

# 401(k) Employee Welcome Guide

**2025 PLAN YEAR**



## RAE Corporation 401(k) Plan

### **Enrollment Assistance is Available**

Schedule a TeleWealth Meeting today!

Online: [www.tcgservices.com/telewealth](http://www.tcgservices.com/telewealth)

Advisor Hotline: 512-600-5204

# Welcome!

## Let's help you prepare for the retirement you deserve

While retirement planning can seem overwhelming when you first consider it, it's important to start saving as early as possible to make the most of your retirement savings and investments. Whether you're early on in your career or just a few years from retirement, there's plenty you can do to prepare.



This retirement planning guide will walk you through key elements of your 401(k) retirement saving plan available to you through your employer. Having a clear understanding of the plan and how it fits as part of your overall financial picture can help lead live comfortably when your working days are done.

### What's the risk in not planning early?

#### WORK LONGER

46%

of people plan to work part-time after retiring to maintain their standards of living<sup>1</sup>

#### DEPEND ON OTHERS

42%

of midlife adults (ages 40-64) are expected to provide financial support to their parents in the future<sup>2</sup>

#### HIGHER FINANCIAL STRESS

68%

of people feel stressed about not having enough money to retire<sup>3</sup>

#### INSUFFICIENT SAVINGS

40%

of workers don't have the necessary funds to retire<sup>4</sup>

**You don't have to do this alone. We're here to help.**

# General Information

## Who is TCG?

TCG is retirement plan administrator based in Austin, Texas. Your employer has chosen TCG as the primary retirement plan partner for administering the program. TCG will help manage any questions pertaining to your 401(k) retirement account and can help process loans, distributions, contribution changes, and more.

## How do I register for a new plan?

An account has been created on your behalf prior to your entry date. Please visit <https://retirement.tcgservices.com/>. Login using the following default credentials:

Username: Social Security number (no hypens)

Password: Date of birth (MMDDYYYY)

## How do I request a distribution or a loan?

Visit [www.tcgservices.com/documents](http://www.tcgservices.com/documents) for a list of all available plan forms and requirements. Please fill in the required information and send via fax to 888-989-9247 or by email to [info@tcgservices.com](mailto:info@tcgservices.com).

\*Please note that if a loan application is not available, it is because your plan does not permit loans.

## What are the eligibility requirements?

Eligibility for the plan depends on your status as an employee. Please review the Plan Design overview on the following page & the Summary Plan Description.

## Are there any vesting requirements?

The Plan's vesting requirements, if any, are provided on the Plan Design overview on the following page & the Summary Plan Description.

## How much can I contribute?

For 2024, you may contribute up to \$23,500, or up to \$31,000 if you are 50 or older.

## Important Contacts

Plan	Provider	Phone Number	Website
401(k) Plan & Login Assistance	TCG Administrators	(800) 943-9179	<a href="http://www.tcgservices.com">www.tcgservices.com</a>
Social Security	Social Security	(800) 772-1213	<a href="http://www.ssa.gov">www.ssa.gov</a>



## Looking for a Salary Agreement Reduction Form?

We have moved to a fully online-based enrollment system and no longer provide SRA forms.

Visit the pages below for steps on how to enroll.

Contact us at 800-943-9179 for assistance.



## 401(k) PLAN DESIGN OVERVIEW

Eligibility-Age Requirement	An employee who has attained Age 18
Eligibility-Service Requirement	There is no service requirement.
Entry Date	Entry into the plan is immediately after requirements above are met
Your Contributions	Regular Contributions: You may contribute between 100% of your eligible compensation on a Pretax or Roth after-tax basis (after subtracting all voluntary and mandatory deductions and withholdings) up to the 2025 IRS annual limit of \$23,500. Catch-up Contributions: If you're aged 50 or older, you may contribute up to \$7,500 in addition to the regular contributions described above; there is a company safe harbor match on catch-up contributions.
Automatic Contribution Arrangement	The plan has an Eligible Automatic Contribution Arrangement (EACA) that states that you will be automatically enrolled at a rate of 3% Pre-tax. You will be given a 90-day withdrawal period from your first automatic deferral*
Employer Contribution/s	Your employer will make a Safe Harbor Matching Contribution equal to 100% of the first 3%, plus 50% on the next 2% of your deferred compensation.
Vesting	You're always 100% vested in your own contributions, the Safe Harbor Matching Contribution, and rollover contributions. If your employer funds a profit-sharing contribution and you are eligible to receive it, it will follow a 5-year graded vesting schedule.
Hardships	Hardships are permitted for the following events: Certain expenses to repair casualty losses to a principal residence; Expenses to prevent being foreclosed on or evicted; Home-buying expenses for a principal residence; Up to 12 months' worth of tuition and fees; Burial or funeral expenses; Certain medical expenses
Loans	Only two outstanding loans are permitted at a time. The minimum loan amount is \$1,000, and the maximum loan amount is the lesser of \$50,000 or 50% of your account balance.

***\*Please review the Summary Plan Description for more information/details.***

# Retirement Planning 101

Depending on your desired retirement lifestyle, you may need anywhere from 60% to 100% of your current income to maintain your current standard of living. But this is only a general guideline. To determine your needs, begin by estimating your projected annual retirement expenses.

Use your current expenses as a starting point, but note that your expenses may change by the time you retire. If you're nearing retirement, the gap between your current expenses and your retirement expenses may be small. If retirement is many years away, the gap may be significant, and projecting your future expenses may be more difficult.

Remember to take inflation into account. The purchasing power of a dollar declines each year as prices rise. Keep in mind that your annual expenses may fluctuate.

Other expenses, such as health-related expenses, may increase in your later retirement years. A realistic estimate of your expenses will tell you about how much annual income you may need to live comfortably.

## Figure out how much you'll need to save

By the time you retire, you'll need a nest egg that will provide you with enough income to fill the gap left by your other income sources. But exactly how much is enough? The following questions may help you find the answer:

- o At what age do you plan to retire? The younger you retire, the longer your retirement will be, and the more money you'll need to carry you through it.
- o What kind of lifestyle do you hope to maintain during your retirement years?
- o What is your life expectancy?
- o What rate of growth can you expect from your savings now and during retirement? Be conservative when projecting rates of return.
- o Do you expect to dip into your principal? If so, you may deplete your savings faster than if you just live off investment earnings. Consider building in a cushion to guard against these risks.

## Calculate your Social Security benefit

If you've paid into Social Security, you will likely qualify for some type of retirement benefit. While this is extremely valuable, keep in mind you likely won't receive 100% of your pre-retirement income. This is why building additional savings through voluntary retirement plans is important to your financial health.

## Speak to a retirement planning professional

You don't have to figure things out on your own. For assistance calculating how much you will need to save to retire comfortably, schedule a free meeting with a Retirement Plan Specialist by visiting [www.tcgservices.com/telewealth](http://www.tcgservices.com/telewealth) or call 512-600-5304.



### Need help?

We're standing by to provide the assistance you need.

Schedule a free TeleWealth™ virtual meeting and a Retirement Plan Specialist will help you plan for life beyond your working years.

<https://tcgservices.com/telewealth/>



# Tax Benefits of Your Retirement Plan

Taxes can take a big bite out of your total investment returns, so it's encouraging to know that your employer-sponsored retirement savings plan may offer a variety of tax benefits. Depending on the type of plan your employer offers, you may be able to benefit from current tax savings.

## Traditional/Pre-Tax: For those who want lower taxes now

With pre-tax contributions, the money is deducted from your paycheck before taxes, which helps reduce your taxable income and the amount of taxes you pay now. In addition, any earnings made on pre-tax contributions grow on a tax-deferred basis. That means you don't have to pay taxes on any gains each year as you would in a taxable investment account.

However, those tax benefits won't go on forever. Any money withdrawn from a tax-deferred account is subject to ordinary income taxes, and if the withdrawal takes place prior to age 59½ (or in some cases, age 55), you may be subject to a 10% penalty on the total amount of the distribution, unless an exception applies.

## Roth: For those who prefer tax-free income later

On the other hand, contributing to a Roth account offers different benefits. Roth contributions are considered "after-tax," so you won't reduce the amount of current income subject to taxes.

However, distributions of Roth contributions are always tax-free because they were made on an after-tax basis. And distributions of earnings on those contributions are tax-free as long as they're qualified. Nonqualified distributions of earnings are subject to regular income taxes and a possible 10% penalty tax. If, at some point, you need to take a nonqualified withdrawal from a Roth account — due to an unexpected emergency, for example — only a portion of the total amount representing earnings will be taxable.

## Choosing Traditional or Roth

The decision of whether to contribute to a traditional pre-tax plan, a Roth plan, or both depends on your personal situation. If you think you'll be in a similar or higher tax bracket when you retire, you may find Roth contributions more appealing since qualified income from a Roth account is tax free.

However, if you think you'll be in a lower tax bracket in retirement, then contributing to a traditional pre-tax account may be more appropriate. A tax advisor can help you decide.

*Note: Not all employer plans qualify for Roth contributions. To learn if your employer offer Roth savings accounts, please visit [www.tcgservices.com/documents](http://www.tcgservices.com/documents).*

### Tax break now



#### Traditional/Pre-Tax

You get your tax break up front and pay no taxes on the money you put in until you withdraw it.

### Tax break later



#### Roth

The money you deposit has already been taxed. You pay no taxes when you make withdrawals after age 59½.

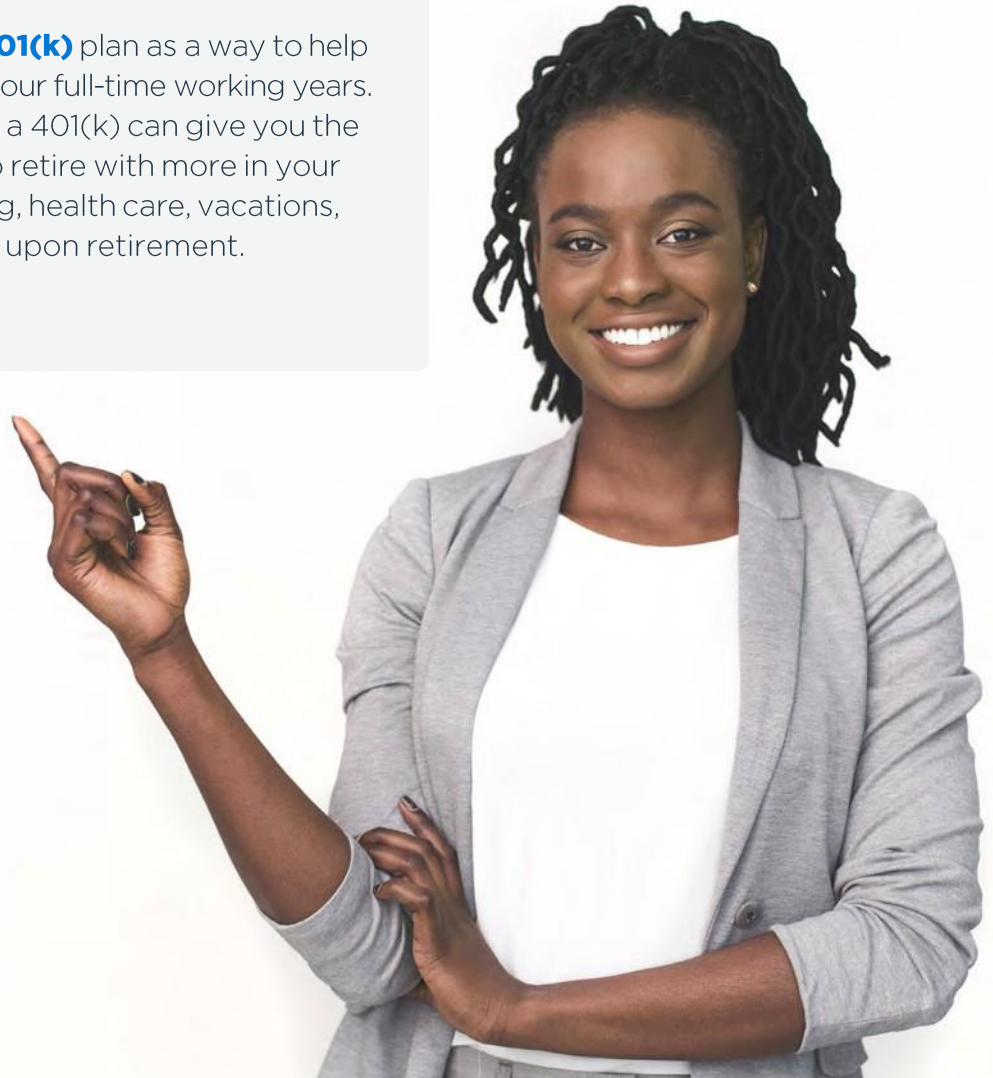




## 401(k) Retirement Plan

A 401(k) plan is a type of employer - sponsored retirement plan in which you can elect to defer receipt of some of your wages until retirement.

Your employer offers a **401(k)** plan as a way to help you save for life beyond your full-time working years. Contributing regularly to a 401(k) can give you the power and confidence to retire with more in your pocket and cover housing, health care, vacations, bills, and other expenses upon retirement.



# 401(k) Plan Details

Contributing in a 401(k) savings plan can help bring financial stability and security for life upon retirement. By participating, you can take advantage of tax savings, reduce your retirement income gap, and get one step closer to achieving financial independence. Getting started with a 401(k) is easy and takes only a few minutes.

## Plan Highlights

- o Fiduciary oversight over plan investments by HUB Investment Partners and an investment advisory committee
- o You decide how much to save (within federal limits) and how to invest your 401(k) money
- o Regular 401(k) contributions are made with pre-tax dollars. Earnings accrue tax deferred until you start making withdrawals, usually after retirement
- o Roth 401(k) contributions (if your plan allows them) are made with after-tax dollars; there's no upfront tax benefit, but distributions of your contributions are always tax free
- o 1:1 financial education sessions with Retirement Plan Specialists
- o In 2024, you may contribute up to \$23,500 (or \$31,000 if age 50+)
- o You may receive "free" money if your contributions are matched by your employer
- o Low, transparent fees
- o No surrender charges or hidden fees
- o No product commissions
- o You may qualify for a partial income tax credit

## Investment Options

The 401(k) plan offers a variety of investments to choose from. How do you know which ones may be right for your needs? And how much should you direct to each one? The keys to answering these questions are to understand your options and consider how they relate to your own personal circumstances. The following investment options are available in your 401(k) plan.

### Risk-Based Funds

Your plan offers various funds based on your desired risk tolerance and retirement readiness. Portfolios have different objectives with various degrees of risk-and-return potential. You can choose from low-risk/low-return to high-risk/high-return portfolios.

### Target Date Funds

Target date funds are an easy way to invest. You begin by picking a fund with a target year that is closest to the year you anticipate retiring. Investment professionals then handle adjusting the fund to be more conservative as you near retirement.

### Self Directed Options

If you are a hands-on type of investor, you can customize your own set of investment strategies based on your own risk profile. Please note this option is best left for experienced investors, so we recommend consulting with a professional for assistance.

If you need help choosing an investment strategy, please schedule a meeting with a Retirement Plan Specialist to review your individual situation. Get started at [www.tcgservices.com/telewealth](http://www.tcgservices.com/telewealth).



## **401(k) Enrollment**

### **401(k) Plan Enrollment Instructions**



#### **Finish enrolling in your account in minutes!**

1. Visit [www.tcgservices.com/login](http://www.tcgservices.com/login)
2. Select Group Retirement Plans and click Portal Login
3. Login using the following default credentials:  
Username: Social Security number (no hyphens)  
Password: Date of birth (MMDDYYYY)
4. You're set! Full account access is now yours!

*Note: If you're unsure about which investment option to select, please schedule TeleWealth\* virtual meeting at [www.tcgservices.com/telewealth](http://www.tcgservices.com/telewealth).*

### **More Resources**



#### **Video Tutorial**

Watch a video guide on how to enroll in a 401(k) plan and how to make plan elections.

**[Click here](#)**



#### **Summary Plan Description**

View important information about your plan and access key forms.

**[Click here](#)**



#### **1:1 Virtual Meeting**

Talk to a Retirement Plan Specialist\* who can help answer your questions.

**[Click here](#)**

# Rollover Options

## What are my rollover options if I leave my employer?

One of the important decisions you must make when leaving an employer is what to do with any open retirement accounts. Whether it is keeping the account as-is or rolling the funds into a new account, it is important for you to understand all your available options.

### Option 1: Leave money in previous employer's plan (if permitted)

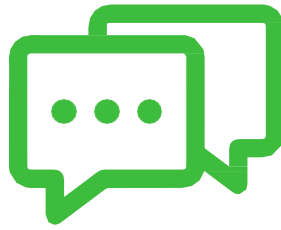
<b>Benefits:</b>	No immediate action is required. Earnings remain tax-deferred.
<b>Disadvantages:</b>	Can no longer contribute through payroll contribution. It's more complicated managing multiple plans from different employers.

### Option 2: Rollover your money to your new employer's plan

<b>Benefits:</b>	The plan remains tax-deferred; you can continue to contribute; your plans are now consolidated.
<b>Disadvantages:</b>	Requires paperwork and approvals; this process can be somewhat time-consuming

### Option 3: Rollover your money into an IRA

<b>Benefits:</b>	The plan remains tax-deferred; you may have access to more investment providers and investment options.
<b>Disadvantages:</b>	You cannot borrow money from these accounts.



# TeleWealth Virtual Assistance

We know planning for the future isn't easy. Retirement Plan Specialists are available to help review your options and assist in creating a plan for your retirement.

Get started at  
**[www.tcgservices.com/telewealth](http://www.tcgservices.com/telewealth)**  
or contact the Advisor Hotline at 512-600-5204

## IMPORTANT DISCLOSURES

Investment advisory services offered through HUB Investment Partners, an SEC registered investment advisor. Insurance Services offered through HUB International. Recordkeeper and Third Party Administrator services offered through TCG Administrators, a HUB International Company. FinPath is offered through RPW Solutions.

HUB International, owns and operates several other entities which provide various services to employers and individuals across the U.S.

Employees of HUB International may offer securities through partner Broker Dealers not affiliated with HUB. Employees of HUB International provide advisory services through both affiliated and unaffiliated Registered Investment Advisors (RIA). Global Retirement Partners, LLC, HUB Investment Advisors, HUB Investment Partners, Millennium Advisory Services, and Sheridan Road Advisors, LLC are wholly owned subsidiaries of HUB International.

This message is for informational purposes only and does not constitute an offer to sell, a solicitation to buy, or a recommendation for any security, or as an offer to provide advisory or other services in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful under the securities laws of such jurisdiction. All statements that are not historical facts are forward-looking statements, including any statements that relate to future market conditions, results, strategies, opportunities, positioning or prospects. Economic and market conditions change frequently, there can be no assurance that the trends described here will continue or that any forecasts are accurate. Remember all investing involves risk.

## CITATIONS

<sup>1</sup>Ghosh, P. (2021, May 6). A Third Of Seniors Seek To Work Well Past Retirement Age, Or Won't Retire At All, Poll Finds. Forbes. <https://www.forbes.com/sites/palashghosh/2021/05/06/a-third-of-seniors-seek-to-work-well-past-retirement-age-or-wont-retire-at-all-poll-finds/?sh=7ca8b79a6b95>

<sup>2</sup>Skufca, B. L. (2020, January 1). Midlife Adults Are Supporting Parents and Adult Children. AARP. <https://www.aarp.org/research/topics/economics/info-2020/midlife-adults-providing-financial-support-to-family-members.html>

<sup>3</sup>White, A. (2021, October 5). 77% of Americans are anxious about their financial situation—here's how to take control. CNBC. <https://www.cnbc.com/select/how-to-take-control-of-your-finance/>

<sup>4</sup>Americans expect to retire earlier than ever, but nearly 40% of retirees can't afford to take care of themselves for just one year. (2021b, October 4). Business Insider. <https://www.businessinsider.com/retirement-age-americans-cannot-afford-basic-care-one-year-study-2021-10?international=true&r=US&IR=T>

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# 2025 IRS Retirement Plan, IRA, & HSA Contribution Limits



**EFFECTIVE 01/01/2025**

The IRS has released the 2025 Annual Plan Limitations for defined contribution and defined benefit plans. 403(b), 457(b), & 401(k) elective deferral, catch-up, and other key limits for 2025 are listed below.

	2025 Limits	2024 Limits
Employee Elective Deferrals to 403(b), 457(b) and 401(k) Plans	<b>\$23,500</b>	<b>\$23,000</b>
Catch-Up Contributions (Age 50 or older) to 403(b), 457(b) and 401(k) Plans	<b>\$7,500</b>	<b>\$7,500</b>
Catch-Up Contributions (Ages 60 – 63 in 2025) to 403(b), 457(b) and 401(k) Plans	<b>\$11,250</b>	<b>n/a</b>
Annual Addition Dollar Maximum (applies to Employer-paid 401(a), 403(b) and 401(k) Plans)	<b>\$70,000</b>	<b>\$69,000</b>
Defined Benefit Dollar Maximum	<b>\$280,000</b>	<b>\$275,000</b>
Highly Compensated Employee Threshold (applies mainly to 401(k) Plans)	<b>\$160,000</b>	<b>\$155,000</b>
Key Employee Threshold (applies mainly to 401(k) Plans)	<b>\$230,000</b>	<b>\$220,000</b>
Annual Compensation Limits (used for retirement plan calculations)	<b>\$350,000</b>	<b>\$345,000</b>
Annual IRA Contribution Limit	<b>\$7,000</b>	<b>\$7,000</b>
IRA Catch-up Contribution Limit (age 50 and older)	<b>\$1,000</b>	<b>\$1,000</b>
Health Savings Accounts (HSA) Contribution Limits	<b>\$4,300 (Individuals) \$8,550 (Families)</b>	<b>\$4,150 (Individuals) \$8,300 (Families)</b>
Health Savings Accounts (HSA) Catch Up Contributions (Age 55 or older)	<b>\$1,000</b>	<b>\$1,000</b>

**For a complete list of 2025 limits, please visit the following link:**  
<https://www.irs.gov/pub/irs-drop/n-24-80.pdf>

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800-943-9179 | [www.tcgservices.com](http://www.tcgservices.com)



Investment advisory services offered through HUB Investment Partners LLC, an SEC registered investment advisor f/k/a TCG Advisors LLC. Insurance Services offered through HUB International. Recordkeeper and Third Party Administrator services offered through TCG Administrators, a HUB International Company. HUB International, owns and operates several other entities which provide various services to employers and individuals across the U.S.



# Retire on your Terms

## Online 401(k) Plan Tools at your Fingertips

At TCG, a HUB International company we leverage technology and dedicated customer service agents to help empower your financial success. We have listened to thousands of plan participants like you to bring industry-leading tools and resources.

### Our website helps you:

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- o Start, stop, and modify plan contributions
- o Review account balance
- o Request loans and distributions
- o Access statements, tax documents, and more

### ACCESS YOUR ONLINE ACCOUNT

✓ You have been pre-enrolled into our online system. Here's how to access your account:

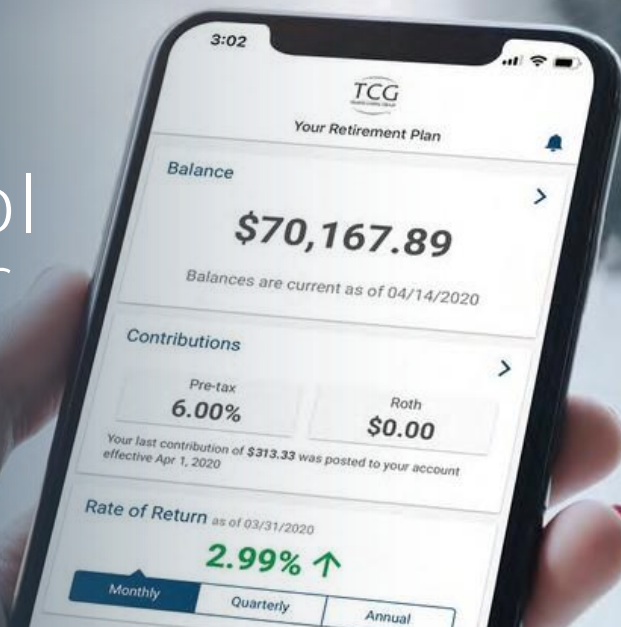
1. Visit [www.tcgservices.com/login](http://www.tcgservices.com/login)
2. Select Group Retirement Login
3. Login with the following default credentials:  
Username: Social Security number  
(no hypens)  
Password: Date of birth (MMDDYYYY)
4. Done! Full account access is now yours!

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Investment advisory services offered through HUB Investment Partners, an SEC registered investment advisor. Insurance Services offered through HUB International. HUB Investment Partners is a subsidiary of HUB International. Recordkeeper and Third Party Administrator services offered through TCG Administrators, a HUB International Company.



# Financial Control Right From your Fingertips



You can now manage your TCG group retirement account(s) conveniently and securely from anywhere using our mobile app. The most important information related to your account is always available 24/7 with friendly navigation menus.

Use the **TCG Retirement Plan** app to:

- » Check account balance
- » Adjust contribution rates
- » View investment performance
- » Receive alerts and important messages
- » ... and more!

Try it yourself! The app is available through both the Apple App Store and Google Play Store.



1. Launch [tcgservices.com/app](http://tcgservices.com/app) from your phone's internet browser or scan the QR code above.
2. Choose your device type to launch the app store and download the TCG Retirement Plan app.
3. Log in using your username and password. Accept all terms and conditions to get started.
4. You're done! Use the app anytime!

Note: If you were given default credentials by your employer or have not enrolled in a plan before, you must establish account access at [www.tcgservices.com](http://www.tcgservices.com).



## Additional Resources

- » Enroll in a new plan at [www.tcgservices.com/enroll](http://www.tcgservices.com/enroll)
- » Schedule a TeleWealth Virtual Financial Consultation at [www.tcgservices.com/telewealth](http://www.tcgservices.com/telewealth)



## Initial Notification of Mailed Delivery with Option for Electronic Delivery

Dear Plan Participant,

This letter is to inform you that certain retirement plan documents will be provided by mail as the default method. These documents include:

Category	Document Types
Notices & Reports	Summary Plan Descriptions, Summaries of Material Modifications, Summary Annual Reports, Fee Disclosures, Safe Harbor Notices, QDIA Notices, Blackout Notices
Statements	Account Statements

If you wish to view these documents electronically, you may do so by visiting our website at <https://tcgservices.com/documents/#/search-forms> and entering your employer's name in the search bar. The 2025 annual notices will be available in PDF format by February 2025. Documents may be removed after a year if replaced by newer versions. You will also receive an annual email with instructions for accessing these documents.

### How to Opt for Electronic Delivery

If you would like to switch to electronic delivery of documents, please:

1. Log into your account at <https://retirement.tcgservices.com/>.
2. Go to **Forms & Reports > Reports**.
3. Select "I elect to receive electronic notices and statements only, which I can view online".

### How to Request a Paper Copy

If you prefer a paper copy of any document, you can still request one at no cost by contacting your retirement plan administrator, typically found in the HR, Benefits, or Payroll departments.

**PLEASE REVIEW THIS INFORMATION CAREFULLY, IF YOU HAVE QUESTIONS CONCERNING ANY OF THIS INFORMATION, CONTACT TCG ADMINISTRATORS AT (800) 943-9179.**

TCG Administrators, a HUB International company  
900 South Capital of Texas Hwy, STE 350  
Austin, TX 78746

Toll Free: (800) 943-9179  
Fax: (888) 989-9247  
[www.tcgservices.com](http://www.tcgservices.com)



## RAE CORPORATION 401(K) PLAN

### SAFE HARBOR NOTIFICATION TO ELIGIBLE EMPLOYEES (includes Automatic Contribution Arrangement)

This is an annual notice and only applies to the Plan Year beginning on January, 1 2025.

This notice covers the following points:

- How much you can contribute to the Plan;
- Whether the Plan's Automatic Deferral feature applies to you;
- What amounts will be automatically taken from your pay and contributed to the Plan;
- What other amounts the Employer will contribute to the Plan for you; and
- When your Plan account will be vested (that is, not lost when you leave your job), and when you can receive a distribution of your Plan account.

You can find out more information about the Plan in the Plan's Summary Plan Description (SPD). You can obtain a copy of the SPD from the Administrator.

#### I. Employee deferral contributions

You are allowed to defer a portion of your compensation to the Plan. These amounts are referred to as deferrals and are held in an account for you. When you are permitted to take a distribution from the Plan, you will be entitled to all of your deferrals, as adjusted for any gains or losses. The type of compensation that may be deferred under the Plan is explained in the Section of the Summary Plan Description entitled "What compensation is used to determine my Plan benefits?" (this is in the Article entitled "COMPENSATION AND ACCOUNT BALANCE").

You may elect to defer an amount from your compensation each year instead of receiving that amount in cash. You may defer a percentage of your compensation. Such election will also apply to irregular pay.

Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The dollar limit may increase each year for cost-of-living adjustments. The Administrator will notify you of the maximum percentage you may defer.

If you are at least age 50 or will attain age 50 during a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

You may make either Regular 401(k) deferrals (pre-tax) or Roth 401(k) deferrals (after-tax). If you make Regular 401(k) deferrals, your deferrals are not subject to income tax until distributed from the Plan. If you make Roth 401(k) deferrals, your deferrals are subject to income tax at the time of deferral. The Roth 401(k) deferrals, however, are not taxed when you receive a distribution from the Plan. In addition, if the distribution of Roth 401(k) deferrals is considered "qualified," then the earnings on the deferrals will not be subject to income tax when distributed from the Plan. Distributions from your Roth accounts will be considered "qualified" only if the distribution is on account of attainment of age 59 1/2, death or disability, and the distribution must not occur prior to the end of the 5-year participation period that begins with the first taxable year for which you made a Roth 401(k) deferral to the Plan, or if earlier, the first taxable year for which you made a Roth 401(k) deferral to another Roth 401(k) plan or Roth 403(b) plan that you rolled over to this Plan. Both types of deferrals are subject to Social Security taxes at the time of deferral. Your Employer will deduct the Social Security taxes, and in the case of Roth 401(k) deferrals will deduct income taxes, from your remaining compensation.

**Automatic Deferrals.** The Plan includes an automatic enrollment feature known as an eligible automatic contribution arrangement ("EACA"). Under the EACA provisions of the Plan, **if you do not complete and return a salary deferral agreement**, then the Employer will automatically withhold a portion of your eligible compensation from your pay each payroll period and contribute that amount to the Plan as a Regular 401(k) deferral (the automatic amount is described below). If you wish to defer the Automatic Deferral amount, then you do not need to complete a salary deferral agreement. However, if you do not wish to defer any of your compensation, or you wish to defer an amount of compensation different from the Automatic Deferral amount, then you may make an election to do so. This election is made by submitting a salary deferral agreement to the Administrator, in accordance with the deferral procedures of the Plan, within a reasonable time after receipt of this notice, and before the occurrence of the first Automatic Deferral to which this notice applies. Your election will be effective as soon as the Administrator reasonably can implement your election after receipt. Your election will generally remain in effect unless and until you change it.

**Application of Automatic Deferral provisions.** Effective as of 09/01/2016, the Plan includes an automatic salary deferral feature. Your Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a Pre-Tax 401(k) deferral. The Automatic Deferral provisions apply to Employees whose employment commencement date (or reemployment commencement date) is 09/01/2016.

**Automatic Deferral provisions.** The following provisions apply to these Automatic Deferrals:

- As specified above, you may complete a salary deferral agreement to elect an alternative deferral amount or to elect not to defer under the Plan in accordance with the deferral procedures of the Plan.
- The amount to be automatically withheld from your pay each payroll period will be equal to 3% of your compensation.

**Limited right to withdraw Automatic Deferrals.** For a limited time, if your Employer automatically enrolled you and you did not want to participate in the Plan, you may elect to have the Plan distribute to you all of your prior Automatic Deferrals (adjusted for any earnings or losses). You may make this election on the form provided to you by the Administrator. You must make this election not later than 90 days after the first Automatic Deferral is taken from your compensation. If you elect to withdraw your Automatic Deferrals, then the entire amount, will be subject to income taxes, but you will not be subject to the 10% premature distribution penalty tax, even if you receive the distribution prior to age 59 1/2. Also, if you withdraw your prior Automatic Deferrals, then you will forfeit any matching contributions related to those Automatic Deferrals. If you take out Automatic Deferrals, then the Employer will treat you as having chosen to make no further contributions until you subsequently complete a salary deferral agreement.

## **II. Employer safe harbor contribution election**

To help you make an informed decision on the level of your own salary deferral contributions, if any, your Employer must inform you about the contributions it will make to the Plan. Your Employer has elected to make the contribution described below.

**Safe harbor matching contribution.** In order to maintain "safe harbor" status, your 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.

For purposes of calculating the safe harbor matching contribution, your compensation and deferrals will be determined on a payroll period basis.

## **III. Other Employer contributions**

In addition to the above, other contributions may be made to the Plan. You should review the Article of the SPD entitled "EMPLOYER CONTRIBUTIONS" for details regarding these other contributions.

## **IV. Suspension or reduction of safe harbor matching contribution.**

The Employer retains the right to reduce or suspend the safe harbor matching contribution under the Plan. If the Employer chooses to do so, you will receive a supplemental notice explaining the reduction or suspension of the safe harbor matching contribution at least 30 days before the change is effective. The Employer will contribute any safe harbor matching contribution you have earned up to that point. At this time, the Employer has no such intention to suspend or reduce the safe harbor matching contribution.

## **V. Vesting**

The following is a general explanation of the vesting provisions of the Plan. More details can be found in the Article of the SPD entitled "VESTING."

**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- salary deferrals including Roth 401(k) deferrals and "catch-up contributions"
- safe harbor contributions
- Employer matching contributions
- "rollover" contributions

**Vesting schedules.** Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

## Employer Profit Sharing Contributions

Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule. You will always, however, be 100% vested if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule Profit Sharing Contributions	
Years of Service	Percentage
1	20%
2	40%
3	60%
4	80%
5	100%

## VI. Distribution provisions

The Plan and law impose restrictions on when you may receive a distribution from the Plan. Below is general information on when distributions may be made under the Plan. See the SPD for more details, including details on how benefits are paid. Also, at the time you are entitled to receive a distribution, the Administrator will provide you with a notice explaining the rules regarding the taxation of the distribution.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it.

You may also withdraw money from the Plan from certain accounts if you have reached age 59 1/2 or if you have an immediate or heavy financial need. However, there are various rules and requirements that you must meet before any withdrawal is permitted. See the Article in the SPD entitled "DISTRIBUTIONS PRIOR TO TERMINATION" for more details.

You may withdraw money at any time from your "rollover account".

If you were/are: (i) a reservist or National Guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

## VII. Administrative procedures

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Administrator. You may elect to defer your salary as of your Entry Date. Such election will become effective as soon as administratively feasible. Your election will generally remain in effect unless and until you change it.

You are permitted to revoke your salary deferral election any time during the Plan Year. You may make any other modification as of each payroll period or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after received by the Administrator.

In addition to any other election periods provided above, you may make or modify a salary deferral election during the 30-day period immediately preceding the Plan Year for which this notice is being provided. For the Plan Year you become eligible to make deferrals, you may complete a salary deferral agreement during a 30-day period that includes the date you become eligible.

If you decide to stop any automatic election that is in effect, or to subsequently start or change your salary deferral, you must complete the salary deferral agreement and return it to the Administrator.

## VIII. Investments

**Right to direct investment/default investment.** You have the right to direct the investment of all of your accounts in any of the investment choices explained in the investment information materials provided to you.

We encourage you to make an investment election to ensure that amounts in the Plan are invested in accordance with your long-term investment and retirement plans. However, if you do not make an investment election, then the amounts that you could have elected to invest will be invested in a default investment that the Plan officials have selected. You will be provided with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

## IX. Employer's right to terminate Plan

Pursuant to the terms of the Plan, your Employer has the right, at any time, to terminate the Plan. Termination of the Plan will result in the discontinuance of all contributions to the Plan (including the safe harbor 401(k) contribution) with respect to any compensation you receive after the effective date of the termination. Termination of the Plan will not affect your right to receive any contributions you have accrued as of the effective date of the termination.

## **X. Additional information**

**This notice is not a substitute for the Summary Plan Description.** The provisions of the Plan are very complex and you should always look at the Summary Plan Description if you have any questions about the Plan. If, after reading the Summary Plan Description, you still have questions, contact the Administrator.

You may contact the Administrator at:

Contact: Jennifer Henson

Address: 4492 Hunt Street

Pryor, Oklahoma 74361

Telephone: 918-530-1902

**Where to go for further investment information.** You can obtain further investment information about the Plan's investment alternatives by contacting the Administrator as listed above.

## RAE Corporation 401(k) Plan

### QUALIFIED DEFAULT INVESTMENT ALTERNATIVE (QDIA) NOTICE

The purpose of this notice is to describe how your contributions and any contributions made on your behalf to the RAE Corporation 401(k) Plan (the “Plan”) will be invested, if you do not make an election as to how the Plan should invest the assets in your Plan account.

#### Right to Direct the Investment:

As a Participant or beneficiary in the Plan you have the right to direct the investments of the assets in your Plan account. You may elect to invest your account assets in any of the Plan’s available investment options. **If you do not make an investment election, or if your election does not equal 100% of your contributions to your Plan account, the Plan will automatically invest your account assets in the Plan’s Qualified Default Investment Alternative (QDIA).**

#### Qualified Default Investment Alternative

The Plan’s Qualified Default Investment Alternative is the **Nuveen Lifecycle Income Index Fund that corresponds with your Birth Year as shown below.**

Ticker	Fund Name	Age Range	Fees	Peer Group
MG6172	Nuveen Lifecycle Income Index 2010	1945 and earlier	0.02%	Target Date Fund
MG6173	Nuveen Lifecycle Income Index 2015	1946-1950	0.02%	Target Date Fund
MG6174	Nuveen Lifecycle Income Index 2020	1951-1955	0.02%	Target Date Fund
MG6175	Nuveen Lifecycle Income Index 2025	1956-1960	0.02%	Target Date Fund
MG6176	Nuveen Lifecycle Income Index 2030	1961-1965	0.02%	Target Date Fund
MG6177	Nuveen Lifecycle Income Index 2035	1966-1970	0.02%	Target Date Fund
MG6178	Nuveen Lifecycle Income Index 2040	1971-1975	0.02%	Target Date Fund
MG6179	Nuveen Lifecycle Income Index 2045	1976-1980	0.02%	Target Date Fund
MG6180	Nuveen Lifecycle Income Index 2050	1981-1985	0.02%	Target Date Fund
MG6181	Nuveen Lifecycle Income Index 2055	1986-1990	0.02%	Target Date Fund
MG6182	Nuveen Lifecycle Income Index 2060	1991-1995	0.02%	Target Date Fund
MG6183	Nuveen Lifecycle Income Index 2065	1996-present	0.02%	Target Date Fund



The attached Fact Sheet describe the risk, return and the applicable expenses of the QDIA. All of these funds are available investment options under the Plan. This Portfolio satisfies the requirements of a “qualified default investment alternative” under ERISA, as set forth in regulations issued by the Department of Labor (DOL). The QDIA is not intended to guarantee retirement income. You may lose money while your account is invested in the QDIA.

#### Other Investment Options

The Plan contains several investment funds, each with a different investment objective and risk. You may invest your entire account in one of the investment funds or divide your account among two or more investment funds. You may transfer all, or any portion of, your account balance from the QDIA to any other available investment alternative under the Plan. If you were defaulted in to the QDIA, such a transfer will not be subject to any restrictions or financial penalties (such as surrender charges, or liquidation, exchange and redemption fees). However, your investment in the QDIA will remain subject to certain operational fees and expenses that are charged on an ongoing basis.

#### Additional Information Available

To learn more about the available investments under the Plan, including additional information about the QDIA or the Plan’s other investment alternatives, please visit [www.tcgservices.com](http://www.tcgservices.com) or contact the Investment Advisor:

HUB Investment Partners, LLC  
900 S. Capital of TX Hwy Suite 350  
Austin, TX 78746  
(512) 306-9939

**THIS NOTICE DOES NOT CONSTITUTE INVESTMENT ADVICE. CAREFULLY READ THE PROSPECTUS AND OTHER DISCLOSURES FOR EACH INVESTMENT BEFORE INVESTING. IF YOU ARE SEEKING INVESTMENT ADVICE, PLEASE CONSULT A PROFESSIONAL FINANCIAL OR INVESTMENT ADVISOR.**

## QDIA: Nuveen Lifecycle Income Index Series

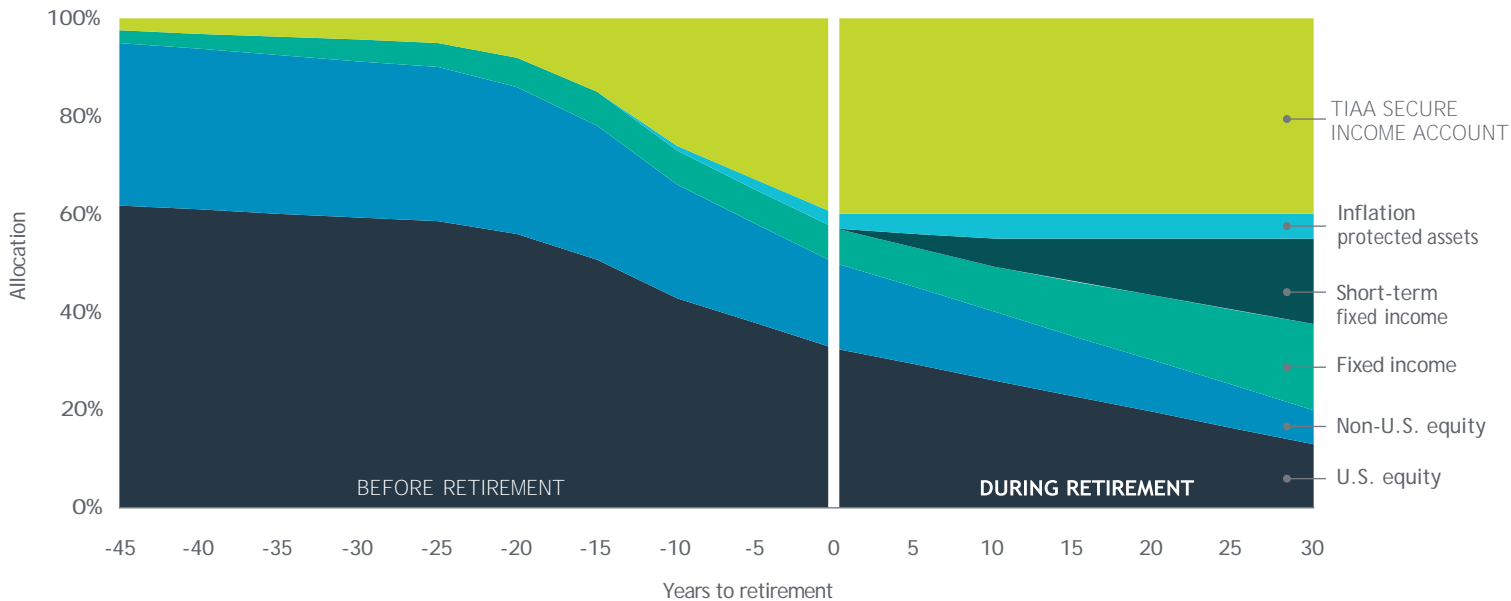
### What are Target Date Funds?

Target date funds (also commonly referred to as “lifecycle funds,” “retirement funds” and “age-based funds”) are managed based on the specific retirement year (target date) and assumes an estimated retirement age of approximately 67. In addition to age or retirement date, investors should consider factors such as their risk tolerance, personal circumstance and complete financial situation before choosing to invest in a target date fund.

### Glidepath Strategy

The Fund’s glidepath, the planned progression of asset allocation changes over time, has been structured with the objective of maximizing risk-adjusted outcomes by investing in a diversified portfolio of equity and fixed income index investments along with the TIAA Secure Income Account.

### Investment glidepath



Birth Year	1996 - Present	1991 - 1995	1986 - 1990	1981 - 1985	1976 - 1980	1971 - 1975	1966 - 1970	1961 - 1965	1956 - 1960	1951 - 1955	1946 - 1950	Earlier - 1945
Target Fund	Nuveen Lifecycle Income Index 2065	Nuveen Lifecycle Income Index 2060	Nuveen Lifecycle Income Index 2055	Nuveen Lifecycle Income Index 2050	Nuveen Lifecycle Income Index 2045	Nuveen Lifecycle Income Index 2040	Nuveen Lifecycle Income Index 2035	Nuveen Lifecycle Income Index 2030	Nuveen Lifecycle Income Index 2025	Nuveen Lifecycle Income Index 2020	Nuveen Lifecycle Income Index 2015	Nuveen Lifecycle Income Index 2010
CUSIPs	67077A443	67077A450	67077A468	67077A476	67077A484	67077A492	67077A518	67077A526	67077A534	67077A542	67077A559	67077A567
Net expense	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%

Note: CUSIPs and expenses are based on Founders Class units. The target date fund assumes retirement at approximately age 67 and contributions beginning at approximately age 22. Each target date fund should not be selected solely based on age or retirement date. Before investing, participants should carefully consider the fund’s investment objectives, risks, charges and expenses, as well as their age, anticipated retirement date, risk tolerance, other investments owned, and planned withdrawals. The table above is educational and not provided as investment advice.

## Nuveen Lifecycle Income Index Series

The Lifecycle Income Index Series offers the opportunity for guaranteed lifetime income using the TIAA Secure Income Account, a fixed annuity component of the Fund. As this is an underlying Fund asset, transfers or withdrawals out of each Fund will reduce the amount available for participants to elect to convert to lifetime income.

### Why partner with Nuveen Retirement Investing?

#### STEADY

We leverage our expertise and deep history of proven investment performance with a wide range of forward-thinking retirement strategies.

#### SIMPLE

We deliver simple and flexible retirement solutions for how today's generations live, work and retire — making it easy for plan sponsors, advisors and participants. They include target date funds, real estate, responsible investing and guaranteed lifetime income options.

#### SECURE

A secure lifetime income option fueled by TIAA strives to deliver confident on-time retirements. This recent innovation — or pension reinvention — is just the latest in Nuveen's 125-year history of shaping financial futures.

### Let us help you lead in lifetime income.



[nuveen.com/lifetimeincome](https://nuveen.com/lifetimeincome)



[retirement@nuveen.com](mailto:retirement@nuveen.com)



888.842.5433

This material is not intended to be a recommendation or investment advice, does not constitute a solicitation to buy, sell or hold a security or an investment strategy, and is not provided in a fiduciary capacity. The information provided does not take into account the specific objectives or circumstances of any particular investor, or suggest any specific course of action.

#### Risk Considerations

Investing involves risk; principal loss is possible. There is no guarantee the Nuveen Lifecycle Income Index Series ("CIT Index Series") investment objectives will be achieved. The CIT Index Series are funds of funds subject to the risks of their underlying funds in proportion to each CIT Index Series Fund's allocation. Underlying funds invest primarily in stocks and bonds. Large cap stocks may grow more slowly than the overall market. Growth stocks and stocks issued by smaller companies are more volatile than other stocks. Bonds lose value when the issuer is unable to make interest and principal payments when due or otherwise faces a decline in its credit quality. They experience volatility when interest rates fluctuate. Rising interest rates can cause bond prices to fall. Declining interest rates can cause bond income to fall. Non-U.S. investments involve risks including currency fluctuation, political and economic instability, and lack of liquidity and differing legal and accounting standards. These risks are magnified in emerging markets.

The target date is the approximate date when investors plan to start withdrawing their money. The principal value of the CIT Index Series is not guaranteed at any time, including at the target date.

TIAA Secure Income Account is a fixed annuity product issued through this contract by Teachers Insurance and Annuity Association of America (TIAA), New York, NY, 10017. Form series including but not limited to: TIAA-STDFA-001-NUV and related state specific versions. Any guarantees under annuities issued by TIAA are subject to TIAA's claims-paying ability.

Diversification does not assure a profit or protect against loss.

SEI Trust Company (the "Trustee") serves as the Trustee of the Nuveen/SEI Trust Company Investment Trust (the "Trust") and maintains ultimate fiduciary authority over the management of, and the investments made, in the Lifecycle Income Index CIT series. Each Fund is part of the Trust operated by the Trustee. The Trustee is a trust company organized under the laws of the Commonwealth of Pennsylvania and wholly owned subsidiary of SEI Investments Company (SEI). The CIT Index Series Trust are managed by the Trustee, based on the investment advice of Nuveen Fund Advisors, LLC, the investment adviser to the Trust and Nuveen Asset Management, LLC as investment sub-adviser to the Trust.

The CIT Index Series are funds for the collective investment of assets of eligible participating tax qualified pension and profit sharing plans and related trusts, and governmental plans as more fully described in the Declaration of Trust. As bank collective investment trusts, the CIT Index Series Trust is exempt from registration as an investment company.

A plan fiduciary should consider each CIT Index Series objectives, risks, and expenses before investing. This and other information can be found in the CIT Index Series Disclosure Memoranda. The Trust is not a mutual fund, and its units are not registered under the Securities Act of 1933, as amended, or the applicable securities laws of any state or other jurisdiction. Please refer to [nuveen.com/CIT](https://nuveen.com/CIT) for more information.

The investment advisory services, strategies and expertise are provided by Nuveen Fund Advisors, LLC and Nuveen Asset Management, LLC. Nuveen Securities, LLC, member FINRA and SIPC.

**RAE CORPORATION 401(K) PLAN**  
**SUMMARY PLAN DESCRIPTION**

## TABLE OF CONTENTS

### INTRODUCTION TO YOUR PLAN

What kind of Plan is this? .....	1
What information does this Summary provide? .....	1

### ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan? .....	1
What happens if I'm a Participant, terminate employment and then I'm rehired? .....	2

### ARTICLE II EMPLOYEE CONTRIBUTIONS

What are salary deferrals and how do I contribute them to the Plan? .....	2
What are "rollover" contributions? .....	3

### ARTICLE III EMPLOYER CONTRIBUTIONS

What is the safe harbor contribution? .....	4
What is the Employer matching contribution and how is it allocated? .....	4
What is the Employer profit sharing contribution and how is it allocated? .....	4
How is my service determined for allocation purposes? .....	4
What are forfeitures and how are they allocated? .....	5

### ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits? .....	5
Is there a limit on the amount of compensation which can be considered? .....	5
Is there a limit on how much can be contributed to my account each year? .....	6
How is the money in the Plan invested? .....	6
Will Plan expenses be deducted from my account balance? .....	6

### ARTICLE V VESTING

What is my vested interest in my account? .....	6
How is my service determined for vesting purposes? .....	7
What service is counted for vesting purposes? .....	7
What happens to my non-vested account balance if I'm rehired? .....	8
What happens if the Plan becomes a "top-heavy plan"? .....	8

### ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS

Can I withdraw money from my account while working? .....	8
Can I withdraw money from my account in the event of financial hardship? .....	9

### ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan? .....	9
---	---

What happens if I terminate employment before death, disability or retirement? .....	10
What happens if I terminate employment at Normal Retirement Date? .....	10
What happens if I terminate employment due to disability? .....	10
How will my benefits be paid to me?.....	10

## **ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH**

What happens if I die while working for the Employer?.....	11
Who is the beneficiary of my death benefit? .....	11
How will the death benefit be paid to my beneficiary? .....	11
When must the last payment be made to my beneficiary?.....	12
What happens if I'm a Participant, terminate employment and die before receiving all my benefits? .....	12

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

What are my tax consequences when I receive a distribution from the Plan? .....	12
Can I elect a rollover to reduce or defer tax on my distribution? .....	12

## **ARTICLE X LOANS**

Is it possible to borrow money from the Plan? .....	13
What are the loan rules and requirements? .....	13

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

Are my benefits protected? .....	14
Are there any exceptions to the general rule? .....	14
Can the Plan be amended? .....	14
What happens if the Plan is discontinued or terminated? .....	14
How do I submit a claim for Plan benefits? .....	14
What if my benefits are denied? .....	15
What is the Claims Review Procedure?.....	16
What are my rights as a Plan Participant? .....	17
What can I do if I have questions or my rights are violated? .....	18

## **ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN**

Plan Name.....	18
Plan Number .....	18
Plan Effective Dates .....	18
Other Plan Information .....	18
Employer Information .....	19
Administrator Information .....	19
Plan Trustee Information and Plan Funding Medium .....	19



## **RAE CORPORATION 401(K) PLAN**

### **SUMMARY PLAN DESCRIPTION**

#### **INTRODUCTION TO YOUR PLAN**

##### **What kind of Plan is this?**

RAE Corporation 401(k) Plan ("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.

##### **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 Summary, your 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 Administrator or other Plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the 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 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). Your Employer may also amend or terminate this Plan. Your Employer will notify you if the provisions of the Plan that are described in this SPD change.

**Types of contributions.** The following types of contributions may be made under this Plan:

- Employee salary deferrals including Roth 401(k) deferrals
- Employer safe harbor contributions
- Employer matching contributions
- Employer profit sharing contributions
- Employee "rollover" contributions

#### **ARTICLE I PARTICIPATION IN THE PLAN**

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

Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the 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:

- leased employees
- interns
- Manufacturing Interns

**Eligibility conditions.** You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.

**Entry Date.** Your Entry Date will be the date on which you satisfy the eligibility requirements.

### **Safe Harbor Contributions**

Participants who are eligible to make salary deferrals to the Plan are eligible for the safe harbor contribution described in the Article entitled "Employer Contributions" in this SPD.

### **Long-Term Part-Time Employees**

You will be considered to be a Long-Term Part-Time (LTPT) Employee if you are a part-time employee who has not entered the Plan as a regular participant, but who is credited with at least three consecutive years beginning after December 31, 2020, with at least 500 Hours of Service in each year, and you have attained age 21. If you enter the Plan as an LTPT Participant and you later satisfy the normal eligibility requirements, you will participate thereafter as a regular participant. As an LTPT Participant, you will be credited with a Year of Service for each year in which you are credited with more than 500 Hours of Service.

LTPT Participants are eligible for the following contribution types:

- Pre-tax deferrals
- Roth 401(k) deferrals

You are subject to the automatic deferral provisions under the Plan.

Your Entry Date as an LTPT Participant for all Plan purposes will be the first day of the first month or the first day of the seventh month of the Plan Year coincident with or next following the date you meet the requirements to be an LTPT Employee.

The following Employees will not be considered LTPT Participants:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan
- certain nonresident aliens who have no earned income from sources within the United States

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

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

## **ARTICLE II EMPLOYEE CONTRIBUTIONS**

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

**Salary 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 a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) 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 401(k) deferrals.** If you elect to make Pre-Tax 401(k) 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 401(k) 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 401(k) deferrals.** If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most 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 Administrator. You may elect to defer a portion of your salary as of your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Administrator. Your election will generally remain in effect until you modify or terminate it.

**Deferral modifications.** You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make any other modification as of each payroll period or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after it is received by the Administrator.

**Deferral Limit.** As a Participant, you may elect to defer an amount from your compensation each year instead of receiving that amount in cash. You may defer a percentage of your compensation. Such election will also apply to irregular pay.

Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2023 is \$22,500. After 2023, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit. The Administrator will notify you of the maximum percentage you may defer.

**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 as of the January 1st of 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 2023 is \$7,500. After 2023, the maximum may increase for cost-of-living adjustments.

**Automatic Deferral.** Effective as of 09/01/2016, the Plan includes an automatic salary deferral feature. Your Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a Pre-Tax 401(k) deferral. The Automatic Deferral provisions apply to Employees whose employment commencement date (or reemployment commencement date) is 09/01/2016.

**Automatic Deferral provisions.** The following provisions apply to these Automatic Deferrals:

- You may complete a salary deferral agreement to elect an alternative deferral amount or to elect not to defer under the Plan in accordance with the deferral procedures of the Plan. Your election will generally remain in effect until you modify or terminate it. If your Employer automatically enrolled you and you did not want to participate in the Plan, then your Employer can refund your deferrals to you within 90 days of the first automatic deferral provided you notify your Employer within a reasonable period of time prior to the end of the 90 day period.
- The amount to be automatically withheld from your pay each payroll period will be equal to 3% of your compensation.

Contact the Administrator if you have any questions concerning the application of Automatic Deferrals.

**Annual dollar limit.** You should also 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 salary 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 salary deferral amounts and "catch-up contributions" 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 Administrator not 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 your Employer maintains, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings to you by April 15th.

**Allocation of deferrals.** The Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

**Distribution of deferrals.** The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD.

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

**Rollover contributions.** At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" contribution and may result in tax savings to you. You may ask the 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" contribution 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.

### ARTICLE III EMPLOYER CONTRIBUTIONS

In addition to any deferrals you elect to make, your 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 contribution 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. If your Employer elects to satisfy the "safe harbor" rules, then 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 your Employer commits to making certain contributions described below. This commitment to make contributions enables your 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, your 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 the safe harbor matching contribution, your compensation and deferrals will be determined on a payroll period basis.

#### What is the Employer matching contribution and how is it allocated?

**Flexible Discretionary Matching contribution.** Your Employer may make a discretionary matching contribution equal to a percentage of your salary deferrals. Each year, your Employer will determine the amount of Flexible Discretionary Match percentage and the Employer is required to provide a separate notice no later than 60 days after the last match payment is made for the Plan Year.

**Limit on matching contribution.** Regardless of the preceding, the discretionary matching contribution in any Plan Year will not exceed 4% of your compensation.

**Allocation conditions.** You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

#### What is the Employer profit sharing contribution and how is it allocated?

**Profit sharing contribution.** Each year, your Employer may make a discretionary profit sharing contribution to your account.

**Allocation conditions.** In order to share in the profit sharing contribution for a Plan Year, you must satisfy the following conditions:

- If you are employed on the last day of the Plan Year, you will share if you completed at least 1000 Hours of Service during the Plan Year.
- If you terminate employment (not employed on the last day of the Plan Year), you will not share regardless of the amount of service you completed during the Plan Year.
- You will share in the profit sharing contribution for the year regardless of the amount of service you completed during the Plan Year in the year of your death, disability or termination of employment after Normal Retirement Age. This waiver of allocation conditions will only apply once during your employment history with the Employer (e.g., if you retire, are rehired and then retire again, the waiver only applies to your initial retirement).

#### How is my service determined for allocation purposes?

**Hour of Service.** You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

#### **What are forfeitures and how are they allocated?**

**Definition of forfeitures.** In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a Participant terminates employment before being fully vested, then the non-vested portion of the Terminated Participant's account balance remains in the Plan and is called a forfeiture.

**Allocation of forfeitures.** The Employer may use forfeitures to pay Plan expenses. In some cases, remaining forfeitures will be used to reduce Employer contributions.

### **ARTICLE IV COMPENSATION AND ACCOUNT BALANCE**

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

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. In addition, salary reductions to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included in Compensation. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply under the Plan.

#### **All Contributions**

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

- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits will be excluded.
- compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- overtime will be excluded.
- bonuses will be excluded.
- commissions will be excluded.
- compensation paid by an Affiliated Employer that has not adopted this Plan will be excluded.
- Vacation pay, Double overtime pay, Paid time off, Holiday pay, Bereavement pay, Jury duty pay, Health insurance pay, Short term disability, Auto allowance, Housing allowance, Moving expenses
- compensation paid after you terminate employment 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 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 2023 is \$330,000. After 2023, 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 (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 2023, this total cannot exceed the lesser of \$66,000 or 100% of your annual compensation. After 2023, 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 directed investments.** You will be able to direct the investment of your entire interest in the Plan. The 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 Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The 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 Section 404(c), then the fiduciaries of the Plan, including your Employer, the Trustee(s) and the 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.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your 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 your Employer, the 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 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?**

**Expenses allocated to all accounts.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are 100 Participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

**Terminated employee.** After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

## **ARTICLE V VESTING**

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

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.



**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- salary deferrals including Roth 401(k) deferrals and "catch-up contributions"
- safe harbor contributions
- Employer matching contributions
- "rollover" contributions

**Vesting schedules.** Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

#### **Employer Profit Sharing Contributions**

Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule. You will always, however, be 100% vested in your profit sharing contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule Profit Sharing Contributions	
Years of Service	Percentage
1	20%
2	40%
3	60%
4	80%
5	100%

#### **Special Vesting Provisions**

- Prior to 9/1/2016, Employer match subject to a 6 year graded vesting schedule.

#### **How is my service determined for vesting purposes?**

**Year of Service.** To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during a Plan Year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

**Hour of Service.** You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

#### **What service is counted for vesting purposes?**

**Service with the Employer.** In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain

leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year Break in Service rule.** The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

**Service with another Employer.** For vesting purposes, your Years of Service with Digi Security Systems, LLC and Honeycutt Acquisitions, LLC will be counted.

**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 Administrator for further details.

#### **What happens to my non-vested account balance if I'm rehired?**

If you have no vested interest in the Plan when you leave, your account balance will be forfeited. However, if you are rehired before incurring five 1-Year Breaks in Service, your account balance as of your termination date will be restored, unadjusted for any gains or losses.

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-Year Breaks in Service.

If you received a distribution of your vested account balance and are rehired, you may have the right to repay this distribution. If you repay the entire amount of the distribution, your Employer will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of reemployment, or, if earlier, before you incur five 1-Year Breaks in Service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

#### **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 your 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 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:

- Your 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 AND HARDSHIP DISTRIBUTIONS**

#### **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 and will be made in accordance with the forms of distributions available under the Plan.

**Conditions and limitations.** Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 59 1/2

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 Administrator if you need more details.

**Qualified reservist distributions.** If you were/are: (i) a reservist or national guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable

to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

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

**Hardship distributions.** You may withdraw money for 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 at retirement.

**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) previously incurred by you, your spouse or your dependents or necessary for you, your spouse or your dependents to obtain medical care.
- 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 yourself, your spouse or your dependents.
- 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 other dependents.
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code 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.

**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 retirement 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.

### **ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

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

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination and Hardship Distributions" for a further explanation.)

**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 Administrator for further details.

#### **What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

**Treatment of "rollover" contributions for consent to distribution.** In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your "rollover account" will be considered as part of your benefit.

#### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan once you attain your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

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

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

**Payment of benefits.** If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **How will my benefits be paid to me?**

**Forms of distribution.** If 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 determining whether your vested account balance exceeds the \$5,000 threshold, "rollover" contributions (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If 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
- partial withdrawals
- an annuity - periodic payments over your life (or your life and the life of your spouse or beneficiary). However, you may only select an annuity distribution according to the following: A balance invested in the TIAA Secure Income Account, or similar TIAA products, within the TCG-HUB Models can be used to fund the annuity form of payment offered by TIAA. It is permissible for an additional balance to be used to fund the annuity form of payment offered by TIAA, as long as a portion of the total account balance is invested in the TIAA Secure Income Account, or similar TIAA products, within the TCG-HUB Models, or funds as approved by the administrator.

**Optional form of distribution.** Our Plan provides for annuities as an optional form of distribution. An annuity generally provides for payments for your life, and, in some cases for the life of your spouse. The value of the annuity never exceeds the value of your vested account balance under the Plan. If you are married for at least one year and you wish to receive a distribution in the form of an

annuity, the annuity must be based on your life and the life of your spouse unless you obtain your spouse's consent to elect an annuity over only your life or in some other form.

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. 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 were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). 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 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or retire. You should contact the Administrator if you think you may be affected by these rules.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash only, except for the following: Participant loans.

## **ARTICLE VIII BENEFITS AND 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?**

**Married Participant.** If you are married for at least one year at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED FOR AT LEAST ONE YEAR) 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 NONSPOUSE BENEFICIARY.

If you are married for at least one year and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

**Unmarried Participant.** If you are not married (or not married for at least one year), you may designate a beneficiary on a form to be supplied to you by the Administrator.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

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

- (a) your surviving spouse (if you are married for at least one year)
- (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 heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

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

**Form of distribution.** 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
- partial withdrawals
- an annuity - periodic payments over the life of your spouse or beneficiary. However, you may only select an annuity distribution according to the following: A balance invested in the TIAA Secure Income Account, or similar TIAA products, within the TCG-HUB Models can be used to fund the annuity form of payment offered by TIAA. It is permissible for an additional balance to be used to fund the annuity form of payment offered by TIAA, as long as a portion of the total account balance is invested in the TIAA Secure Income Account, or similar TIAA products, within the TCG-HUB Models, or funds as approved by the administrator.

### **When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

Effective after December 31, 2019, the law now requires complete distributions to some beneficiaries of deceased participants within 10 (instead of 5) years after death. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five years after your death.

Distributions must generally begin by April 1 of the calendar year following the year you turn age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or, in some cases, when you retire, if later. For more information, see IRS Publication 590-B.

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Administrator.

### **What happens if I'm a Participant, terminate employment and die before receiving all my benefits?**

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

## **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 Roth 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 and 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 our Plan) and ending on the last day of the calendar year that is 5 years later.

**Qualified reservist distributions.** If you were/are: (i) a reservist or National Guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

### **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:

**60-day rollover.** The rollover of 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 transfer option described below would be the better choice.

**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. A direct transfer will result in no tax being due 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.** If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and 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. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the 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 expenses associated with the IRA.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE 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, you may request a Participant loan from all your accounts using an application form provided by the Administrator. Your ability to obtain a Participant loan depends on several factors. The Administrator will determine whether you satisfy these factors.

### **What are the loan rules and requirements?**

There are various rules and requirements that apply to any loan, which are outlined in this question. In addition, your Employer has established a written loan program which explains these requirements in more detail. You can request a copy of the loan program from the Administrator. Generally, the rules for loans include the following:

- Loans are available to Participants on a reasonably equivalent basis. Each loan requires an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan. All loan applications will be considered by the Administrator within a reasonable time after the Participant applies for the loan. The Administrator may request that you provide additional information to make a determination.
- All loans must be adequately secured. You must sign a promissory note along with a loan pledge. Generally, you must use your vested interest in the Plan as security for the loan, provided the outstanding balance of all your loans does not exceed 50% of your vested interest in the Plan. In certain cases, the Administrator may require you to provide additional collateral to receive a loan.
- You will be charged an interest rate equal to 2% above the prime rate. The interest rate will be fixed for the duration of the loan.
- Loan refinancing is not permitted.
- If approved, your loan will provide for level amortization with payments to be made not less frequently than quarterly. Generally, the term of your loan may not exceed five (5) years. However, if the loan is for the purchase of your principal residence, the Administrator may permit a longer repayment term. Generally, the Administrator will require that you repay your loan by agreeing to either payroll deduction, payment by ACH (automated clearing house system for electronic funds transfer) or payment by check. If you have an unpaid leave of absence or go on military leave while you have an outstanding loan, please contact the Administrator to find out your repayment options.
- All loans will be considered a directed investment of your account under the Plan. All payments of principal and interest by you on a loan will be credited to your account.
- The amount the Plan may loan to you is limited by rules under the Internal Revenue Code. Any new loans, when added to the outstanding balance of all other loans from the Plan, will be limited to the lesser of:
  - (a) \$50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date of the new loan over your current outstanding balance of loans as of the date of the new loan; or

(b) 1/2 of your vested interest in the Plan.

- No loan in an amount less than \$1000 will be made.
- The maximum number of Plan loans that you may have outstanding at any one time is 2.
- If you fail to make payments when they are due under the terms of the loan, you will be considered to be "in default." The Administrator will consider your loan to be in default if any scheduled loan repayment is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. The Plan would then have authority to take all reasonable actions to collect the balance owed on the loan. This could include filing a lawsuit or foreclosing on the security for the loan. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan and could be considered taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan.

The Administrator may periodically revise the Plan's loan program. If you have any questions on Participant loans or the current loan program, please contact the 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. 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 Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" 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 "qualified domestic relations order" is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the 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 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 Plan be amended?**

Your 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 your Employer intends to maintain the Plan indefinitely, your 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 become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) 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 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 Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the 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 Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NOT 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 Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The 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 Administrator's receipt of your written claim for review, unless the 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 not later than 180 days after the Administrator makes a final determination to deny 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 Administrator's office and at other specified locations, all documents governing the Plan 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 Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The 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 your 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 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 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 "qualified domestic relations order" (QDRO) procedures from the 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. The court may order you to pay these costs and fees if you lose or if, for example, 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 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 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 RAE Corporation 401(k) Plan.

#### **Plan Number**

Your Employer has assigned Plan Number 001 to your Plan.

#### **Plan Effective Dates**

**Effective Date.** This Plan was originally effective on 01/01/1988. The amended and restated provisions of the Plan become effective on 01/01/2025.

#### **Other Plan Information**

**Valuation date.** Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

**Plan Year.** The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

The Plan will be governed by the laws of Oklahoma 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 your Employer. Service of legal process may also be made upon the Trustee or Administrator.

## **Employer Information**

Your Employer's name, contact information and identification number are:

RAE Corporation  
4492 Hunt Street  
Pryor, Oklahoma 74361  
73-0798677  
Telephone: 918-825-7222

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of Employers, if any, who have adopted the Plan by making a written request to the Administrator.

## **Administrator Information**

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the 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 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 Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The 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 Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

RAE Corporation  
4492 Hunt Street  
Pryor, Oklahoma 74361  
Telephone: 918-825-7222

## **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 in a prudent manner and in the best interest of you and your beneficiaries. The Trust Fund is 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 Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is listed below with their contact information:

Matrix Trust Company  
  
2800 North Central Avenue, Suite 900  
Phoenix, Arizona 85004  
Telephone: 800-742-6262

**RAE CORPORATION 401(K) PLAN**  
**COMMON QUESTIONS ABOUT OUR PLAN**

**Introduction**

The following questions and answers highlight some of the important parts of our Plan. Remember, these are only highlights. The Summary Plan Description ("SPD") describes the Plan in much greater detail. If you have any questions about these highlights, the SPD, or the Plan, you should ask the Administrator.

- Q.** Why is your Employer sponsoring a retirement plan?
- A.** Your Employer is sponsoring this Plan 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.
- Q.** How do I participate in the Plan?
- A.** Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Date that apply.

**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:

- leased employees
- interns
- Manufacturing Interns

**Eligibility conditions.** You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.

**Entry Date.** Your Entry Date will be the date on which you satisfy the eligibility requirements.

**Safe Harbor Contributions**

Participants who are eligible to make salary deferrals to the Plan are eligible for the safe harbor contribution described in the Article entitled "Employer Contributions" in the SPD.

**Long-Term Part-Time Employees**

You will be considered to be a Long-Term Part-Time (LTPT) Employee if you are a part-time employee who has not entered the Plan as a regular participant, but who is credited with at least three consecutive years beginning after December 31, 2020, with at least 500 Hours of Service in each year, and you have attained age 21. As a Long-Term Part-Time Participant, you will be eligible to defer including Roth 401(k) deferrals. Please see the Section in the SPD entitled "Long-Term Part-Time Employees" for additional information.

- Q.** What are salary deferrals and how do I contribute them to the Plan?
- A.** **Salary 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. This amount is referred to as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) 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 401(k) deferrals.** If you elect to make Pre-Tax 401(k) 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 401(k) 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 401(k) deferrals.** If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most 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?"

**Automatic Deferral.** Your Employer will automatically withhold a portion of your compensation unless you make an affirmative salary deferral election. You may complete a salary deferral agreement to elect an alternative deferral amount or to elect not to defer under the Plan in accordance with the deferral procedures of the Plan. If you have any questions concerning the application of this Automatic Deferral provision, please see the Section in the SPD entitled "What are salary deferrals and how do I contribute them to the Plan?" for additional information.

You may receive additional amounts from your Employer if you do contribute.

**Q.** When will I receive payments from the Plan?

**A.** The Plan is designed to encourage you to stay with the Employer until retirement. Payment will generally occur at your Normal Retirement Date, unless you postpone your actual retirement. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age. You will attain your Normal Retirement Age when you reach age 65.

**Q.** How much will I be paid when I retire?

**A.** The amount you are paid when you retire will be based upon the amount of money your Employer has put into the Plan for you, plus or minus any earnings or losses. You should review the Article in the SPD entitled "Employer Contributions" for an explanation of how your Employer makes contributions to the Plan and how they are shared by Eligible Employees.

**Q.** How will payments be made when I retire?

**A.** If 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 determining whether your vested account balance exceeds the \$5,000 threshold, "rollover" contributions (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If 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
- partial withdrawals
- an annuity - periodic payments over your life (or your life and the life of your spouse or beneficiary)

Also, our Plan provides for annuities as an optional form of distribution. An annuity generally provides for payments for your life, and, in some cases for the life of your spouse. The value of the annuity never exceeds the value of your vested account balance under the Plan. If you are married for at least one year and you wish to receive a distribution in the form of an annuity, the annuity must be based on your life and the life of your spouse unless you obtain your spouse's consent to elect an annuity over only your life or in some other form.

You should review the Article in the SPD entitled "Benefits and Distributions Upon Termination of Employment" for a further explanation of the rules associated with the payment of benefits.

**Q.** What if I stop working before I retire?

**A.** If you stop working before you retire, you will only be entitled to the "vested percentage" of your account balance.

**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- salary deferrals including Roth 401(k) deferrals and "catch-up contributions"
- safe harbor contributions
- matching contributions
- "rollover" contributions

**Vesting schedules.** Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance (attributable to contributions subject to a vesting schedule) is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

#### **Employer Profit Sharing Contributions**

Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule. You will always, however, be 100% vested in your profit sharing contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule Profit Sharing Contributions	
Years of Service	Percentage
1	20%
2	40%
3	60%
4	80%
5	100%

**Q.** If I stop working before retirement, when will my vested amount be paid?

**A.** If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

**Q.** What if I die before I retire?

**A.** Your beneficiary will be entitled to the vested portion of your interest in the Plan upon your death. If you are single, you may name anyone you like to be your beneficiary. If you are married for at least one year, your spouse is your beneficiary with respect to 100% of your death benefit unless you and your spouse name someone else as your beneficiary. You should review the question entitled "Who is the beneficiary of my death benefit?" in the SPD.

**Q.** Can I withdraw money from the Plan while I'm still working?

**A.** Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 59 1/2.

This distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

In certain instances you may also receive an in-service distribution if you incur a financial hardship. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

There are various rules and restrictions regarding withdrawing money from your accounts in the Plan while you are still employed. Please review the SPD for more information on these rules and restrictions.

**NOTE:** THESE QUESTIONS AND ANSWERS ARE NOT MEANT TO BE A SUBSTITUTE FOR A THOROUGH READING OF THE SUMMARY PLAN DESCRIPTION. THE PROVISIONS OF THE PLAN ARE VERY COMPLEX. IT IS NOT POSSIBLE TO FULLY EXPLAIN ALL ASPECTS OF THE PLAN IN THESE SHORT QUESTIONS AND ANSWERS. YOU SHOULD ALWAYS CONSULT THE SUMMARY PLAN DESCRIPTION IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN. IF, AFTER READING THE SUMMARY PLAN DESCRIPTION, YOU STILL HAVE QUESTIONS, YOU SHOULD CONTACT THE ADMINISTRATOR.





# 404(a)(5) Participant Fee Disclosure

**Prepared For:**

RAE Corporation 401(k) Plan

**Prepared By:**

HUB Investment Partners,  
LLC

900 S. Capital of Texas

Hwy Ste. 350 Austin, TX

78746

PH: 800-943-9179

**Service Providers:**

Recordkeeper: TCG Administrators, LP

Registered Investment Advisor:

HUB Investment Partners, LLC

Third Party Administrator:

TCG Administrators, LLC

### Fees Paid By Plan Participants

This notice will review the annual direct and indirect expenses charged against the Plan. Direct expenses will be paid from the Plan's assets and will be deducted from each participant's Plan account in equal amounts. Indirect expenses are paid through the investments in which you invest. Each investment option may charge an expense ratio that can either be kept in full by the investment manager or used to compensate other service providers for services they provide to the plan.

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page. Investors should consider the investment objectives, risks, and charges and expenses of a fund carefully before investing. Prospectuses and, if available, the summary prospectuses, containing this and other information about the fund are available by contacting your financial consultant. Please read the prospectus and summary prospectus carefully before investing to make sure that the fund is appropriate for your goals and risk tolerance. The performance quoted reflects the reinvestment of dividends and capital gains and is net of expenses. It does not reflect the maximum sales charges, which are generally waived for investments within qualified plans. Such charges, if applied, would reduce the performance quoted. **The performance information shown represents past performance and is not a guarantee of future results.** The investment return and principal value of an investment will fluctuate so that the shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information shown. For performance data current to the most recent month-end, please reference the investment's company contact Information section on their entity website.

# 404(a)(5)

Inv. Data as of 09/30/24 Holdings as of 09/30/24

 Proposed  Remove  Watch

RAE Corporation 401(k) Plan

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- ❖ Loan Fees- Fees assessed for processing loan requests and administering loans to participants.
  - Per participant cost of \$100.00 assessed one time per loan.
- ❖ Distribution Fees- Fees assessed for processing participant distribution requests.
  - Per participant cost of \$100.00 assessed one time per transaction.
- ❖ QDRO Fees- Fees assessed for processing Qualified Domestic Relations Orders (QDRO) for participants.
  - Flat cost of \$500.00 assessed one time per QDRO transaction approval.
- ❖ TCG Administrators Recordkeeping and Administration - 5 bps (0.05%) Annual Fee. Fee paid to services provider for to maintain plan-level and participant-level account records.
  - 1.25 bps assessed quaterly
- ❖ HUB Investment Partners, LLC Annual Fee. Fees for investment advisory and other management services - 5 bps (0.05%) Annual Fee.
  - 1.25 bps assessed quaterly

## INVESTMENT PERFORMANCE AND EXPENSE SUMMARY

**Mutual funds and Exchange Traded Funds (ETFs) are sold by prospectus. Please consider the investment objectives, risks, charges and expenses carefully before investing. The prospectus, and, if available, the summary prospectus, which contains this and other information, can be obtained by calling your financial advisor. Read the prospectus and, if available, the summary prospectus carefully before you invest.** The performance information shown represents past performance and is not a guarantee of future results. Investment returns and principal value of an investment will fluctuate so that when shares are redeemed, they may be worth more or less than their original cost. The performance information shown reflects performance without adjusting for sales charges. If adjusted, the load would reduce the performance quoted. Current performance may be higher or lower than the data shown. For the most recent month-end performance and information on expenses, visit [www.fi360.com/directory](http://www.fi360.com/directory) for a directory of websites and phone numbers or use the specific fund website/phone if available below. Index returns represent the performance of market indices, which cannot be invested in directly, and are shown for comparative purposes only.

## Investment and Insurance Products: NOT FDIC Insured / NO Bank Guarantee / MAY Lose Value

INVESTMENT NAME	PEER GROUP	TICKER	AVERAGE ANNUAL TOTAL RETURN %				GROSS EXP. RATIO	
			1 YR	5 YR	10 YR	SINCE INCEPTION	% OF ASSETS	\$ COST PER 1K
American Funds Washington Mutual R6	Large Blend	RWMGX	32.77	14.06	12.06	14.23	0.26	\$2.60
iShares Total US Stock Market Idx K	Large Blend	BKTSX	35.25	15.28	-	13.2	0.02	\$0.20
Vanguard 500 Index Admiral	Large Blend	VFIAX	36.29	15.93	13.34	8.27	0.04	\$0.40
- INDEX: RUSSELL 1000 TR USD			35.67	15.64	13.1	-	-	-
Fidelity U.S. Bond Index	Intermediate Core Bond	FXNAX	11.52	0.34	1.82	2.23	0.03	\$0.30
- INDEX: BLOOMBERG US AGG BOND TR USD			11.56	0.33	1.84	-	-	-
MFS Mid Cap Value R6	Mid-Cap Value	MVCKX	30.08	12.03	10.09	11.26	0.63	\$6.30
- INDEX: RUSSELL MID CAP VALUE TR USD			29.01	10.32	8.93	-	-	-
American Century Heritage R6	Mid-Cap Growth	ATHDX	30.39	11.80	11.17	11.2	0.65	\$6.50
- INDEX: RUSSELL MID CAP GROWTH TR USD			29.33	11.48	11.29	-	-	-
Victory Income R6	Intermediate Core-Plus Bond	URIFX	13.68	1.61	2.81	2.99	0.57	\$5.70
- INDEX: BLOOMBERG US UNIVERSAL TR USD			12.07	0.7	2.15	-	-	-
Fidelity Advisor Stock Selector Sm Cp Z	Small Blend	FSSZX	33.31	14.12	11.39	11.76	0.80	\$8.00
Vanguard Small Cap Index Adm	Small Blend	VSMAX	27.43	10.66	9.64	9.25	0.05	\$0.50
- INDEX: MORNINGSTAR US SMALL TR USD			26.03	9.82	8.75	-	-	-
Vanguard Developed Markets Index Admiral	Foreign Large Blend	VTMGX	24.64	8.27	5.92	4.81	0.08	\$0.80
Victory International R6	Foreign Large Blend	URITX	26.72	8.37	6.31	6.96	2.40	\$24.00
- INDEX: MSCI ACWI EX USA NR USD			25.35	7.58	5.21	-	-	-
TIAA Secure Income Account CMP - GS00#	Stable Value	-	4.59	-	-	4.24	-	-
- INDEX: USTREAS T-BILL CNST MAT RATE 3 YR			7.96	1.17	1.23	-	-	-
Nuveen Lifecycle Inc Index 2010 Founders	Target-Date 2000-2010	1KOQN	-	-	-	7.2	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2010 TR USD			17.5	5.27	5.01	-	-	-
Nuveen Lifecycle Inc Index 2015 Founders	Target-Date 2015	1KOQO	-	-	-	7.7	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2015 TR USD			18.45	5.28	5.21	-	-	-
Nuveen Lifecycle Inc Index 2020 Founders	Target-Date 2020	1KOQP	-	-	-	8.1	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2020 TR USD			19.61	5.5	5.53	-	-	-
Nuveen Lifecycle Inc Index 2025 Founders	Target-Date 2025	1KOQQ	-	-	-	8.6	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2025 TR USD			20.93	5.95	5.99	-	-	-
Nuveen Lifecycle Inc Index 2030 Founders	Target-Date 2030	1KOQR	-	-	-	9.6	0.02	\$0.20

## INVESTMENT PERFORMANCE AND EXPENSE SUMMARY

INVESTMENT NAME	PEER GROUP	TICKER	AVERAGE ANNUAL TOTAL RETURN %				GROSS EXP. RATIO	
			1 YR	5 YR	10 YR	SINCE INCEPTION	% OF ASSETS	\$ COST PER 1K
- INDEX: MORNINGSTAR LIFETIME MOD 2030 TR USD			22.56	6.74	6.62	-	-	-
Nuveen Lifecycle Inc Index 2035 Founders	Target-Date 2035	1KOQS	-	-	-	10.6	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2035 TR USD			24.53	7.82	7.33	-	-	-
Nuveen Lifecycle Inc Index 2040 Founders	Target-Date 2040	1KOQT	-	-	-	11.9	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2040 TR USD			26.48	8.9	7.93	-	-	-
Nuveen Lifecycle Inc Index 2045 Founders	Target-Date 2045	1KOQU	-	-	-	12.7	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2045 TR USD			27.89	9.63	8.29	-	-	-
Nuveen Lifecycle Inc Index 2050 Founders	Target-Date 2050	1KOQV	-	-	-	13.1	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2050 TR USD			28.55	9.92	8.39	-	-	-
Nuveen Lifecycle Inc Index 2055 Founders	Target-Date 2055	1KOQW	-	-	-	13.2	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2055 TR USD			28.66	9.92	8.35	-	-	-
Nuveen Lifecycle Inc Index 2060 Founders	Target-Date 2060	1KOQX	-	-	-	13.4	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2060 TR USD			28.61	9.86	8.27	-	-	-
Nuveen Lifecycle Inc Index 2065 Founders	Target-Date 2065+	1KOQY	-	-	-	13.4	0.02	\$0.20
- INDEX: MORNINGSTAR LIFETIME MOD 2060 TR USD			28.61	9.86	8.27	-	-	-
Vanguard Growth ETF	Large Growth	VUG	41.91	19.00	15.55	11.5	0.04	\$0.40
Vanguard Growth Index Admiral	Large Growth	VIGAX	41.90	19.00	15.54	8.92	0.05	\$0.50
- INDEX: RUSSELL 1000 GROWTH TR USD			42.19	19.74	16.52	-	-	-
Vanguard Small-Cap Value ETF	Small Value	VBR	28.67	11.59	9.58	9.15	0.07	\$0.70
- INDEX: RUSSELL 2000 VALUE TR USD			25.87	9.28	8.22	-	-	-
Vanguard Federal Money Market Investor	Money Market Taxable	VMFXX	5.41	2.29	1.61	3.93	0.11	\$1.10
- INDEX: ICE BOFA USD 3M DEP OR CM TR USD			5.63	2.44	1.84	-	-	-
American Funds Europacific Growth A <span>W</span>	Foreign Large Growth	AEPGX	24.26	7.13	5.89	9.97	0.85	\$8.50
- INDEX: MSCI ACWI EX USA GROWTH NR USD			26.74	7.08	5.97	-	-	-
Vanguard Mid Cap Index Admiral	Mid-Cap Blend	VIMAX	28.79	11.22	10.21	10.15	0.05	\$0.50
Vanguard Mid Cap Index Investor	Mid-Cap Blend	VIMSX	28.62	11.08	10.07	9.93	0.17	\$1.70
- INDEX: MORNINGSTAR US MID TR USD			29.24	11.84	10.83	-	-	-
Delaware Emerging Markets A	Diversified Emerging Mkts	DEMAX	31.54	6.45	4.61	7.2	1.59	\$15.90
MFS Emerging Markets Equity R4	Diversified Emerging Mkts	MEMHX	24.57	4.05	3.32	3.95	1.11	\$11.10
Vanguard Emerging Mkts Stock Idx Adm	Diversified Emerging Mkts	VEMAX	24.96	6.38	4.17	5.33	0.14	\$1.40
- INDEX: MSCI EM NR USD			26.05	5.74	4.02	-	-	-
Vanguard Value Index Adm	Large Value	VVIAX	29.78	12.25	10.78	7.73	0.05	\$0.50
- INDEX: RUSSELL 1000 VALUE TR USD			27.76	10.69	9.23	-	-	-
DFA Global Real Estate Securities Port	Global Real Estate	DFGEX	32.20	3.14	6.02	5.41	0.31	\$3.10
- INDEX: S&P GLOBAL REIT TR USD			31.92	3.61	6.05	-	-	-

## FUND CONTACT INFO

FUND FAMILY	PHONE	WEBSITE
American Century Investments	833-224-3837	<a href="http://www.americancenturyetfs.com">www.americancenturyetfs.com</a>

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Inv. Data as of 09/30/24. Holdings as of 09/30/24. P Proposed R Remove W Watch

RAE Corporation 401(k) Plan

INVESTMENT PERFORMANCE AND EXPENSE SUMMARY

FUND CONTACT INFO

FUND FAMILY	PHONE	WEBSITE
American Funds	-	-
BlackRock	800-474-2737	<a href="http://www.blackrock.com">www.blackrock.com</a>
Delaware Funds by Macquarie	800-523-1918	<a href="http://www.ivyinvestments.com">www.ivyinvestments.com</a>
Dimensional Fund Advisors	512-306-7400	-
Fidelity Investments	800-544-0275	-
MFS	800-225-2606	<a href="http://www.mfs.com">www.mfs.com</a>
Nuveen Fund Advisors, LLC.	-	-
TIAA	-	-
Vanguard	866-499-8473	<a href="http://www.vanguard.com">www.vanguard.com</a>
Victory Capital	866-376-7890	<a href="http://www.compassempfunds.com">www.compassempfunds.com</a>

## STATEMENT OF ADDITIONAL DISCLOSURES

## INTRODUCTION

This report is for informational purposes only and does not constitute professional investment advice. Some data in this report was obtained from third parties. Although Fi360 obtains data from sources it deems to be reliable, it does not independently verify the data, and does not warrant or represent that the data is timely, complete, or accurate.

Unless denoted otherwise with a CI superscript (Investment Name <sup>CI</sup>), the investment data source is © 2024 Morningstar, Inc. All rights reserved. The data contained herein: (1) is proprietary to Morningstar, Inc. and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar, Inc. nor its content providers are responsible for any damages or losses arising from any use of this information. Past performance is no guarantee of future results. Any investment denoted with the CI subscript was supplied by another 3rd party such as the advisor, custodian, recordkeeper or other provider.

**Mutual funds and Exchange Traded Funds (ETFs) are sold by prospectus. Please consider the investment objectives, risks, charges and expenses carefully before investing. The prospectus and, if available, the summary prospectus, which contains this and other information, can be obtained by calling your financial advisor. Read the prospectus and, if available, the summary prospectus carefully before you invest.**

**All investments involve risk. The principal value and investment return will fluctuate so that your shares, when redeemed, may be worth more or less than the original cost. All investing involves risk, including the possible loss of principal. This does not apply, however, to the guaranteed portions of group annuity contracts that constitute guaranteed benefit policies as defined in ERISA 401(b)(2)(B).**

Collective investment trusts (CITs) are available for investment primarily by eligible retirement plans and entities. Participation in CITs is generally governed by the terms of a Declaration of Trust and a Participation or Adoption Agreement, which is signed by the retirement plan's fiduciary at the time the plan invests in the CITs. In addition, various other documents may contain important information about the CITs including Fund Descriptions, Statement of Characteristics or Investment Guidelines, and/or other fee or investment disclosure documents. All of these documents may contain important information about CIT fees, investment objectives, and risks and expenses of the underlying investments in the CITs and should be read carefully before investing. To obtain a copy, you will need to contact the plan sponsor or trustee of the CIT.

**CITs are not insured by FDIC or any other type of deposit insurance; are not deposits or other obligations of, and are not guaranteed by any firm or their affiliates; and involve investment risks, including possible loss of principal invested. CITs are not mutual funds and are exempt from registration and regulation under the Investment Company Act of 1940 (the "1940 Act"), and their units are not registered under the Securities Act of 1933, or applicable securities laws of any state or other jurisdiction. Unit holders of the Funds are not entitled to the protections of the 1940 Act. The decision to invest in CITs should be carefully considered. The CITs unit values will fluctuate and may be worth more or less when redeemed, so unit holders may lose money. CITs are not sold by prospectus and are not available for investment by the public; Fund prices are not quoted in readily available market quotation services.**

Fi360 is under common ownership with Matrix Trust Company, who is the discretionary trustee of certain CITs that may be noted in this report.

Separate Accounts are available through a group annuity contract. The contract and other fee/disclosure documents, such as fact sheets, may contain important information about the separate account fees, investment objectives and risks and expenses of underlying investments in the separate accounts and should be read carefully before investing. Certain investment options may not be available in all states or U.S. commonwealths. Some payments or transfers from the Separate Accounts may be deferred as described in the group annuity contracts providing access to the Separate Accounts or as required by applicable law. Such deferment will be based on factors that may include situations such as: unstable or disorderly financial markets or investment conditions which do not allow for orderly investment transactions.

This Statement of Additional Disclosures includes important information regarding the information provided in the report. If an investor does not understand any term or data presented herein, he/she should consult with his/her financial advisor.

## PERFORMANCE

**Total Return (No Load).** Expressed in percentage terms, an investment's total return is determined each month by taking the change in monthly net asset value, reinvesting all income and capital gains distributions during that month, and dividing by the starting NAV. Reinvestments are made using the actual reinvestment NAV, and daily payoffs are reinvested monthly. Total Return (No Load) is not adjusted for sales charges (such as front-end loads, deferred loads and redemption fees), but do reflect management, administrative, 12b-1 fees and other costs taken out of fund assets. Total returns for periods longer than one year are expressed in terms of compounded average annual returns (also known as geometric total returns).

# 404(a)(5)

Inv. Data as of 09/30/24. Holdings as of 09/30/24. P Proposed R Remove W Watch

RAE Corporation 401(k) Plan

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## STATEMENT OF ADDITIONAL DISCLOSURES

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### EXPENSES

**Prospectus Gross Expense Ratio.** This value is from the investment's most recent prospectus. The total gross expenses (net expenses with waiver added back in) divided by the fund's average net assets. If it is not equal to the net expense ratio, the gross expense ratio portrays the fund's expenses had the manager not waived a portion, or all, of its fees. Thus, to some degree, it is an indication of fee contracts. Some fee waivers have an expiration date; other waivers are in place indefinitely.

### INVESTMENT STRATEGY & STYLE

**Peer Group.** Fi360 utilizes the Morningstar Category for peer group assignment. In an effort to distinguish funds by what they own, as well as by their prospectus objectives and styles, Morningstar developed the Morningstar Categories. While the prospectus objective identifies a fund's investment goals based on the wording in the fund prospectus, the Morningstar Category identifies funds based on their actual investment styles as measured by their underlying portfolio holdings (portfolio and other statistics over the past three years). Peer groups are for comparison only, and do not represent any investable products. Please reference the Peer Group Descriptions section for more specific detail on each peer group that is included in this report.



STATEMENT OF ADDITIONAL DISCLOSURES: EXTENDED PERFORMANCE

The analysis in this report may be based, in part, on adjusted historical returns for periods prior to an investment share class's actual inception.

Morningstar created extended performance statistics to "fill in the gap" between the inception date of a new share class or distribution channel and the inception date of the original portfolio. Extended performance lengthens the performance data that is available for the younger investment. This helps investors see how the portfolio as a whole has performed over time. For example, if a mutual fund started 15 years ago with an Investor share class and just added an Institutional share class one year ago, Morningstar will lengthen the performance history of the Institutional share class to 15 years. Often, some of the shareholders in the new share class were actually shareholders in the oldest share class.

Morningstar will adjust the performance history of the original portfolio to reflect differences in fees between the original share class and the younger share class. This adjustment will only occur where the new share class has higher fees than the oldest share class, so the extended performance for the younger share class will be lower than, or equal to, the returns of the oldest share class. Where the oldest share class has higher fees than the younger share class no adjustment is made. In this case, if the expenses of the newer share class were used rather than the expenses of the old share class (due to lower expenses of the new share class), it would have resulted in better performance.

NEWER SHARE CLASS		OLDEST SHARE CLASS	
NAME	INCEPTION DATE	NAME	INCEPTION DATE
Nuveen Lifecycle Inc Index 2045 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2045 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2010 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2010 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2050 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2050 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2015 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2015 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2055 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2055 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2020 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2020 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2060 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2060 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2035 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2035 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2040 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2040 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2030 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2030 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2025 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2025 CI F15	03/22/2024
Nuveen Lifecycle Inc Index 2065 Founders	04/16/2024	Nuveen Lifecycle Inc Index 2065 CI F15	03/22/2024
Victory Income R6	12/01/2016	USAA Income	03/04/1974
Victory International R6	08/17/2018	USAA International	07/11/1988
Fidelity Advisor Stock Selector Sm Cp Z	02/01/2017	Fidelity® Stock Selector Small Cap	06/28/1993

## STATEMENT OF ADDITIONAL DISCLOSURES: PEER GROUP DESCRIPTIONS

- Diversified Emerging Mkts (EM).** Diversified emerging-markets portfolios tend to divide their assets among 20 or more nations, although they tend to focus on the emerging markets of Asia and Latin America rather than on those of the Middle East, Africa, or Europe. These portfolios invest predominantly in emerging market equities, but some funds also invest in both equities and fixed income investments from emerging markets.
- Foreign Large Blend (FB).** Foreign large-blend portfolios invest in a variety of big international stocks. Most of these portfolios divide their assets among a dozen or more developed markets, including Japan, Britain, France, and Germany. These portfolios primarily invest in stocks that have market caps in the top 70% of each economically integrated market (such as Europe or Asia ex-Japan). The blend style is assigned to portfolios where neither growth nor value characteristics predominate. These portfolios typically will have less than 20% of assets invested in U.S. stocks.
- Foreign Large Growth (FG).** Foreign large-growth portfolios focus on high-priced growth stocks, mainly outside of the United States. Most of these portfolios divide their assets among a dozen or more developed markets, including Japan, Britain, France, and Germany. These portfolios primarily invest in stocks that have market caps in the top 70% of each economically integrated market (such as Europe or Asia ex-Japan). Growth is defined based on fast growth (high growth rates for earnings, sales, book value, and cash flow) and high valuations (high price ratios and low dividend yields). These portfolios typically will have less than 20% of assets invested in U.S. stocks.
- Global Real Estate (GR).** Global real estate portfolios invest primarily in non-U.S. real estate securities but may also invest in U.S. real estate securities. Securities that these portfolios purchase include: debt securities, equity securities, convertible securities, and securities issued by real estate investment trusts and REIT-like entities. Portfolios in this category also invest in real estate operating companies.
- Intermediate Core Bond (CI).** Intermediate-term core bond portfolios invest primarily in investment-grade U.S. fixed-income issues including government, corporate, and securitized debt, and hold less than 5% in below-investment-grade exposures. Their durations (a measure of interest-rate sensitivity) typically range between 75% and 125% of the three-year average of the effective duration of the Morningstar Core Bond Index.
- Intermediate Core-Plus Bond (PI).** Intermediate-term core-plus bond portfolios invest primarily in investment-grade U.S. fixed-income issues including government, corporate, and securitized debt, but generally have greater flexibility than core offerings to hold non-core sectors such as corporate high yield, bank loan, emerging-markets debt, and non-U.S. currency exposures. Their durations (a measure of interest-rate sensitivity) typically range between 75% and 125% of the three-year average of the effective duration of the Morningstar Core Bond Index.
- Large Blend (LB).** Large-blend portfolios are fairly representative of the overall US stock market in size, growth rates and price. Stocks in the top 70% of the capitalization of the US equity market are defined as large cap. The blend style is assigned to portfolios where neither growth nor value characteristics predominate. These portfolios tend to invest across the spectrum of US industries, and owing to their broad exposure, the portfolios' returns are often similar to those of the S&P 500 Index.
- Large Growth (LG).** Large-growth portfolios invest primarily in big U.S. companies that are projected to grow faster than other large-cap stocks. Stocks in the top 70% of the capitalization of the U.S. equity market are defined as large cap. Growth is defined based on fast growth (high growth rates for earnings, sales, book value, and cash flow) and high valuations (high price ratios and low dividend yields). Most of these portfolios focus on companies in rapidly expanding industries.
- Large Value (LV).** Large-value portfolios invest primarily in big U.S. companies that are less expensive or growing more slowly than other large-cap stocks. Stocks in the top 70% of the capitalization of the U.S. equity market are defined as large cap. Value is defined based on low valuations (low price ratios and high dividend yields) and slow growth (low growth rates for earnings, sales, book value, and cash flow).
- Mid-Cap Blend (MB).** The typical mid-cap blend portfolio invests in U.S. stocks of various sizes and styles, giving it a middle-of-the-road profile. Most shy away from high-priced growth stocks but aren't so price-conscious that they land in value territory. Stocks in the middle 20% of the capitalization of the U.S. equity market are defined as mid-cap. The blend style is assigned to portfolios where neither growth nor value characteristics predominate.
- Mid-Cap Growth (MG).** Some mid-cap growth portfolios invest in stocks of all sizes, thus leading to a mid-cap profile, but others focus on midsize companies. Mid-cap growth portfolios target U.S. firms that are projected to grow faster than other mid-cap stocks, therefore commanding relatively higher prices. Stocks in the middle 20% of the capitalization of the U.S. equity market are defined as mid-cap. Growth is defined based on fast growth (high growth rates for earnings, sales, book value, and cash flow) and high valuations (high price ratios and low dividend yields).

**STATEMENT OF ADDITIONAL DISCLOSURES: PEER GROUP DESCRIPTIONS**

- Mid-Cap Value (MV).** Some mid-cap value portfolios focus on medium-size companies while others land here because they own a mix of small-, mid-, and large-cap stocks. All look for U.S. stocks that are less expensive or growing more slowly than the market. Stocks in the middle 20% of the capitalization of the U.S. equity market are defined as mid-cap. Value is defined based on low valuations (low price ratios and high dividend yields) and slow growth (low growth rates for earnings, sales, book value, and cash flow).
- Money Market Taxable (TM).** These portfolios invest in short-term money market securities in order to provide a level of current income that is consistent with the preservation of capital. These funds do not designate themselves as Prime in form N-MFP and transact at a fixed net asset value.
- Small Blend (SB).** Small-blend portfolios favor U.S. firms at the smaller end of the market-capitalization range. Some aim to own an array of value and growth stocks while others employ a discipline that leads to holdings with valuations and growth rates close to the small-cap averages. Stocks in the bottom 10% of the capitalization of the U.S. equity market are defined as small cap. The blend style is assigned to portfolios where neither growth nor value characteristics predominate.
- Small Value (SV).** Small-value portfolios invest in small U.S. companies with valuations and growth rates below other small-cap peers. Stocks in the bottom 10% of the capitalization of the U.S. equity market are defined as small cap. Value is defined based on low valuations (low price ratios and high dividend yields) and slow growth (low growth rates for earnings, sales, book value, and cash flow).
- Stable Value (VL).** Stable-value portfolios seek to provide income while preventing price fluctuations. The most common stable-value portfolios invest in a diversified portfolio of bonds and enter into wrapper agreements with financial companies to guarantee against fluctuations in their share prices. These wrapper agreements typically provide price stability on a day-to-day basis, thereby insulating each portfolio's net asset value from interest-rate volatility. Therefore, the duration for each of these funds is essentially zero. This category is only used in Morningstar's custom fund, separate account, and collective investment trust databases.
- Target-Date 2000-2010 (TA).** Target-date portfolios provide diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2000-2010) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to moreconservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2015 (TD).** Target-date portfolios provide diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2011-2015) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to moreconservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2020 (TE).** Target-date portfolios provide diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2016-2020) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to moreconservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2025 (TG).** Target-date portfolios provide diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2021-2025) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to moreconservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2030 (TH).** Target-date portfolios provide diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2026-2030) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to moreconservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2035 (TI).** Target-date portfolios provide diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2031-2035) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to moreconservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.

**STATEMENT OF ADDITIONAL DISCLOSURES: PEER GROUP DESCRIPTIONS**

- Target-Date 2040 (TJ).** Target-date portfolios provide diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2036-2040) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to moreconservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2045 (TK).** Target-date portfolios provide diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2041-2045) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to moreconservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2050 (TN).** Target-date portfolios provide diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2046-2050) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to moreconservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2055 (TL).** Target-date portfolios provide a diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2051-2055 and beyond) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to more-conservative mixes as the target date approaches, following a preset glide path. A targetdate portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2060 (XQ).** Target-date portfolios provide a diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2056-2060) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to more-conservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.
- Target-Date 2065+ (TU).** Target-date portfolios provide a diversified exposure to stocks, bonds, and cash for those investors who have a specific date in mind (in this case, the years 2061-2065 and beyond) for retirement. These portfolios aim to provide investors with an optimal level of return and risk, based solely on the target date. Management adjusts the allocation among asset classes to more-conservative mixes as the target date approaches, following a preset glide path. A target-date portfolio is part of a series of funds offering multiple retirement dates to investors.

**STATEMENT OF ADDITIONAL DISCLOSURES: RISKS**

Investing involves risk. Loss of principal is possible. An investment in a fund is not a bank deposit, and it is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Each fund carries its own specific risks which depend on the types of investments in the fund. Investors should review the fund's prospectus carefully to understand the risks before investing.

In general, some of the risks associated with the Morningstar Categories shown in this report are as follows:

- **Allocation.** Different methods of asset allocation are associated with varying degrees of risks. Conservative portfolios contain low risk investments but may not earn any value over time. Moderate portfolios have a higher level of risk than conservative portfolios. Aggressive portfolios mainly consist of equities, so their value tends to fluctuate widely.
- **Bonds.** Bonds are subject to interest rate risk. As the prevailing level of bond interest rates rise, the value of bonds already held in a portfolio decline. Portfolios that hold bonds are subject to declines and increases in value due to general changes in interest rates. Bonds are also subject to prepayment risk, which is the chance that an issuer may exercise its right to prepay its security, if falling interest rates prompt the issuer to do so. Forced to reinvest the unanticipated proceeds at lower interest rates, the fund would experience a decline in income and lose the opportunity for additional price appreciation.
- **Emerging Markets.** Investments in emerging markets securities may be subject to greater market, credit, currency, liquidity, legal, political, and other risks compared with assets invested in developed foreign countries.
- **Foreign.** Investments in foreign securities may be more volatile than investing solely in U.S. markets due to interest-rate, currency, exchange rate, economic, and political risks. The value of these securities can change more rapidly and extremely than can the value of U.S. securities. Foreign securities are subject to increased issuer risk because foreign issuers may not experience the same degree of regulation as U.S. issuers do and are held to different reporting, accounting, and auditing standards. In addition, foreign securities are subject to increased costs because there are generally higher commission rates on transactions, transfer taxes, higher custodial costs, and the potential for foreign tax charges on dividend and interest payments. Many foreign markets are relatively small, and securities issued in less-developed countries face the risks of nationalization, expropriation or confiscatory taxation, and adverse changes in investment or exchange control regulations, including suspension of the ability to transfer currency from a country. Economic, political, social, or diplomatic developments can also negatively impact performance.
- **Foreign Currencies.** Foreign currencies are subject to the risks associated with such currencies and the changes in their values relative to the U.S. dollar. Such risks include volatility in the price relationship between the U.S. dollar and foreign currencies. The value of foreign currencies relative to the U.S. dollar can be affected by many factors, including national debt levels, trade deficits, international trade and foreign policies, changes in trade and balance of payments, governmental fiscal and monetary policies, currency exchange rates and changes in supply and demand that affect those rates, investment and trading activity of mutual funds, hedge funds and currency funds, exchange rate controls and government intervention in currency markets, inflation rates, interest and deposit rates, market expectations about future inflation rates and interest rates, and global and national economic, financial, political, regulatory, judicial, military and geographical events or developments. Prices of currencies of less developed or emerging market nations tend to be more volatile than those of developed countries, given the greater political, regulatory, economic, financial, military and social instability and uncertainty in less developed or emerging market nations.
- **Large Cap Equities.** Concentrating assets in large-capitalization stocks may subject the portfolio to the risk that those stocks underperform other capitalizations or the market as a whole. Large-cap companies may be unable to respond as quickly as small- and mid-cap companies can to new competitive pressures and may lack the growth potential of those securities. Historically, large-cap companies do not recover as quickly as smaller companies do from market declines.
- **Money Market.** An investment in a money market mutual fund is not insured or guaranteed by the FDIC or any other government agency. Although the funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.
- **Real Estate.** Real estate investments are subject to various risks that affect their values and the income they generate. Real estate investments are affected by changes in the general economy, prevailing interest rates, local economic and market conditions, competition for tenants, declining occupancy rates, oversupply or reduced demand for space where the properties are located, tenant defaults, increased operating, insurance, maintenance and improvement costs. Many costs associated with owning and operating real estate are fixed even when revenues from the properties are declining. Additionally, real estate development activities are subject to various risks, such as excess construction costs,

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**STATEMENT OF ADDITIONAL DISCLOSURES: RISKS**

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unfavorable financing terms, construction delays and other challenges, issues with the developer, and changing market conditions. Owners and operators of real estate are also exposed to potential liability under environmental, zoning, tax and other laws.

- **Sector.** Concentrating assets in a particular industry, sector of the economy, or markets may increase volatility because the investment will be more susceptible to the impact of factors such as the market, the economy, regulations, and other dynamics affecting that industry or sector compared with a more broadly diversified asset allocation.
- **Small/Mid Cap Equities.** Portfolios that invest in stocks of small- to mid-cap companies involve additional risks. Smaller companies typically have a higher risk of failure and are not as well established as larger blue-chip companies. Historically, smaller company stocks have experienced a greater degree of market volatility than the overall market average.
- **Target-Date Funds.** Target-date funds typically invest in other mutual funds and are designed for investors who are planning to retire during the target date year. The fund's target date is the approximate date of when investors expect to begin withdrawing their money. A target-date fund's investment objective/strategy typically becomes more conservative over time primarily by reducing its allocation to equity mutual funds and increasing its allocations in fixed-income mutual funds. An investor's principal value in a target-date fund is not guaranteed at any time, including at the fund's target date.
- **Taxable Bond.** Investments in taxable bonds such as government bonds, long-term and short-term bonds, bank loans, corporate bonds, preferred stock, high-yield bonds, etc. are subject to numerous risks including those relating to reinvestment, inflation, market, selection, timing, and duration.