these fees even on transactions executed on other exchanges, which can result in multiple fees being imposed on Schwab for a single transaction. Schwab offsets these fees by charging you a single Exchange Process Fee for each covered transaction.

Any Exchange Process Fee that appears on your trade confirmation for a sale of an exchange-listed option will combine the offset for the fees charged both by the U.S. option exchanges national securities exchanges, and self-regulatory organizations.

Schwab's Exchange Process Fee will rise or fall periodically depending upon the rate set by the SEC, by self-regulatory organizations, or by the U.S. option exchanges, as applicable." or by the U.S. option exchanges, as applicable.

## Notes:

- This pricing summary applies only to the PCRA accounts held at Charles Schwab & Co., Inc., and established on behalf of retirement plan participants. You can obtain more information about PCRA commissions and transaction fees by calling Schwab's dedicated PCRA Call Center at 1-888-393-PCRA (7272), Monday through Friday, 9:00 am through 7:30 pm (ET). Or, view the current Charles Schwab Pricing Guide for Retirement Plan Accounts on [www.schwab.com/cbrspricingguide](http://www.schwab.com/cbrspricingguide) for a more complete description of all other commissions and transaction fees.
- Your PCRA is a cash-up-front account. For all purchases, we require cleared funds in the account. When you're selling, we require securities on deposit. It is your responsibility to avoid overspending your account. If your account becomes overspent, Schwab reserves the right to liquidate a portion of your account to cover the debit balance. If liquidation is necessary, a broker-assisted fee of \$25 will apply.

<sup>1</sup> Excluding mutual funds, commissionable trades that execute over more than one day will be charged a separate commission for each additional day; each separate commission will apply to the portion of the trade executed on the corresponding additional day. Electronic trade orders for which price or quantity are changed by the client, and as a result execute over multiple trades on the same day, are each charged a separate commission.

<sup>2</sup> Trades placed through Schwab's electronic channels, such as Schwab.com, mobile applications, and automated phone services. Certain securities may not be available through all electronic trading channels. Up to 999,999 shares can be placed per trade.

<sup>3</sup> The standard electronic \$0 commission does not apply to over-the-counter (OTC) equities, transaction-fee mutual funds, futures, fixed-income investments, or trades placed directly on a foreign exchange or in the Canadian market. Options trades will be subject to the standard \$0.65 per-contract fee. Service charges apply for trades placed through a broker (\$25). Exchange process, ADR, and Stock Borrow fees still apply. See the Charles Schwab Pricing Guide for Retirement Plan Accounts for full fee and commission schedules

<sup>4</sup> For participants who utilize the Personal Choice Retirement Account (PCRA), the following fees and conditions may apply:

Trades in no-load mutual funds available through Mutual Funds OneSource service (including Schwab Funds) as well as certain other funds, are available without transaction fees when placed through [schwab.com](http://schwab.com) or our automated phone channels. Schwab reserves the right to change the funds we make available without transaction fees and to reinstate fees on any funds. Funds are also subject to management fees and expenses.

Charles Schwab & Co., Inc., member SIPC, receives remuneration from fund companies for record keeping, shareholder services and other administrative services for shares purchased through its Mutual Fund OneSource service. Schwab also may receive remuneration from transaction fee fund companies for certain administrative services.

<sup>5</sup> Standard fees apply on both transactions when placing simultaneous orders to sell one or more transaction-fee fund(s) and purchase additional transaction-fee fund(s) with the proceeds.

<sup>6</sup> Options carry a high level of risk and are not suitable for all investors. Certain requirements must be met to trade options through Schwab. Please read the Options Disclosure Document titled "Characteristics and Risks of Standardized Options" before considering any option transaction. Call Schwab at 1-800-435-4000 to request a current copy. Supporting documentation for any claims or statistical information is available upon request.

<sup>7</sup> Transactions in foreign ordinary shares incur additional custody, clearing, and settlement expenses. A foreign transaction fee is added to trades placed on the U.S. over-the-counter market through the online or automated phone channels. The commission and foreign transaction fee will be combined and appear as one line item, labeled "Commission," on your trade confirmation.

<sup>8</sup> For fixed income trades placed through one of Schwab's electronic channels, discounts may apply.

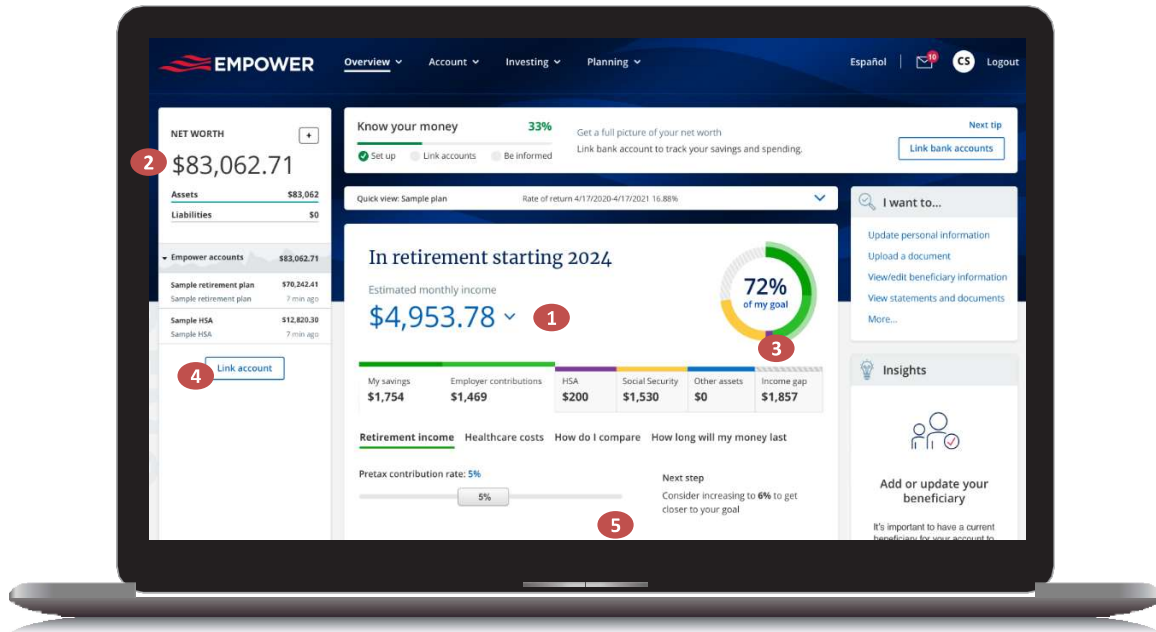
<sup>9</sup> Schwab reserves the right to act as principal on any Bond transaction. In secondary market principal transactions the price will be subject to our standard mark up in the case of purchases, and a mark down in the case of sales, and also may include a profit or loss to Schwab in the form of a bid-ask spread. When trading as principal, Schwab may also be holding the security in its own account prior to selling it to you and, therefore, may make (or lose) money depending on whether the price of the security has risen or fallen while Schwab has held it.

Schwab Personal Choice Retirement Account<sup>®</sup> (PCRA) is offered through Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer that also provides other brokerage and custody services to its customers.

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# View all your finances in one secure place

Retirement. Credit. Cash. Mortgage.



FOR ILLUSTRATIVE PURPOSES ONLY

As a part of your plan, your account dashboard gives you a real-time view of spending, saving, debt and more so you can track, manage and plan all your financial priorities in one place

## 1. Know your estimated monthly retirement income

- See what your retirement might look like and what percentage of your goal you're on track to reach.
- Adjust the sliders to see how changes affect your savings in real time.
- Put your savings in context.
- Make changes with just one click.

## 2. See and understand your net worth

Your net worth is a good measure of where you stand at a point in time. The more accounts you link, the clearer view you'll have of what you own (your assets) and what you owe (your liabilities).

## 3. Manage progress toward your goals

Your dashboard includes a progress meter and personalized next steps to help you reach your individual goals.

## 4. Easily and securely link other accounts

Advanced security measures are taken to protect your privacy and information and ensure your accounts can't be viewed by your employer or plan administrators.

## 5. Access an expanded financial toolbox

Designed to help you better plan and manage your finances, it includes a retirement planner, a savings planner, budgeting tools and more.

## Log in to your account and start linking accounts

Take advantage of all the tools available to you and link outside accounts to enjoy a 360° view of your finances.

It's easy to create your account if you haven't already.

- ▶ Log on and select *Register*.
- ▶ Choose the *I do not have a PIN* tab.

Click *Español* to view the website and receive your statements in Spanish.

For more help, call **800-338-4015**.

Representatives are available weekdays from 8 a.m. to 10 p.m. Eastern time and Saturdays from 9 a.m. to 5:30 p.m. Eastern time.

## View tips and best practices to protect yourself

See what you can do to help defend against cybersecurity threats. Visit **empowermyretirement.com** and click on the *Security Tips* link at the bottom of the page.



### Get the Empower mobile app and connect to your plan whenever, wherever

Accessing the site from your smartphone or tablet? Download the Empower app to view your account and link your financial life.

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Have questions? Looking for direction?

**Empower can help**





We want you to feel comfortable with how you are saving and investing in your retirement plan. To help, the plan offers you one-on-one investment advice from Empower consultants who will act in your best interest when providing recommendations to you.

This enhanced service supports your journey to and through retirement with consultations about your personal goals and financial strategy. Empower representatives can also give you general guidance and education on plan features every step of the way.

**Here's what we can help you with:**

- Investment options in your plan
- Your savings, debt and financial wellness
- Retirement account options if you change jobs or retire
- Consolidating your retirement plans into a single plan

*Consider all your options and their features and fees before moving money between accounts.*

➤ **Call 888-737-4480**

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GEN-CRD-WF-417176-0222(1551037) RO1972429-0122



**Incoming Direct Rollover  
401(k) Plan**

Do not complete the Investment Option Information portion of this form if you elected to have your account professionally managed by Empower Advisory Group, LLC ("EAG").

**etrailer Corporation Employee Profit Sharing Plan & Trust**

**370126-01**

**Participant Information**

Last Name			First Name			MI			Social Security Number											
<i>(The name provided MUST match the name on file with Service Provider.)</i>																				
Address - Number & Street												E-Mail Address								
City				State		Zip Code		Mo			Day			Year			<input type="checkbox"/> Female		<input type="checkbox"/> Male	
( )				( )				Date of Birth						<input type="checkbox"/> Married		<input type="checkbox"/> Unmarried				
Home Phone						Work Phone														

**Direct Rollover Information**

Current Plan Administrator must authorize by signing in the Required Signatures section.

Previous Plan Administrator must sign this form if Designated Roth Account is being directly rolled over.

I am choosing a:

- Direct Rollover, as allowed by your Plan, from a qualified:
  - 401(a) Plan
  - 401(k) Plan
    - Non-Roth: \$ \_\_\_\_\_ (all contributions and earnings, excluding Roth contributions and earnings)
    - Roth: \$ \_\_\_\_\_ (employee contributions and earnings)
  - Governmental 457(b) Plan
  - 403(b) Plan
    - Non-Roth: \$ \_\_\_\_\_ (all contributions and earnings, excluding Roth contributions and earnings)
    - Roth: \$ \_\_\_\_\_ (employee contributions and earnings)
- Direct Rollover from a Traditional IRA, as allowed by your Plan (Non-deductible contributions/basis may not be rolled over)

**Previous Provider Information:**

Company Name						Account Number											
Mailing Address												( )					
City/State/Zip Code						Phone Number											

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
M.I.

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Number

**Required Documentation**

If you are rolling over from an IRA, please provide a copy of the most recent account statement. If you are rolling over from an employer sponsored retirement plan, please provide a copy of the most recent account statement showing the Internal Revenue Code ("Code") plan type, plan name, and if applicable, Roth first contribution date and Roth contribution amounts.

**If you do not have this information on the statement, please have your Previous Plan Administrator complete the applicable fields below. Also provide the signature of the previous employer as Plan Administrator.**

The name of the distributing Plan is \_\_\_\_\_  
(hereinafter referred to as the "Plan"). The Plan Administrator of the Plan certifies to the best of their knowledge that:

(1) The Plan is designed or intended to be tax qualified under the Code and meets the requirements of a

Qualified 401(a) or 401(k) plan

403(b) Plan

457(b) for governmental plans

(2) The amounts are eligible for rollover as described in Code section 402(c).

(3) Employer/employee before-tax contribution and earnings: \$ \_\_\_\_\_

(4) After-tax contributions: \_\_\_\_\_

After-tax cost basis: \$ \_\_\_\_\_

After-tax cost earnings: \$ \_\_\_\_\_

12/31/86 after-tax cost basis: \$ \_\_\_\_\_

Note: Unless otherwise indicated, all amounts received will be considered employee before-tax contributions and earnings.

(5) For Rollovers from designated Roth accounts:

Roth first contribution date: \_\_\_\_\_

Roth contributions (no earnings): \_\_\_\_\_

Roth earnings: \_\_\_\_\_

(6) For In-plan Roth Transfers/Rollovers:

Roth recapture amount: \_\_\_\_\_

Roth recapture date(s): \_\_\_\_\_

Roth contributions (no earnings): \_\_\_\_\_

Roth earnings: \_\_\_\_\_

(7) Signature of previous employer:

I am authorized to sign as Plan Administrator of the previous employer.

Signature of "Plan Administrator" \_\_\_\_\_

Printed Name of "Plan Administrator" \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Last Name

First Name

M.I.

Social Security Number

Number

**Amount of Direct Rollover:** \$ \_\_\_\_\_ (Enter approximate amount if exact amount is not known.)

**Investment Option Information** - Please refer to your communication materials for investment option designations.

I understand that funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents. I will refer to the fund's prospectus and/or disclosure documents for more information.

Do not complete the Investment Option Information portion of this form if you elected to have your account professionally managed by Empower Advisory Group, LLC ("EAG").

Select either existing ongoing allocations (A) or your own investment options (B).

**(A) Existing Ongoing Allocations**

I wish to allocate this rollover the same as my existing ongoing allocations.

**(B) Select Your Own Investment Options**

**Please Note: For automatic dollar-cost averaging, call Client Service Department or access our Web site.**

INVESTMENT OPTION				INVESTMENT OPTION			
NAME	TICKER	CODE	%	NAME	TICKER	CODE	%
JPMorgan Investor Conservative Growth R6....	JFLJX	JFLJX	_____	Fidelity Low-Priced Stock.....	FLPSX	FLPSX	_____
Putnam Retirement Advantage Trst 2025 X.....	N/A	PTRX25	_____	Franklin Small-Mid Cap Growth R6.....	FMGGX	FMGGX	_____
Putnam Retirement Advantage Trst 2030 X.....	N/A	PTRX30	_____	Vanguard Mid Cap Index Fund - Admiral.....	VIMAX	VIMAX	_____
Putnam Retirement Advantage Trst 2035 X.....	N/A	PTRX35	_____	Victory Sycamore Established Value R6.....	VEVRX	VEVRX	_____
Putnam Retirement Advantage Trst 2040 X.....	N/A	PTRX40	_____	Franklin Rising Dividends R6.....	FRISX	FRISX	_____
Putnam Retirement Advantage Trst 2045 X.....	N/A	PTRX45	_____	Jensen Quality Growth I.....	JENIX	JENIX	_____
Putnam Retirement Advantage Trst 2050 X.....	N/A	PTRX50	_____	Sterling Capital Equity Income Inst.....	BEGIX	BEGIX	_____
Putnam Retirement Advantage Trst 2055 X.....	N/A	PTRX55	_____	Vanguard Large Cap Index Adm.....	VLCAX	VLCAX	_____
Putnam Retirement Advantage Trst 2060 X.....	N/A	PTRX60	_____	Vanguard LifeStrategy Growth Inv.....	VASGX	VASGX	_____
Putnam Retirement Advantage Trst Mat X.....	N/A	PTRXMT	_____	Amer Funds Conserv G/I Portfolio R6.....	RINGX	RINGX	_____
American Funds New World R6.....	RNWGX	RNWGX	_____	Permanent Portfolio.....	PRPFX	PRPFX	_____
First Eagle Overseas R6.....	FEORX	FEORX	_____	Vanguard LifeStrategy Cnsvr Gr Inv.....	VSCGX	VSCGX	_____
Oakmark International.....	OANIX	OANIX	_____	Vanguard LifeStrategy Moderate Growth.....	VSMGX	VSMGX	_____
Steward Global Equity Income Inst.....	SGISX	SGISX	_____	Vanguard Wellesley Income Adm.....	VWIAX	VWIAX	_____
Tweedy, Browne International Value.....	TBGVX	TBGVX	_____	DoubleLine Core Fixed Income I.....	DBLFX	DBLFX	_____
Vanguard Emerg Mkts Sel Stk Inv.....	VMMSX	VMMSX	_____	Guggenheim Total Return Bond Instl.....	GIBIX	GIBIX	_____
Vanguard Total Intl Stock Index Admiral.....	VTIAX	VTIAX	_____	Osterweis Strategic Income.....	OSTIX	OSTIX	_____
BlackRock Global Equity Mrkt Neutral K.....	BGCKX	BGCKX	_____	PIMCO Income Instl.....	PIMIX	PIMIX	_____
Cohen & Steers Real Estate Securities Z.....	CSZIX	CSZIX	_____	Vanguard High-Yield Corporate Adm.....	VWEAX	VWEAX	_____
First Eagle Gold R6.....	FEURX	FEURX1	_____	Vanguard Total Bond Market Index Admiral...	VBTLX	VBTLX	_____
Franklin Small Cap Growth R6.....	FSMLX	FSMLX	_____	Wasatch-Hoisington US Treasury.....	WHOSX	WHOSX	_____
FullerThaler Behavioral SmallCap Eq R6.....	FTHFX	FTHFX	_____	Key Guaranteed Portfolio Fund.....	N/A	KGPF	_____
Vanguard Small Cap Index Adm.....	VSMAX	VSMAX	_____	<b>MUST INDICATE WHOLE PERCENTAGES</b>			<b>= 100%</b>

**Participation Agreement**

**Empower Advisory Group, LLC** - If I have elected to have my account professionally managed by Empower Advisory Group, LLC and this form is submitted, my election to have my account professionally managed will override the investment allocation requested on this form until such time as I revoke or amend my election to have my account professionally managed.

**General Information** - I understand that only certain types of distributions are eligible for rollover treatment and that it is solely my responsibility to ensure such eligibility. By signing below, I affirm that the funds I am rolling are in fact eligible for such treatment. I authorize these funds to be transferred into my employer's Plan and to be invested according to the information specified in the Investment Option Information section. I understand and agree that this account is subject to the terms of the Plan Document.

If the investment option information is missing or incomplete, I authorize Service Provider to allocate the direct rollover assets ("assets") the same as my ongoing contributions (if I have an account established) or to the default investment option selected by my Plan (if I do not have an investment election on file). If no default investment option is selected by my Plan, the funds will be returned to the payor as required by law. If additional assets from the same provider are received more than 180 calendar days after Service Provider receives this Incoming Direct Rollover form (this "form"), I authorize Service Provider to allocate all monies received the same as my ongoing allocation election on file with Service Provider. I understand I must call the Voice Response System at 1-800-338-4015 or access Web site at empowermyretirement.com in order to make changes or transfer monies from the default investment option. If my initial rollover assets are received more than 1 year after Service Provider receives and approves this Incoming Direct Rollover form, I understand Service Provider will require the submission of a new form for approval. I understand that this completed form must be received by Service Provider at the address provided on this form.

I understand that the current Custodian/Provider may require that I furnish additional information before processing the transaction requested on this form, and Service Provider is not responsible for determining the status of any transaction that I have requested. It is entirely my responsibility to provide the current Custodian/Provider with any information that they may require, and/or to notify Service Provider of any information that the current Custodian/Provider may wish to obtain in order to effect the transaction.

Last Name

First Name

M.I.

Social Security Number

Number

**Withdrawal Restrictions** - I understand that the Internal Revenue Code and/or my employer's Plan Document may impose restrictions on direct rollovers and/or distributions. I understand that I must contact the Plan Administrator, if applicable, to determine when and/or under what circumstances I am eligible to receive distributions or make direct rollovers.

**Investment Options** - I understand and acknowledge that all payments and account values, when based on the experience of the investment options, may not be guaranteed and may fluctuate, and, upon redemption, shares may be worth more or less than their original cost. I acknowledge that investment option information, including prospectuses, disclosure documents and Fund Profile sheets, have been made available to me and I understand the risks of investing.

**Account Corrections** - I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter. After this 90 days, account information shall be deemed accurate and acceptable to me. If I notify Service Provider of an error after this 90 days the correction will only be processed from the date of notification forward and not on a retroactive basis.

**Outstanding Loan Balance** - An outstanding loan balance cannot be included in the direct rollover. However, you may pay off the outstanding loan balance before this direct rollover is submitted. After the loan is paid off, you may submit this direct rollover request. If you do not pay off the outstanding loan balance, you may direct rollover only the cash value (not including the loan) from the contract that has the outstanding loan.

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### Payment Instructions

#### Make check payable to:

Empower Trust Company, LLC

#### Include the following information on the check:

Participant Name, Social Security Number,  
Plan Number, Plan Name

#### Wire instructions:

Account of: Empower Trust Company, LLC

Bank: US Bank

Account no: 103656586049

Routing transit no: 102000021

Attention: Financial Control

Reference: Participant Name, Social Security Number,  
Plan Number, Plan Name

#### Regular mail address for the

#### check and form (if mailed together):

Empower Trust Company, LLC  
PO Box 561148  
Denver, CO 80256-1148

#### Overnight mail address for the

#### check and form (if mailed together):

US Bank  
10035 East 40th Avenue Suite 100  
Dept 1148  
Denver, CO 80238

Contact: Empower

Phone#: 1-855-756-4738

If sending the "form" only, please follow mailing instructions above. Funds received will not be invested unless accompanied by a completed Incoming Direct Rollover form. Funds will be invested on the day that both a completed Incoming Direct Rollover form and funds are received prior to market close. We will not accept hand delivered forms at Express Mail addresses.

**Required Signatures** - My signature indicates that I have read, understand the effect of my election and agree to all pages of this Incoming Direct Rollover form, including the Participant Acknowledgements. I affirm that all information provided is true and correct.

---

#### Participant Signature

---

#### Date

*A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.*

I acknowledge and agree that the Plan Administrator for the Previous Employer's plan is released from and the Plan Administrator for the Current Employer's Plan shall assume all obligations associated with any amounts transferred under this Incoming Direct Rollover form.

Participant forward to Plan Administrator

Plan Administrator forward as shown above in the Payment Instructions section

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#### Authorized Plan Administrator Signature

---

#### Date

*A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.*

#### For Current Employer's Plan

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#### Print Full Name

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