



Powdr Corp. 401(k) Plan

Enrollment Booklet





# POWDR CORP. 401(k) PLAN

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## Welcome to the Plan!

The Powdr Corp. 401(k) Plan was developed to help you accumulate the money you will need to live a long and comfortable retirement. As a participant in the plan, you have the ability to make tax-deferred contributions that allow your retirement account to grow tax-deferred using investment options that you select. You may also contribute after-tax Roth contributions.

**\*Note that your employer will match 100% of the first 5% you contribute to the Plan! If you are not contributing 5% of your compensation to the Plan, you are missing out on FREE money!**

## How Do I Enroll?

Employees become eligible to contribute to the plan on the first of the month following the later of their date of hire, or their attainment of age 18. Once eligible, you may enroll in just minutes online by going to [www.yourplanaccess.net/nwps](http://www.yourplanaccess.net/nwps).

To help you understand the many advantages of the Plan, please review the following documents that are included in this packet. These documents are also available once you have logged into your account online in the Forms/Reports/Tools Section of the website:

- **Enrollment Instructions.** This is a step-by-step guide on how to enroll in your retirement plan.
- **Qualified Default Investment Alternative Notice.** This notice explains the Plan's automatic enrollment feature.
- **Summary Plan Description.** This is the legal summary of Plan provisions.
- **Investment Comparative Chart.** This notice provides you important information to help you compare the investment options offered in your Plan. Additional investment option information is available once you login to the Retirement Access System.

Please make time today to read these documents and take the first step toward building your financial resources for retirement. Enrolling in the Plan couldn't be easier. You may enroll in just minutes online by going to [www.yourplanaccess.net/nwps](http://www.yourplanaccess.net/nwps).

And while you're thinking about your retirement planning, don't forget that you may roll over your other retirement accounts into the Plan. By doing so, you'll preserve the savings you've already accumulated and have all of your retirement savings in one place. What could be more convenient than having just one account statement to monitor progress toward your retirement security goals?

## Questions?

If you have questions regarding the plan, or accessing your account within the plan, please contact: Northwest Plan Services at 888-700-0808 or via email to the [callcenter@nwpsbenefits.com](mailto:callcenter@nwpsbenefits.com).

# Powdr Corp 401(k) Plan Online Enrollment Instructions

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## Step 1) Set up your credentials

<b>Internet Access:</b>	<a href="http://www.yourplanaccess.net/nwps/">www.yourplanaccess.net/nwps/</a>
<b>Initial User ID:</b>	Your SSN (no dashes)
<b>Initial Password:</b>	Last four digits of your SSN
<b>Drop-Down Box:</b>	Select "Participant" in the third drop-down box

The first time you enter the site, you will land on the "Enrollment Steps" page. Here you will need to:

- Establish a new User ID and Password
- Provide a text enable phone number or an email address

## Step 2) Connect to iJoin Goal Based Retirement Income projector

You will begin the enrollment process by clicking "Next" on the New Employee Enrollment screen. Then click on the "Let's Get Started!" button.

## Step 3) Update "Your Personal Info" and "Your Income & Savings"

Review and update your information on the Personal Info page then click Continue to confirm or update your estimated Annual Salary and the state where you plan to retire. You can also add outside assets at this time if you would like those assets to be considered in the retirement income calculations (note – you can come back at any time to update or change these amounts).

The more information you enter here the more accurate an overall picture of your retirement will be.

## Step 4) Choose your Investments and Deferral Rate

### Choose an Investment Path:

The plan offers the following two options:

- **Choose For Me.** This is based on your age. You will be invested into a Target Date Retirement Fund that most closely matches your projected retirement age.
- **Choose Myself.** Pick which option(s) you would like to utilize for your investments.

Click on Fund Name (in blue) to connect to detailed fund information.

**For website assistance from a NWPS Participant Service Representative, please call (888) 700-0808  
between the hours of 6 a.m. - 5 p.m. PST, Monday through Friday.**

# Powdr Corp 401(k) Plan Online Enrollment Instructions

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## Step 4) Choose your Investments and Deferral Rate - Continued

Once you've made your investment selection, you will connect to Your Retirement Snapshot. This page displays your projected retirement income based on several factors including your annual compensation, estimated social security payment, age to retirement and the investment(s) you have selected.

### Update your Deferral Amount:

<b>Deferral Limits for 2023:</b>	<b>Under age 50</b>	<b>\$22,500</b>
	<b>Turn age 50 anytime during 2023</b>	<b>\$30,000</b>

**Note: Deferral limits are personal limits. If you deferred compensation with another employer during the year you need to take that into account when you choose your deferral amounts.**

Select Your Contribution Rate. Click on the small eyeball icon to see the estimated impact on your paycheck.

View the impact to your projected goal by adjusting any of the following: Deferral rate, anticipated retirement age, investment choice or amount needed at retirement. When satisfied with your choice: Click Continue.

## Step 5) Select your Beneficiary (ies)

You must choose at least one primary beneficiary. If designating someone other than your spouse as the primary beneficiary, you will be required to obtain your spouse's consent in writing. You can download a beneficiary form from the Reports and Forms tab on the website or contact our customer service line at 888-700-0808.

## Final Step) Authorize your Strategy

Review your Contribution Rate and Investment Choice and then click Authorize to submit your request.

You will receive an email shortly after you authorize the strategy detailing your selections. Depending on the timing of your successful enrollment in relation to your payroll cycle, it may take up to two weeks to enroll in the payroll system.

You can click on the Go to My account Now to return to the website dashboard (or the house icon in the upper right hand corner) or log out.

**For website assistance from a NWPS Participant Service Representative, please call (888) 700-0808  
between the hours of 6 a.m. - 5 p.m. PST, Monday through Friday.**

## Powdr Corp. 401(k) Plan

This notice provides important information relating to your participation in the Powdr Corp. 401(k) Plan (the “Plan”) for the plan year beginning January 1, 2024. For further information about the Plan, please review the Plan’s Summary Plan Description (SPD).

## Eligibility Conditions

Employees of the Plan Sponsor are eligible to elect to make pre-tax and/or Roth contributions to the Plan after 1 hour of service is credited and age 18 has been reached. Participation starts on the first day of the calendar month following or coinciding with the date that the eligibility provisions are met. Previously eligible employees who are re-hired will begin participation as of their date of re-hire.

Review your SPD for more details on meeting the eligibility requirements to confirm if you are eligible to make elective deferrals. There may be certain categories of employees excluded from participation. The SPD will also outline the type of compensation eligible to be deferred into the Plan.

## Elective Deferrals

Prior to your eligibility date, upon re-hire or any date following your eligibility date, you have the ability to elect to defer between 1% and 80% of your compensation to the Plan, up to a specific dollar amount set by the IRS. Participants who have attained age 50 before the close of the calendar year may be eligible to make catch-up contributions above and beyond the applicable limit.

You may make or change your deferral election by requesting the change or enrolling on the participant website at [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/).

Once you make a deferral election, you can stop your deferrals at any time. You may change or re-start your deferral election once daily.

The plan sponsor may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The plan sponsor may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

## Safe Harbor Contribution

The plan administrator intends the Plan to be a safe harbor plan. One of these requirements is a minimum level of employer contributions to the Plan. The Plan may be amended during the plan year to reduce or suspend the safe harbor contributions. The reduction or suspension will not apply until at least 30 days after you are provided notice of the reduction or suspension.

The eligibility requirements to receive a Safe Harbor contribution are the same as outlined in the “Eligibility Conditions” paragraph above.

If you meet the eligibility requirements for the Plan Year, the Employer will contribute a safe harbor matching contribution equal to 100% of your deferrals up to 5% of your compensation.

## Vesting

Vesting refers to the amount of money you have in the Plan that you have a non-forfeitable right to receive. You are always

100% vested in your elective deferrals pre-tax and Roth, safe harbor contributions, and rollover contributions (if applicable).

Other deposits (if made) are subject to the following vesting schedule:

Review your Summary Plan Description for the section on "Vesting" for more information about vesting and how it is calculated.

## Distributions

The Plan and law impose restrictions on when you may receive a distribution from the Plan. You generally may not withdraw from your account except when one of the following events occurs: separation from service with the Employer, death or disability. The plan allows in-service withdrawals at age 59 ½. The plan allows withdrawals in the event of hardship (see your SPD for the definition of "hardship"). You may withdraw your rollover contributions at any time.

Additionally, the Plan allows loans secured by your plan account. Request a copy of the loan policy for additional information.

See the SPD for more details on how and when benefits are paid. At the time you are entitled to receive a distribution, the Plan Administrator will provide you with a notice explaining the rules regarding the taxation of the distribution.

## Plan Investments

All participants, including those who are automatically invested in a designated default option, have the right to direct how their account balance will be invested from among the different investment options offered under the Plan. You may make investment elections and balance reallocations via the Plan's website at [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/) or via the voice

response system at (844) 922-4015 (plan provider extension: 6789) at any time. Some investment options may charge a fee and/or limit your ability to reinvest in the investment option if you reallocate your balance too frequently; you can review this information on the Plan's website.

## Employer's Right to Amend or Terminate

Pursuant to the terms of the Plan, the Employer has the right, at any time, to amend or terminate the Plan. Termination of the Plan will result in the discontinuance of all contributions to the Plan (including the safe harbor contribution) with respect to any compensation you receive after the effective date of termination. Amendments to the Plan may result in the

discontinuance of all contributions to the Plan (including the safe harbor contribution) with respect to any compensation you receive after the effective date of the amendment. Amendment to or termination of the Plan will not affect your right to receive any contributions you have accrued as of the effective date of the amendment or termination.

## For Further Information

A copy of the SPD as well as plan forms referenced in this document can be downloaded from the Plan website at [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/) by going to the Forms and Reports Tab on the Main Menu. Alternatively, you can contact our customer service center at 888-700-0808. If you have additional questions regarding your rights or obligations under the Plan, please contact:

Contact information:

Alyssa Zybell  
PO Box 980430  
1794 Olympic Pkwy, Suite 210  
Park City, UT 84098  
435-655-1361  
[azybell@powdr.com](mailto:azybell@powdr.com)



# QUALIFIED DEFAULT INVESTMENT NOTICE

## Powdr Corp. 401(k) Plan

As a participant in the Powdr Corp. 401(k) Plan you may choose to invest contributions made to your account in a number of investment options. Should you fail to make an investment selection, any contributions made to your account will be invested in the default option selected for the Plan.

If you have completed an investment election form at any time since becoming an eligible participant, no action is required on your part. However, if you have not and would like to avoid having your contributions initially invested in the default fund you should request a copy of enrollment materials to review your options. It is important that you make your selections prior to the deposit of any contributions, as failure to do so will result in the contribution being invested in the default fund. Note that if some or all of your contributions to the Plan are invested in the default fund that does not mean that you give up your right to direct your assets.

If you have already been defaulted, you may change the way future contributions and/or your existing account balance are invested at any time by going to the Plan website ([www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/)). There is no transaction fee for making an exchange from the default fund into the other investment options available in the Plan. You can obtain information about the investments available in the Plan by visiting the Plan's website. Select "Performance" on the main menu then "Investment Information". Here you can view a list of the available options along with links to additional fund and performance information.

### Information About the Default Investment Option:

The default option selected for the Plan is the Moderate Portfolio. If you fail to make an investment selection, your account will be automatically invested in this custom model portfolio.

This model portfolio invests in a combination of the designated investment alternatives made available under the Plan using an asset allocation designed for an investor willing to accept a moderate amount of risk. The portfolio maintains a balance of stock and bond funds and sometimes a stable value or money market component.

**Investments are not FDIC-insured, nor are they deposits of or guaranteed by a bank or any other entity, so you may lose money. You should carefully consider the objectives, risks, charges and expenses of any investments in your plan. This and other important information is contained in the funds' prospectuses, which are available from your plan's financial representative and on the Web at [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/). Please read the prospectus carefully before investing.**

### Expense and Fee Disclosure:

There is no sales charge for purchasing shares. Shown below is the most recently reported expense ratio and portfolio allocation. The expense ratio below may not reflect certain waivers of the advisor's fees.

TICKER	MODERATE PORTFOLIO FUNDS	Portfolio Allocation	Expense Ratio
DFEOX	DFA US Core Equity 1 I	24%	0.14% (as of 8/31/2023)
DFGBX	DFA Five-Year Global Fixed Income	21%	0.2% (as of 8/31/2023)
DFIGX	DFA Intermediate Govt Fixed Income I	18%	0.11% (as of 8/31/2023)
DIPSX	DFA Inflation-Protected Securities I	9%	0.11% (as of 8/31/2023)
VSGDX	Vanguard Short Term Federal Adm	9%	0.1% (as of 8/31/2023)
DFIEX	DFA International Core Equity Instl	8%	0.24% (as of 8/31/2023)
DFCEX	DFA Emerging Markets Core Equity I	4%	0.4% (as of 8/31/2023)
VMFXX	Vanguard Federal Money Market Fund	3%	0.11% (as of 8/31/2023)
VGSLX	Vanguard Real Estate Index Adm	2.8%	0.12% (as of 8/31/2023)
VMIAX	Vanguard Materials Index Adm	1.2%	0.1% (as of 8/31/2023)
Total		100%	

To learn more about the Plan's investment alternatives and the procedures for changing your plan investments, go to [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/) to access your account or dial toll free 888-700-0808 to speak to a customer service representative.

## Annual Statement of Disclosures

### General Plan Information

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#### Excessive Trading.

While the plan permits you to change the investment of your balance each day, it is not designed or intended to be a brokerage account or trading account. Trading in and out of funds on a daily basis can disrupt appropriate management of the plan's investment options and causes increased transactional costs and losses to participants who do not engage in such activity. In the event that a participant engages in excessive trading, the plan may restrict the number of transactions that the participant may engage in. Alternatively, the plan or the manager of the investment option may impose a fee for such trading. Please see the Investment Comparative Chart for details on the excessive trading rules for each of the plan's investment options.

#### Voting and Tender Rights.

You do not have the right to exercise voting, tender, and similar rights related to the plan's investment options. These rights will be exercised by the Plan Sponsor.

#### Your Right to Direct Investments.

The plan offers a menu of investment options that allow you to create a diversified portfolio that meets your individual needs. You are able to elect how your account balance and future contributions are invested among the plan's investment options. This election can be made through the plan's website at [www.yourplanaccess.net/nwps](http://www.yourplanaccess.net/nwps) or through the voice response system at 844.922.4015, Provider ID 6789.

Additionally, the plan has Model Portfolios as investment options. These Model Portfolios are made up of the investment options shown on the Investment Comparative Chart. More information on the models can be obtained from [www.yourplanaccess.net/nwps](http://www.yourplanaccess.net/nwps)

### Administrative Expenses

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#### Estimated Plan Expenses Rate.

It is estimated that your account will be charged 0.49% to pay the Plan Expenses. This estimate is based on the expected charges that will be incurred by the plan and the amount of these charges that have been historically paid by the Plan Sponsor or from a portion of the Total Annual Operating Expenses of the plan's investment options.

#### Plan Fees Charged Against Assets.

The plan incurs expenses and fees for services such as investment advisory, trustee, custodial, administration, auditing, recordkeeping, government reporting, employee communications, bonding and other insurance, travel, mail, courier communications, and printing and other charges described in the prospectuses for the investment funds. These fees are paid directly to the service providers. The Plan Sponsor may choose to pay some of these fees, but is under no obligation to do so. These fees are charged to all participants with a balance in the plan based on their proportional share of the plan's assets. Some fees may be paid from a portion of the Total Annual Operating Expenses of the investment options shown on the Investment Comparative Chart.

### Individual Expenses

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#### Distribution Fee.

This fee is charged to any participant that requests a distribution from the plan. The fee is \$70.00.

#### Loan Initiation.

This fee is charged to any participant that elects to take a loan from the plan. The fee is \$150.00.

#### QDRO Fee.

This fee is charged to any participant whose account is subject to a QDRO. The fee is \$350.00.



**Powdr Corp.**  
**401(k) Plan**

### Investment Comparative Chart

This document includes important information to help you compare the investment options under your retirement plan. For more information regarding contents of this notice please contact your Plan Administrator, Alyssa Zybell, at (435) 658-5500 or by mail at P.O. Box 980430 1794 Olympic Pkwy, Suite 210, Park City, UT 84098.

Additional investment information including more performance information is available at the website addresses shown below. To request and obtain paper copies of the information available on those websites please contact the Plan Administrator.

Keep in mind that the cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings, but is only one of many factors to consider when you decide to invest in an option. Visit the Department of Labor's website for an example of the long-term effect of fees and expenses at:

<https://www.dol.gov/agencies/ebsa/key-topics/retirement/retirement-plan-fee-disclosures>

#### Performance and Expense Information

The table below shows how plan investment alternatives have performed over time and allows you to compare them with an appropriate benchmark for the same time periods. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an option's principal risks is available on the Website(s). A glossary of terms used in this notice may be found at:

<http://www.nwpsbenefits.com/glossary-of-investment-related-terms/>

Plan Investment (Inception Date) Benchmark Fund Information Link	Avg. Annual Total Returns As of 08/31/2023			Annual Gross/Net Expense Ratio		Trade Restriction
	1yr.	5yr.	10yr./Life	As a %	Per \$1,000	
<b>Model Portfolio</b>						
<b>Aggressive Portfolio</b> (N/A) Underlying Indices of this Model	10.12 % 9.85 %	6.11 % 6.61 %	7.71 % 8.04 %	0.17%/0.17% N/A	\$1.70/\$1.70 N/A	N/A
<b>Conservative Portfolio</b> (N/A) Underlying Indices of this Model	-0.03 % -2.02 %	0.80 % 0.21 %	1.25 % 1.23 %	0.14%/0.14% N/A	\$1.40/\$1.40 N/A	N/A
<b>Moderate Portfolio</b> (N/A) Underlying Indices of this Model	5.04 % 3.92 %	3.46 % 3.41 %	4.48 % 4.63 %	0.16%/0.16% N/A	\$1.60/\$1.60 N/A	N/A
<b>Moderately Aggressive Pftl</b> (N/A) Underlying Indices of this Model	7.58 % 6.89 %	4.78 % 5.01 %	6.10 % 6.34 %	0.17%/0.17% N/A	\$1.70/\$1.70 N/A	N/A
<b>Moderately Conservative Pftl</b> (N/A) Underlying Indices of this Model	2.50 % 0.95 %	2.13 % 1.81 %	2.86 % 2.93 %	0.15%/0.15% N/A	\$1.50/\$1.50 N/A	N/A
<b>Ultra Aggressive Portfolio</b> (N/A) Underlying Indices of this Model	12.31 % 12.70 %	7.35 % 8.19 %	9.14 % 9.65 %	0.18%/0.18% N/A	\$1.80/\$1.80 N/A	N/A
<b>Stable Value / Money Market</b>						
<b>Vanguard Federal Money Market Fund (VMFXX)</b> (07/13/1981) Morningstar US Cash T-bill TR USD <a href="https://www.vanguard.com">https://www.vanguard.com</a>	4.36 % 4.41 %	1.62 % 1.66 %	1.03 % 1.05 %	0.11%/0.11% N/A	\$1.10/\$1.10 N/A	N/A
<b>Fixed Income</b>						
<b>DFA Five-Year Global Fixed Income (DFGBX)</b> (11/06/1990) Morningstar Gbl xUS Trsy Bd GR LCL <a href="https://www.dimensional.com">https://www.dimensional.com</a>	2.75 % -3.06 %	0.32 % -1.44 %	1.11 % 0.91 %	0.20%/0.20% N/A	\$2.00/\$2.00 N/A	1
<b>DFA Inflation-Protected Securities I (DIPSX)</b> (09/18/2006) Morningstar US TIPS TR USD <a href="https://www.dimensional.com">https://www.dimensional.com</a>	-3.81 % -4.02 %	2.39 % 2.13 %	2.13 % 1.96 %	0.11%/0.11% N/A	\$1.10/\$1.10 N/A	1

**Powdr Corp.**  
**401(k) Plan**

**Investment Comparative Chart**

Plan Investment (Inception Date) Benchmark Fund Information Link	Avg. Annual Total Returns As of 08/31/2023			Annual Gross/Net Expense Ratio		Trade Restriction
	1yr.	5yr.	10yr./Life	As a %	Per \$1,000	
	<b>DFA Intermediate Govt Fixed Income I (DFIGX)</b> (10/19/1990) <i>Morningstar US 5-10Y Tsy&amp;Gv Bd TR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	-2.20 %	0.33 %	1.13 %	0.11%/0.11%	
	-2.26 %	0.57 %	1.41 %	N/A	N/A	
<b>Vanguard Short Term Federal Adm (VSGDX)</b> (02/12/2001) <i>Morningstar US 1-5y Tsy &amp; Gov Bd TR</i> <a href="https://www.vanguard.com">https://www.vanguard.com</a>	0.11 %	1.02 %	1.00 %	0.10%/0.10%	\$1.00/\$1.00	2
	0.77 %	0.94 %	0.92 %	N/A	N/A	
<b>Domestic Equity</b>						
<b>DFA U.S. Large Company I (DFUSX)</b> (09/23/1999) <i>Morningstar US Large Cap TR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	15.85 %	11.06 %	12.75 %	0.09%/0.08%	\$0.90/\$0.80	1
	17.85 %	11.54 %	13.12 %	N/A	N/A	
<b>DFA U.S. Targeted Value I (DFVX)</b> (02/23/2000) <i>Morningstar US Small Value TR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	11.83 %	7.27 %	9.38 %	0.29%/0.29%	\$2.90/\$2.90	1
	4.61 %	4.32 %	7.70 %	N/A	N/A	
<b>DFA US Core Equity 1 I (DFEOX)</b> (09/15/2005) <i>Morningstar US Large Cap TR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	14.55 %	9.72 %	11.77 %	0.14%/0.14%	\$1.40/\$1.40	3
	17.85 %	11.54 %	13.12 %	N/A	N/A	
<b>DFA US Large Cap Value I (DFLVX)</b> (02/19/1993) <i>Morningstar US Large Value TR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	9.57 %	6.19 %	9.28 %	0.31%/0.21%	\$3.10/\$2.10	1
	13.25 %	8.07 %	9.70 %	N/A	N/A	
<b>DFA US Small Cap I (DFSTX)</b> (03/19/1992) <i>Morningstar US Small Cap TR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	9.25 %	5.37 %	8.98 %	0.27%/0.27%	\$2.70/\$2.70	1
	9.45 %	4.21 %	8.30 %	N/A	N/A	
<b>International / Global Equity</b>						
<b>DFA Emerging Markets Core Equity I (DFCEX)</b> (04/05/2005) <i>Morningstar Emerging Markets GR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	7.30 %	3.20 %	4.29 %	0.40%/0.40%	\$4.00/\$4.00	1
	3.20 %	2.68 %	4.19 %	N/A	N/A	
<b>DFA International Core Equity Instl (DFIEX)</b> (09/15/2005) <i>Morningstar Global Markets ex-US GR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	16.65 %	3.95 %	5.44 %	0.24%/0.24%	\$2.40/\$2.40	1
	12.24 %	3.96 %	5.40 %	N/A	N/A	
<b>DFA International Small Cap Value I (DISVX)</b> (12/29/1994) <i>Morningstar Global Markets ex-US GR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	18.58 %	3.03 %	5.72 %	0.44%/0.44%	\$4.40/\$4.40	1
	12.24 %	3.96 %	5.40 %	N/A	N/A	
<b>DFA International Small Company I (DFISX)</b> (09/30/1996) <i>Morningstar Global Markets ex-US GR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	13.46 %	2.85 %	5.85 %	0.39%/0.39%	\$3.90/\$3.90	1
	12.24 %	3.96 %	5.40 %	N/A	N/A	
<b>DFA International Value I (DFIVX)</b> (02/15/1994) <i>Morningstar Global Markets ex-US GR USD</i> <a href="https://www.dimensional.com">https://www.dimensional.com</a>	20.69 %	4.73 %	4.98 %	0.48%/0.28%	\$4.80/\$2.80	1
	12.24 %	3.96 %	5.40 %	N/A	N/A	
<b>Alternatives</b>						
<b>Vanguard Materials Index Adm (VMIAIX)</b> (02/11/2004) <i>Morningstar Global Upstream Natural Reso</i> <a href="https://www.vanguard.com">https://www.vanguard.com</a>	12.10 %	8.38 %	9.37 %	0.10%/0.10%	\$1.00/\$1.00	2
	2.80 %	8.85 %	6.34 %	N/A	N/A	
<b>Vanguard Real Estate Index Adm (VGSXLX)</b> (11/12/2001) <i>Morningstar US Real Estate PR USD</i> <a href="https://www.vanguard.com">https://www.vanguard.com</a>	-7.13 %	3.46 %	6.66 %	0.12%/0.12%	\$1.20/\$1.20	2
	-10.61 %	-0.63 %	2.65 %	N/A	N/A	

## Investment Comparative Chart

### Fund Note and Restriction Descriptions:

\*: Performance provided is Life of Plan Investment as the Plan Investment has been in existence for less than 10 years.

**1:** Market Timing Restriction. Allowed 1 sell transaction in the amount of \$25,000 or greater followed by 1 purchase transaction of \$25,000 within 30 days of the sell transaction. The second round trip in the same 30 day period will be allowed but cause a subsequent purchase block for the next 90 days.

**2:** Market Timing Restriction. A sell transaction of \$10,000 or greater will result in a block from making a purchase transaction of \$10,000 or greater for the next 30 days.

**3:** Market Timing Restriction. Allowed 2 round trip of 1 sell transaction in the amount of \$1 or greater followed by a purchase transaction of \$1 within 30 days of the sell transaction. Any additional sell transaction of \$1 or greater followed by a purchase transaction within the same 30 day period will have the purchase transaction blocked.

**SUMMARY  
OF THE  
POWDR CORP. 401(k) PLAN**

## **INTRODUCTION**

In order to help you provide for your retirement years, Powdr Corp. (the “Company”) sponsors the Powdr Corp. 401(k) Plan (the “Plan”), which initially became effective on September 1, 1988.

The Plan is a “Section 401(k) plan” under the Internal Revenue Code (the “Code”) and an employee benefit plan under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Speaking very generally, with this type of Plan, you may elect to forego current income in exchange for a contribution to the Plan. As long as certain requirements are met, you are not taxed currently on the amount contributed to the Plan on your behalf.

The Plan provides you the opportunity to direct your accounts to be invested in one or more of several investment funds available under the Plan. The Plan is intended to constitute a participant directed individual account plan described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1. As explained in this summary, under this type of arrangement, Plan fiduciaries, the individuals charged with administering the Plan, may be relieved of liability for the investment decisions you make with respect to your accounts.

The Plan is administered as a “multiple employer plan” as defined in Section 413(c) of the Code. As a result, additional employers may adopt this Plan. A list of employers that have adopted the Plan is attached as Appendix A. Unless otherwise indicated, the term “Company,” as used in this summary, shall include the employers listed on Appendix A.

The purpose of this summary is to explain the more important features of the Plan. Not all of the Plan provisions are discussed and others are only summarized. Accordingly, in cases of conflict, the provisions of the Plan are controlling. In preparing this summary, we have tried to ask and answer the most important and frequently asked questions. If you have any other questions, ask the Plan Administrator.

A number of terms (such as Plan Year and Continuous Service) have special meanings for purposes of our Plan. In order to call your attention to the more important defined terms, we have capitalized them. All of these terms are defined in this summary.

## **ELIGIBILITY AND PARTICIPATION**

### **WHAT CLASSIFICATIONS OF EMPLOYEES ARE ELIGIBLE TO PARTICIPATE IN THE PLAN?**

As a general rule, all employees of the Company are eligible to participate in the Plan.

Consultants, independent contractors, employees of independent contractors, leased employees, employees covered by a collective bargaining agreement that does not specifically provide for Plan participation, and nonresident aliens who do not receive any earned income from the Company which constitutes United States source income are not eligible to participate in the Plan.

## WHAT ARE THE REQUIREMENTS FOR ME TO BEGIN PARTICIPATION IN THE PLAN?

The following questions explain the requirements for participating in the Employee Contributions portion of the Plan and the Employer Contributions portion of the Plan.

## WHAT ARE THE AGE AND SERVICE REQUIREMENTS FOR PARTICIPATION IN THE EMPLOYEE CONTRIBUTIONS PORTION OF THE PLAN?

Before you may begin participation in the Employee Contributions portion of the Plan, you must be at least age 18. There is no minimum service requirement to participate in the Employee Contributions portion of the Plan. However, you will not be able to participate in the Employee Contributions portion of the Plan if you leave employment before your Entry Date (discussed below).

## WHAT ARE THE AGE AND SERVICE REQUIREMENTS FOR PARTICIPATION IN THE EMPLOYER CONTRIBUTIONS PORTION OF THE PLAN?

Before you may begin participation in the Employer Contributions portion of the Plan, you must be at least age 18. There is no minimum service requirement to participate in the Employer Contributions portion of the Plan. However, you will not be eligible for Employer Contributions if you leave employment before your Entry Date (discussed below). Different age and service requirements applied to the Employer Contributions portion of the Plan prior to October 1, 2022.

## WHEN MAY I BEGIN PARTICIPATION?

If you were a participant in the Plan on January 1, 2019, you will continue to participate in the Plan. Otherwise, you became or will become eligible to participate on the Entry Date following your satisfaction of the eligibility requirements mentioned above.

## WHAT IS AN ENTRY DATE?

The Plan's Entry Dates are the first day of each calendar month.

## **PARTICIPATION**

## ONCE I AM ELIGIBLE TO PARTICIPATE IN THE PLAN, HOW DO I ELECT TO PARTICIPATE?

After you are eligible to participate, you can become a participant by designating the amount of your contributions, if any, and authorizing the withholding of such amounts from your pay, on the NWPS 401(k) internet website at <https://www.yourplanaccess.net/nwps/>. You are not required to make any contributions to the Plan. Even if you fail to make contributions, you will share in any "discretionary contributions," if any, that we make to the Plan.

## AFTER BECOMING A PARTICIPANT, WHEN DO I BECOME INELIGIBLE TO CONTINUE IN THE PLAN?

You will become ineligible to continue to make contributions to the Plan if you become a member of a class of employees that is excluded from participation in the Plan (in which case your accounts will be preserved but you will not be permitted to make additional contributions), or if you separate from employment, or if you transfer to a corporation affiliated with us that is not participating in the Plan (in which case your accounts will be preserved but you will not be permitted to make additional contributions).

Also, you can elect to discontinue your contributions. If you do, you may later elect to resume participation as of any subsequent payroll period, subject to the rules of the Plan.

### **EMPLOYEE CONTRIBUTIONS**

## AM I REQUIRED TO MAKE CONTRIBUTIONS TO THE PLAN?

No. You are not required to make contributions as a condition of employment. You may, however, make contributions to the Plan by means of payroll deduction. We call this type of contribution an “Employee Contribution.”

## IS THERE MORE THAN ONE TYPE OF EMPLOYEE CONTRIBUTION?

Yes. Employee Contributions may be made on a pre-tax basis, called “pre-tax contributions,” on an after-tax basis, called “Roth contributions,” or as a combination of pre-tax contributions and Roth contributions. Your Employee Contributions will be in the form of pre-tax contributions unless you designate them to be Roth contributions.

## HOW MUCH OF MY PAY CAN I CONTRIBUTE AS EMPLOYEE CONTRIBUTIONS?

After you become eligible to participate and have decided to do so, you may make pre-tax contributions or Roth contributions from 1% of pay for each payroll period to 80% of pay for each payroll period beginning on or after October 1, 2022. The Internal Revenue Service (the “IRS”) also places a dollar limit on your pre-tax contributions and Roth contributions. The maximum amount you may contribute annually to the Plan is \$22,500 in 2023. After 2023, the maximum amount will be adjusted for inflation in \$500 increments. You may also be entitled to make catch-up contributions as explained below.

If you were a participant in the Eldora 401(k) Plan, you may already be making contributions. If you want to know more about your current election, contact the Plan Administrator.

## WHAT ARE “CATCH-UP” CONTRIBUTIONS AND WHO CAN MAKE THEM?

If you are 50 or older during a calendar year and are making the maximum Employee Contributions allowed by the Plan or the IRS, you may make an additional “catch-up” contribution. In 2023, the maximum annual catch-up contribution is \$7,500. This limit is periodically increased.

**Example of catch-up contributions:** Here is an example of how catch-up contributions work. In 2023, participants can make pre-tax contributions of up to \$22,500 or the percentage of pay limit. If you are age 50 or older in 2023, you can also make a catch-up contribution of up to \$7,500. If you elect to contribute the maximum of \$22,500 and you elect to also make the catch-up contribution of \$7,500, your total contributions for 2023 would be \$30,000.

Please note that if you are eligible to make a catch-up contribution, once you reach any of the applicable contribution limits (the \$22,500 limit in 2023 limit), your contributions in excess of the limit will automatically be treated as catch-up contributions.

**ARE THERE ANY OTHER LIMITS ON MY CONTRIBUTIONS?**

The Code imposes complex limits on the amount of pre-tax contributions and Roth contributions that can be made by all participants in general and by “highly compensated employees” in particular. The Code includes a rather complicated definition of the term “highly compensated employee.” If you want to know if you are considered to be a “highly compensated employee,” contact the Plan Administrator.

**WILL MY PRE-TAX CONTRIBUTIONS REDUCE MY INCOME TAXES?**

Yes. Your contributions are made on a “pre-tax” basis, which means that we subtract your contributions from your gross pay and report your net pay (*i.e.*, your gross pay less your contributions) to the IRS for tax purposes. Since your taxable income is less if you make contributions, your tax bill should be smaller.

The following chart illustrates the advantage of making pre-tax contributions to the Plan as opposed to similar savings on an after-tax basis in a bank savings account.

	<u>401(k) Plan</u>	<u>Bank Savings Account</u>
Gross Income	\$20,000	\$20,000
Employee Contribution	<u>-\$ 1,000</u>	<u>N/A</u>
Taxable Income	\$19,000	\$20,000
Estimated Taxes (28%)	-\$ 5,320	-\$ 5,600
Savings Deposit	<u>N/A</u>	<u>-\$ 1,000</u>
Take-Home Pay	\$13,680	\$13,400

In our example, after saving \$1,000 in either the Plan or a bank savings account, and after paying taxes, take-home pay is approximately \$280 greater when you save through the Plan on a pre-tax basis.

**WILL I RECEIVE ANY TAX CREDITS BY MAKING PRE-TAX CONTRIBUTIONS OR ROTH CONTRIBUTIONS TO THE PLAN?**

Yes, if you meet certain requirements.

“Qualified retirement savings contributions” made by an eligible individual are eligible for a tax credit if the individual’s modified adjusted gross income is below a specified amount. In general, eligible individuals are able to claim up to a 50% tax credit on the first \$2,000



contributed as pre-tax or Roth contributions to a 401(k) plan or certain other retirement plans. The credit is in addition to the tax exclusion on pre-tax contributions to a 401(k) plan.

An eligible individual is an individual who has attained age 18 at the close of the individual’s tax year (usually the calendar year). An individual who is claimed as a dependent on another taxpayer’s return (such as a parent’s tax return) or an individual who is a full-time student, however, cannot claim the tax credit.

The following chart summarizes the applicable percentages and modified gross income amounts for 2023:

<b>Percentage of Contributions Eligible for Tax Credit</b>	<b>Joint Filer AGI</b>	<b>Head of Household AGI</b>	<b>Single filer AGI</b>
50%	\$43,500 or less	\$32,625 or less	\$21,750 or less
20%	\$43,501 – \$47,500	\$32,626 – \$35,625	\$21,751 – \$23,750
10%	\$47,501 – \$73,000	\$35,626 – \$54,750	\$23,751 – \$36,500
0%	Over \$73,000	Over \$54,750	Over \$36,500

This “saver’s tax credit” can directly reduce the amount of federal income tax eligible participants pay each year. Please note, if you qualify, this credit is allowed in addition to the other tax benefits you may receive by contributing to the Plan. For more information, or to see if you qualify for this tax-saving feature, please consult with your tax adviser.

#### HOW DOES A ROTH CONTRIBUTION WORK?

If you want to make Employee Contributions, you have the option to designate that some or all of your Employee Contribution be contributed to the Plan on an after-tax basis as a Roth contribution. Your Employee Contribution may contain both pre-tax contributions and Roth contributions. The same maximum dollar limit that applies to your pre-tax contribution applies to your Roth contribution. For example, if in 2023 you elect to make both a pre-tax contribution and a Roth contribution, the maximum dollar amount for your combined deferrals is \$22,500. Since Roth contributions are after-tax contributions, and do not reduce your W-2 pay, you pay federal (and state, where applicable) income tax on Roth contributions. Therefore, your take home pay will be less if you are making a Roth contribution than it would be if you were making a pre-tax contribution. However, when you retire, you will not have to pay income tax on distributions from your “Roth Contributions Account.” The tax rules governing Roth contributions are complicated. Please consult your tax advisor regarding the financial impact of designating Roth contributions, and how they might fit into your retirement income planning.

#### MAY I MAKE ADDITIONAL CONTRIBUTIONS TO THE PLAN ON AN AFTER-TAX BASIS?

No. Our Plan does not allow you to make any other after-tax contributions other than the Roth contributions described above.

**MAY I CHANGE THE AMOUNT I AM CONTRIBUTING?**

You are entitled to change the rate of your contributions in accordance with procedures designated by the Plan Administrator. See the Plan Administrator for an explanation of these procedures.

**MAY I STOP MAKING CONTRIBUTIONS?**

You may elect to stop making contributions as of the first day of a payroll period. Your election must be made in accordance with procedures adopted by the Plan Administrator. See the Plan Administrator for details.

If you suspend your contributions, you may become a participant again as of the first day of any subsequent payroll period after you make a new contribution election.

**IF I AM ENTITLED TO RECEIVE A DISTRIBUTION FROM ANOTHER PLAN, MAY I PLACE IT IN THIS PLAN?**

Yes, in some cases. This type of contribution is commonly called a “rollover contribution,” and it is permitted only if certain technical requirements are met.

There are two types of rollovers. A “direct” rollover means that money is transferred directly from another plan or arrangement to the Plan. The benefit of doing a direct rollover is that the distribution will not be subject to the mandatory 20% federal income tax or state withholding. An “indirect” rollover means that the other plan or arrangement pays the distribution to you and you then make a contribution to the Plan. If you do an indirect rollover, it is subject to mandatory 20% federal withholding and may also be subject to state withholding. Additionally, if you do an indirect rollover, you must complete the rollover within 60 days of the distribution from the other plan or arrangement.

If you receive an “eligible rollover distribution” from another plan or arrangement, you may do a “direct” or “indirect” rollover as specified in the chart below:

<b>If you receive a distribution from</b>	<b>you may do</b>	<b>but</b>
a qualified plan described in Section 401(a) of the Code	a direct or indirect rollover to the Plan,	you may not rollover after-tax contributions.
an annuity contract described in Section 403(b) of the Code	a direct or indirect rollover to the Plan	you may not rollover after-tax contributions.
an eligible 457(b) plan maintained by a state, political subdivision of a state, or any agency of either	a direct or indirect rollover to the Plan	you may not rollover after-tax contributions.

<b>If you receive a distribution from</b>	<b>you may do</b>	<b>but</b>
an applicable retirement plan described in Section 402A(e)(1) of the Code	a direct or indirect rollover to the Plan	you may only rollover a Roth contributions account to the extent permitted under Section 402(c) of the Code and, in an indirect rollover, you may only rollover the taxable portion of a Roth contributions account.
an individual retirement account or annuity (“IRA”) described in Section 408(a) or (b) of the Code	an indirect rollover to the Plan	you may not rollover after-tax contributions. For the avoidance of doubt, you may not rollover any contributions from a Roth IRA, Simplified Employee Pension (“SEP”) IRA, SIMPLE IRA, inherited IRA, or any traditional after-tax IRA.

If you want to make a direct or indirect rollover to our Plan, contact the Plan Administrator. You should be sure to act promptly. If you do an indirect rollover, your rollover contribution to our Plan must occur within 60 days of your receipt of the distribution from the other plan.

The Plan Administrator has the discretion to allow or disallow the requested rollover. If the rollover is made, you will, of course, be fully vested in the amount of the rollover, and it will be held in our Plan solely for your benefit.

A rollover contribution will be allocated to a special account created for you. Amounts held in this account are fully vested and nonforfeitable. You may elect to withdraw all or a portion of the amounts credited to your rollover contributions account at any time in accordance with the procedures adopted by the Plan Administrator.

### **EMPLOYER CONTRIBUTIONS**

#### **DOES THE COMPANY MATCH MY CONTRIBUTIONS IN ANY WAY?**

The Company may elect to make a contribution to the Plan based on the pre-tax or Roth contributions you make to the Plan. Any matching contribution will be equal to a specified percentage of the pre-tax contributions or Roth contributions that each participant makes to the Plan during the Plan Year. The Company is not required to make any matching contributions in any given year. This contribution will be allocated to your “Matching Contributions Account.”

Effective for Plan Years beginning on or after January 1, 2023, the Company may make matching contributions by electing to make safe harbor matching contributions. The Company will provide you with a safe harbor notice that provides additional detail on the safe harbor

matching contributions between October 3<sup>rd</sup> and December 2<sup>nd</sup> preceding a Plan Year for which the Company elects to make safe harbor matching contributions. If elected, the safe harbor matching contribution will equal 100% of your Employee Contributions up to the first 5% of your eligible pay for the Plan Year.

Additionally, effective for pay dates beginning on or after October 1, 2022 and ending before January 1, 2023, if you were otherwise eligible to receive Employer Contributions, the Company matched 100% of your Employee Contributions up to the first 5% of your eligible pay for the given payroll period.

#### WILL THE COMPANY MAKE ANY OTHER CONTRIBUTIONS?

The Company may also make “discretionary contributions” to the Plan. The amount of the Company’s discretionary contributions for any given Plan Year will depend on a number of factors, and the Company is not required to make any contributions in any given year. In determining the amount of its contribution, the Company will consider such factors as the performance of the employees, the Company’s profitability, and the Company’s cash requirements. The amount the Company may contribute on a tax-deductible basis is limited by the Code.

#### IF THE COMPANY DOES MAKE A DISCRETIONARY CONTRIBUTION, HOW WILL MY SHARE BE DETERMINED?

Participants share the Company’s discretionary contributions in proportion to their Compensation. To calculate your share, the total contribution will be multiplied by the following fraction:

$$\frac{\text{Your Compensation for the Plan Year}}{\text{Total Compensation of all participants for the Plan Year}}$$

This amount will then be allocated to your “Discretionary Contributions Account.” All allocations are made as of the last day of the Plan Year, regardless of when the Company’s discretionary contribution is received by the Trustee.

#### ARE THERE ANY REQUIREMENTS I MUST SATISFY IN ORDER TO RECEIVE MATCHING CONTRIBUTIONS?

As a general rule, matching contributions will be made on your behalf only if (1) you are eligible to receive Employer Contributions (see “WHAT ARE THE AGE AND SERVICE REQUIREMENTS FOR PARTICIPATION IN THE EMPLOYER CONTRIBUTIONS PORTION OF THE PLAN?”, above), and (2) you make any pre-tax contributions or Roth contributions during the Plan Year.

#### ARE THERE ANY REQUIREMENTS I MUST SATISFY IN ORDER TO RECEIVE DISCRETIONARY CONTRIBUTIONS?

Discretionary contributions will be allocated to your Discretionary Contributions Account only if (1) you are eligible to receive Employer Contributions (see “WHAT ARE THE AGE AND SERVICE REQUIREMENTS FOR PARTICIPATION IN THE EMPLOYER

CONTRIBUTIONS PORTION OF THE PLAN?”, above), and (2) you are still employed by the Company on the last day of the Plan Year. If you retire on or after attaining your Normal Retirement Age (see “WHAT IS MY NORMAL RETIREMENT AGE,” below), die, or become totally disabled during the Plan Year, however, a portion of the discretionary contributions will be allocated to you regardless of whether you are employed on the last day of the Plan Year and regardless of your Hours of Service, based on the Compensation paid to you during the Plan Year.

#### DOES THE COMPANY MAKE ANY OTHER CONTRIBUTIONS TO THE PLAN?

If our Plan is “Top Heavy” (see “WHAT IS A TOP HEAVY PLAN,” below), we may make a special top heavy contribution for participants other than “key employees.” This special contribution will be in an amount which, when added to the matching and discretionary contributions and forfeitures allocated to the accounts of these employees, will equal the lesser of 3% of their Compensation or the greatest percentage of total Compensation credited to any “key employee.”

#### IS ALL OF MY PAY CONSIDERED FOR PURPOSES OF THE PLAN?

Your Compensation for purposes of our Plan includes all of your direct pay, such as salary, hourly wages, bonuses and other forms of direct compensation. We disregard certain forms of indirect or noncash compensation (*e.g.*, cash tips).

The Code requires that Compensation in excess of a certain limit be disregarded. For 2023, this amount is \$330,000. After 2023, the compensation limit will be adjusted for inflation.

#### WHAT IS A TOP HEAVY PLAN?

A plan is Top Heavy if the account balances of certain of the Plan sponsor’s officers and employee-stockholders total more than 60% of the total account balances. The number of officers taken into account is limited, and only some of the employee-stockholders are considered.

The Code places special restrictions on Top Heavy Plans. This Plan probably will not be a Top Heavy Plan. If you have any questions concerning the Top Heavy rules and how they may apply to you, ask the Plan Administrator.

#### ARE THERE ANY LIMITS ON THE AMOUNT THAT CAN BE ALLOCATED TO ME?

The Code places a limit on the total amount that may be allocated to you in any one year. In order to comply with this requirement, the Plan contains complex rules that may reduce the amount, which would otherwise be allocated to you. If you have any questions concerning these limitations and whether they apply to you, ask the Plan Administrator.

#### WHAT ARE “FORFEITURES” AND HOW ARE THEY ALLOCATED TO ME?

If a participant terminates employment before having a fully vested interest in his or her Matching Contributions Account or Discretionary Contributions Account (which we sometimes refer to as the “Employer Contributions Accounts”), the non-vested balance of the account will

be forfeited. As will be explained below, if the participant later returns to employment with the Company, the amounts forfeited may be restored to his account if certain requirements are satisfied.

Any forfeitures occurring during a Plan Year are first used to restore the forfeitures of returning participants who are eligible to have their forfeitures restored. Any remaining forfeitures are eventually allocated to the Matching Contributions Accounts of the remaining participants.

## **ACCOUNTING AND INVESTMENTS**

### **HOW IS MY INTEREST IN THE PLAN ACCOUNTED FOR?**

To record your interest in the Plan, the Plan Administrator will maintain a Matching Contributions Account (assuming you make any pre-tax contributions or Roth contributions) and a Discretionary Contributions Account for you. The purpose of these accounts is to keep track of the contributions the Company has made for you over the years.

If you make pre-tax contributions, the Plan Administrator will maintain a pre-tax contributions account for you. If you make Roth contributions, the Plan Administrator will maintain a Roth Contributions Account for you. A Rollover contribution account also will be maintained for you if you make a rollover contribution to the Plan or transfer amounts to the Plan from any other plan.

All of these accounts are bookkeeping accounts only. The assets of the Plan are not actually kept separate (see “MAY I CONTROL THE INVESTMENT OF MY ACCOUNTS?” for an explanation of the allocation of earnings and losses).

### **WHO IS RESPONSIBLE FOR INVESTING THE ASSETS OF THE PLAN?**

As mentioned in the introduction, our Plan is intended to be an ERISA Section 404(c) plan. The Plan Administrator is responsible for selecting a broad range of available Plan investment alternatives. You must make your own investment decisions among these alternatives.

It is important that you understand that you will be making investment decisions which will affect the amount credited to your accounts and will directly affect the amount of your retirement savings. The decision to place your funds in one or more of these investment funds is yours, so you will be responsible for the investment of these assets. If you fail to direct the investment of your accounts, the Plan Administrator will, in its discretion and in accordance with the terms of the Plan and Trust Agreement, direct the investment of your accounts for you.

### **WHAT IS A SECTION 404(c) PLAN?**

Under a Section 404(c) plan, participants or beneficiaries, rather than plan fiduciaries, are responsible for exercising control over some or all of the assets in their accounts.

Generally, an individual who has the right to exercise control over how plan assets are invested is considered a “fiduciary” under ERISA and is subject to strict rules of conduct and

personal liability for breaching these rules. Participants or beneficiaries who are given the opportunity to direct the investment of their accounts under a plan that satisfies Section 404(c), however, are not deemed to be plan fiduciaries.

At the same time, the plan fiduciaries who are responsible for the administration of the plan, and who would otherwise be responsible for plan investments, may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by a participant or beneficiary.

#### WHAT INVESTMENT OPTIONS DO I HAVE UNDER THE PLAN?

Under our Plan, we provide a number of investment alternatives intended to give you a broad range of choices. The investment alternatives may change from time to time, but will always offer at least three investment options with different risk and return characteristics which enable you to diversify your portfolio.

The current investment alternatives are described in materials supplied to you. These materials include such information as the investment objective of the investment, its risk and return characteristics, how to give investment instructions with respect to the investment alternative, and the general limitations imposed on you in choosing that alternative.

#### MAY I CONTROL THE INVESTMENT OF MY ACCOUNTS?

Yes, you may choose between the various investment options permitted under the Plan. The investment options are selected by the Plan Administrator, through the Trustee, unless this responsibility is delegated to an Investment Manager as defined in ERISA.

We have several different investment funds under the Plan. You can direct the investment of your account(s) among these investment funds (see “HOW MAY I GIVE INVESTMENT INSTRUCTIONS?” below for detail on arranging for the direction of your investments). All of your accounts may be invested in any one of the funds, or you may direct different proportions of your accounts to be invested among the various funds. For purposes of allocating investment earnings and losses, each fund is treated as a separate trust fund. As a result, your accounts will be adjusted to reflect the earnings and losses of the various separate investment funds to which the amounts credited to your accounts are allocated. For more detail on the Plan Administrator’s rules for directing investments, contact the Plan Administrator.

#### SHOULD I DIVERSIFY MY ACCOUNT?

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

## ARE THERE ANY DESIGNATED INVESTMENT ADVISERS UNDER THE PLAN?

The Plan has designated R|W Investment Management as an investment adviser under the Plan.

## HOW MAY I GIVE INVESTMENT INSTRUCTIONS?

You may give investment instructions for a particular investment alternative by using the NWPS 401(k) internet website at <https://www.yourplanaccess.net/nwps/>. If you fail to give investment instructions, the Plan Administrator, in its discretion, will invest your accounts for you.

## ARE THERE LIMITATIONS ON MY ABILITY TO DIRECT THE INVESTMENT OF MY ACCOUNTS?

Yes. You are only permitted to invest your Plan assets in alternatives offered under the Plan as announced by the Plan Administrator from time to time. Each investment alternative offered under the Plan may have different limitations, which are summarized in the investment materials provided to you.

For example, some investment alternatives may provide less frequent opportunities to make changes than others. Furthermore, certain transaction fees and expenses may apply to investment directions, and restrictions may be placed on the exercise of voting, tender and similar rights with respect to certain investment alternatives.

The Plan Administrator is not required to follow certain investment instructions if such investment would constitute a transaction prohibited by ERISA or the Code, would expose you to losses in excess of your accounts, would generate income that would be taxable to the Plan, or would not provide Plan fiduciary protection under Section 404(c) of ERISA. The Plan Administrator may announce additional limitations from time to time.

## MAY I RECEIVE ADDITIONAL INFORMATION ABOUT PARTICULAR INVESTMENT ALTERNATIVES?

Yes. You are entitled to receive the following information upon request, which will be based on the latest information available to the Plan:

(a) A description of the annual operating expenses of each designated investment alternative which reduces the rate of return on such investment, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative. An example of the types of expenses referred to above may include investment management fees, administrative fees and transaction costs;

(b) Copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment alternatives available under the Plan, to the extent such information is provided to the Plan;

(c) A list of the assets comprising the portfolio of each designated investment alternative which constitutes Plan assets, the value of such asset, and, with respect to each such



asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;

(d) Information concerning the value of shares or units in designated investment alternatives available under the Plan, as well as the past and current investment performance of such alternatives, determined, net of expenses, on a reasonable and consistent basis; and

(e) Information concerning the value of shares or units in designated investment alternatives held in your account.

Please note that we cannot assure you of the accuracy of any information provided to us, nor can we assure you of the accuracy of any of the valuation information supplied to you. Generally, the information supplied to you is obtained from the Plan's annual report and representatives of the various investment alternatives. Different accounting rules used in arriving at valuations may produce an extremely wide range of values, and the value of certain assets can change drastically in a short period of time.

#### HOW CAN I RECEIVE ADDITIONAL INVESTMENT INFORMATION?

You may address your requests for information to the Plan Administrator.

#### WILL I BE PROVIDED A PROSPECTUS FOR CERTAIN INVESTMENT ALTERNATIVES?

For an investment alternative which is subject to the Securities Act of 1933, you will be provided with a copy of the most recent prospectus provided to the Plan either immediately prior to your initial investment in such alternative, or immediately after such investment.

#### WILL THE PLAN ADMINISTRATOR, THE COMPANY, OR ANY OTHER INDIVIDUAL ASSOCIATED WITH THE PLAN OR THE COMPANY PROVIDE INVESTMENT ADVICE?

No. The information supplied to you with respect to investment alternatives under the Plan is not to be construed as investment advice. Neither the Plan Administrator, Trustee, the Company nor any other individual associated with the Plan or the Company is authorized or qualified to give investment advice.

We strongly recommend that you review all the investment information available and seek independent investment advice when necessary.

#### HOW DO I SHARE IN INCOME (AND LOSSES) FROM THE PLAN'S INVESTMENTS?

All of our investment funds are valued daily. Your interest in each fund is adjusted in accordance with the investment fund's standard valuation procedures.

Please note that there is no guarantee that Plan investments will always be profitable. It is possible that one or more of the investment funds will suffer losses or depreciation during any Plan Year, because, as you know, there are very few investments that involve no risk of loss.

The Plan does not promise you a specified amount of retirement benefits when you retire. The amount that you receive depends upon the size of the contributions made while you are a participant and the gains which are earned, or losses that are incurred, from investments during that time.

#### WHAT IS A VALUATION DATE?

The Plan's Valuation Date is each day of the Plan Year that the New York Stock Exchange is open for trading. Within a reasonable time after each regular Valuation Date, the Plan Administrator will adjust your accounts to reflect gains or losses attributable to your investments.

#### MAY I BORROW MONEY FROM THE PLAN?

With the prior approval of the Plan Administrator, you may borrow part of the money allocated to you under the Plan. In deciding whether to grant loan applications, the Plan Administrator will act in a uniform and nondiscriminatory manner. The Plan Administrator may limit the availability of loans to certain circumstances or certain amounts, and other restrictions also may be imposed. If you are married, your Spouse must consent to your borrowing money from the Plan.

As a general rule, all loans must be repaid by the end of five years from the date of the loan. If you will be using the proceeds of the loan to acquire or construct your principal residence, the repayment schedule may be extended.

Interest will be payable on all loans. All payments on the loan will be allocated to your accounts in the Plan, and if you fail to repay the loan, your accounts will suffer. In addition, the portion of your accounts that is loaned to you will be disregarded when the general investment earnings (or losses) on Plan investments are allocated to the accounts of the participants.

You will be required to pledge your interest in the Plan as security for the repayment of the loan. The Trustee also may require you to pledge some of your personal assets as additional security.

Any costs incurred in connection with the loan will be paid from your interest in the Plan.

Pursuant to the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), special rules temporarily applied to certain participants in 2020, including special rules related to Plan loans, including increased loan limits and temporary suspension of loan repayments.

For more information on Plan loans, please ask the Plan Administrator for a current copy of the loan policy.

### **VESTING AND FORFEITURES**

#### WHAT DOES "VESTING" MEAN?

"Vesting" means that a portion or all of your accounts are nonforfeitable. In other words, the vested part of your accounts cannot be taken away from you, even if you quit or are fired.

Amounts credited to your pre-tax contributions account, Roth Contributions Account and your rollover contributions account always will be 100% vested. Additionally, if you are employed by the Company on or after October 1, 2022, amounts credited to your Matching Contributions Account will be 100% vested. Amounts credited to your Discretionary Contributions Account and, if you were not employed by the Company on or after October 1, 2022, your Matching Contributions Account become vested in accordance with the rules described below.

Even though you are absolutely entitled to the vested part of your accounts, the distribution of your accounts may be postponed in certain circumstances and the value of your accounts may fluctuate.

#### WHEN DO MY DISCRETIONARY CONTRIBUTIONS ACCOUNT AND MY MATCHING CONTRIBUTIONS ACCOUNT BECOME FULLY VESTED?

If you are employed by the Company on or after October 1, 2022, your Matching Contributions Account will be automatically vested.

Your Discretionary Contributions Account and, if you were not employed by the Company on or after October 1, 2022, your Matching Contributions Account will be automatically vested in full when (1) you reach Normal Retirement Age (see “WHAT IS MY NORMAL RETIREMENT AGE?” below), (2) you terminate employment with us due to your total and permanent disability, (3) you die while employed by us or while performing qualified military service (if you have reemployment rights under USERRA), or (4) the Plan is terminated or contributions are completely discontinued. If you stop working for us before any of these four events, the vested part of the account will depend upon how long you worked for us prior to your termination of employment.

#### WHAT IS MY NORMAL RETIREMENT AGE?

Your Normal Retirement Age is age 59½.

#### HOW DO MY YEARS OF SERVICE AFFECT VESTING?

Upon resignation or dismissal from employment with us prior to one of the events that leads to full vesting of your Discretionary and, if you were not employed by the Company on or after October 1, 2022, your Matching Contributions Account (see WHEN DO MY DISCRETIONARY CONTRIBUTIONS ACCOUNT AND MY MATCHING CONTRIBUTIONS ACCOUNT BECOME FULLY VESTED? above), the percentage of your Discretionary Contributions Account and Matching Contributions Account that will be vested is based on the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VESTED PERCENTAGE</u>
Less than 3 year(s)	0%
3 or more	100%

If you were employed prior to November 1, 2017, different rules may apply. If you have questions, please contact the Plan Administrator.

## WHAT HAPPENS TO THE NON-VESTED PART OF MY EMPLOYER DISCRETIONARY AND/OR MATCHING CONTRIBUTIONS ACCOUNT IF I SEPARATE FROM EMPLOYMENT?

The non-vested part of your Discretionary Contributions Account and Matching Contributions Account will be forfeited. As a general rule, the forfeiture will be charged to your account as of the Valuation Date after you incur five consecutive Breaks in Continuous Service. If you receive a distribution from the Plan before then, however, the forfeiture will be charged to your account as of the later of your termination date or the Valuation Date preceding your first distribution from the Plan.

## WHAT HAPPENS TO THE FORFEITURES LOST FROM MY DISCRETIONARY AND/OR MATCHING CONTRIBUTIONS ACCOUNT?

Available forfeitures will first be used to restore any prior forfeitures, as explained in the next section. Any remaining forfeitures will be allocated to the other Plan participants along with and as part of the Employer Contributions. All of the requirements that must be satisfied in order to share in the allocation of Employer Contributions must be met in order to share in the allocation of forfeitures.

## IF I LATER RETURN TO THE COMPANY, IS THERE ANYTHING I CAN DO TO HAVE THE AMOUNTS PREVIOUSLY FORFEITED FROM MY ACCOUNT REINSTATED?

Yes. As long as you return to employment with us before you incur five consecutive one-year Breaks in Continuous Service (see “WHAT IS A BREAK IN CONTINUOUS SERVICE?” below).

If you return to employment with us before you incur five consecutive one-year Breaks in Continuous Service, the amount previously forfeited from your account will be reinstated if you repay the amount of the prior distribution in a timely manner. This repayment must be made before you incur five consecutive one-year Breaks in Service and within five years of your reemployment.

If these requirements are met, the amount previously forfeited from your account will be reinstated. The reinstatement will be made by using other available forfeitures or, if necessary, by a special Company contribution.

## **PAYMENT OF BENEFITS**

### WHEN ARE BENEFITS PAID?

You will be eligible to receive benefits if you retire on or after reaching your Normal Retirement Age, die while employed by the Company, or become totally and permanently disabled while employed by the Company.

If you stop working for us prior to any of these events, you also will be entitled to receive benefit payments if you have a vested interest in your accounts.

Benefit payments normally will begin shortly after the Valuation Date next following your separation from employment. If the amount distributable to you is in excess of \$5,000 (including any rollover contributions you made to the Plan), however, distributions will not begin until attain your Normal Retirement Age unless you request an earlier payment in writing.

If you will attain your Normal Retirement Age before you are 62, no distribution may be made prior to your 62<sup>nd</sup> birthday unless you request an earlier payment in writing.

#### MAY I POSTPONE MY BENEFITS?

Not indefinitely. Subject to a certain exceptions, you must start to receive your benefits no later than April 1st of the calendar year following the later of (1) the calendar in which you reach (a) 70½ years of age if you were born before July 1, 1949, (b) 72 years of age if you were born on or after July 1, 1949; or (2) the calendar year in which you terminate employment with the Company. The required beginning date has been further delayed by recent legislation for people who turn age 72 after December 31, 2022. If you have specific questions on the latest date by which you must begin receiving benefits, please contact the Plan Administrator. Distributions required under this paragraph are called “required minimum distributions.”

Notwithstanding the foregoing, pursuant to the CARES Act, the Plan waived required minimum distributions for the 2020 calendar year, including amounts paid in 2021 with respect to 2020. This means that if you would otherwise have been required to take a required minimum distribution for 2020, you were not required to take such distribution. Instead, you could have elected to receive or waive your required minimum distribution for 2020.

#### HOW ARE MY BENEFITS PAID?

How benefits are paid depends in part on the size of your accounts.

Effective January 1, 2023, if you separate from employment with the Company with less than \$5,000 in vested benefits under the Plan, the full vested amount will automatically be distributed to you. If you do not elect to receive the distribution or to have the distribution paid to another eligible plan within one year of your termination from the Company, the Plan Administrator will automatically roll your distribution into an individual retirement plan (“IRA”) on your behalf.

If the balance of your accounts is greater than \$5,000 (including any rollover contributions you made to the Plan), you will be allowed to select between the available forms of payment. The available forms of payment include a lump sum payment or installments over a fixed period of years.

If you are receiving your benefits in installments, you may later change your election to receive your benefits in installments over a shorter period or receive a lump sum distribution of the remainder of your accounts.

The different ways of receiving your benefits may have very different effects upon your income and your income tax liability. The most economical method of payment will depend on your own particular situation when you are ready to receive benefits, and no general description of the best way to take payment can be explained here. We strongly advise that, when the time

for retirement approaches, you consult with your own tax advisors concerning your particular situation.

#### WHAT IS A ROLLOVER?

A rollover is a tax-free means of moving assets from the Plan to another eligible retirement plan.

#### WHAT IS AN “ELIGIBLE RETIREMENT PLAN”?

An “eligible retirement plan” includes any of the following:

- an individual retirement account described in Section 408(a) of the Code;
- a traditional IRA;
- a Roth IRA;
- a qualified trust described in Section 401(a) of the Code;
- an annuity plan described in Section 403(a) of the Code;
- an annuity contract described in Section 403(b) of the Code; and
- an eligible deferred compensation plan described in Section 457(b) maintained by a state, political subdivision of a state, or an agency or instrumentality of either.

#### MAY I ROLLOVER ANY DISTRIBUTIONS THAT I MAY RECEIVE?

Any “eligible rollover distribution” that you receive from the Plan may be rolled over to an eligible retirement plan that accepts rollovers. The Plan Administrator will be able to tell you what portion of any distribution you receive is an eligible rollover distribution. In general, the following payments are not eligible for rollover:

- a payment that is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for (1) your lifetime (or your life expectancy), (2) your lifetime and your beneficiary’s lifetime (or life expectancies), or (3) a period of ten or more years;
- hardship distributions;
- any portion of a required minimum distribution that is required under Code Section 401(a)(9); and
- any distribution that is reasonably expected to total less than \$200 during a year.

## MAY MY BENEFICIARIES ROLLOVER ANY DISTRIBUTIONS THAT THEY MAY RECEIVE?

If your designated beneficiary is your surviving Spouse, he or she may rollover an “eligible rollover distribution” to any “eligible retirement plan.”

Non-Spouse designated beneficiaries may make a direct rollover to an IRA established on behalf of the non-spouse designated beneficiary for the purpose of receiving the distribution. A distribution is eligible for direct rollover only if it otherwise meets the requirements of an eligible rollover distribution. If a non-Spouse designated beneficiary chooses not to make a direct rollover, he or she cannot later choose to make an indirect rollover.

## WHAT IS A DIRECT ROLLOVER?

In a direct rollover, the “eligible rollover distribution” (as described above) is paid directly from the Plan to another eligible retirement plan that accepts rollovers. If you choose to make a direct rollover, you are not taxed on the payment until you later take it out of the other plan.

## WHAT HAPPENS IF I DO A ROLLOVER ON MY OWN RATHER THAN HAVING A DIRECT ROLLOVER DONE FOR ME?

If you have the payment made to you, and any portion of the payment is an eligible rollover distribution, it is subject to 20% income tax withholding. For example, if your eligible rollover distribution is \$10,000, only \$8,000 will be paid to you because the Plan must withhold \$2,000 as income tax. If you have a direct rollover done on your behalf, however, generally no taxes will be withheld.

Also, you must be sure to act promptly because the rollover contribution to the other plan must occur within 60 days of your receipt of the distribution from this Plan.

## WHAT BENEFITS WILL MY BENEFICIARIES RECEIVE IF I DIE?

If you die on or after January 1, 2020, your benefits will be distributed based on the identity of your beneficiary(ies), as described below. Different rules applied to participants who died on or before December 31, 2019. For more information about the prior rules, contact the Plan Administrator.

If your designated beneficiary is an “eligible designated beneficiary” (including your spouse, your minor child, a disabled or chronically ill individual, or any individual not more than 10 years younger than you), your beneficiary must generally begin receiving Plan distributions within one year of your death and benefits will generally be paid over their life expectancy. There are two exceptions:

1. If your sole designated beneficiary is your spouse, your spouse may postpone payments until the date on which you would have attained age 72 (or your applicable required beginning date), if applicable.

2. If your designated beneficiary is your minor child, all remaining benefits must be distributed to such child within 10 years of the child reaching age 18.

If your designated beneficiary is not an “eligible designated beneficiary,” all remaining benefits must be distributed to your designated beneficiary within 10 years of your death. Similarly, if your eligible designated beneficiary dies after you, any remaining benefits will be distributed to his/her beneficiary within 10 years of the eligible designated beneficiary’s death.

If you die without designating a beneficiary, all of your remaining benefits must be distributed to your surviving Spouse, children, or estate (as applicable under the Plan) within five years of your death or, if you die after your mandatory distribution date, over your remaining life expectancy prior to your death.

## WHO ARE MY BENEFICIARIES?

Your beneficiaries are the people (whether one or more than one) that you designate to receive your benefits in the event of your death. You may do this by obtaining a special form from the Plan Administrator, filling it out, signing it, and returning it to the Plan Administrator. If you are married, your beneficiary designation will not be effective without your Spouse’s consent.

You may change your beneficiary as often as you wish. We will follow the directions contained in the last signed written notice in our possession.

If you do not name beneficiaries, or if the beneficiary you named is no longer alive when benefits become payable, your benefits will be paid to your Spouse, if he or she is then living. If you do not then have a living Spouse, your benefits will be distributed to your children, if any. If you have no living children, your benefits will be paid to your estate.

## **IN-SERVICE WITHDRAWALS**

### CAN I TAKE A HARDSHIP DISTRIBUTION FROM THE PLAN?

Yes. You may make a withdrawal from all of your pre-tax contributions and Roth contributions, including earnings, for reasons of “hardship.” You may not make a hardship withdrawal from your rollover account, Matching Contributions Account or Discretionary Contributions Account.

### WHAT IS CONSIDERED A “HARDSHIP”?

A hardship is an immediate and heavy financial need caused by (1) medical or dental expenses for you, your Spouse, dependents or primary beneficiary, (2) the purchase of your primary residence (excluding mortgage payments), (3) tuition, room and board, or other education related expenses for the next year of post-secondary education for you, your Spouse, dependents or primary beneficiary, (4) payments necessary to prevent the eviction from your home or the foreclosure on your principal residence mortgage, (5) burial or funeral expenses for your deceased parent, Spouse, children, dependents or primary beneficiary, (6) expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to Section 165(h)(5) and whether the loss



exceeds 10% of adjusted gross income), (7) expenses and losses (including loss of income) incurred by you on account of a disaster declared by the Federal Emergency Management Agency (“FEMA”) under the Robert T. Stafford Disaster Relief and Emergency Act, if your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster, or (8) any other circumstance or expense designated by the Commissioner of the Internal Revenue Service as a deemed immediate and heavy financial need.

A hardship withdrawal may only be made upon demonstration of financial need in an amount considered by the Plan Administrator to be burdensome in relation to your other available resources.

Pursuant to the CARES Act, special rules temporarily applied to certain participants in 2020, including special coronavirus-related hardship distributions. For more information about these special rules, contact the Plan Administrator.

#### HOW DO I SHOW THAT I NEED TO MAKE A HARDSHIP WITHDRAWAL?

You must represent that you have insufficient cash or other liquid assets to satisfy the immediate and heavy financial need to which the hardship distribution relates. This representation might include documentation to substantiate your request for all hardship distributions, such as copies of bills and evidence that you do not have other resources to meet this need.

#### CAN I TAKE AN IN-SERVICE DISTRIBUTION FROM THE PLAN WHEN I TURN AGE 59½?

Yes. If you are age 59½ or older, you may make a written request for a withdrawal of your vested accounts even if you do not have a hardship. If you receive an age 59½ withdrawal, you may continue to participate in the Plan.

#### CAN I TAKE AN IN-SERVICE DISTRIBUTION FROM THE PLAN IF I AM CALLED TO ACTIVE DUTY?

Effective January 1, 2010, you may take a distribution of employee contributions from the Plan if you are a reservist ordered or called to active duty for a minimum 179-day period or for an indefinite period. The distribution must be taken during the period after you have been called to duty and before the active duty ends. The distribution is not subject to the 10% penalty on early distributions, but it may be subject to income tax. Reservists who take a qualified reservist distribution may repay the amount of the qualified reservist distribution to an individual retirement account during the two-year period following active duty.

### **SERVICE CALCULATIONS**

#### WHAT IS AN “HOUR OF SERVICE”?

An “Hour of Service” is any hour for which you are paid or entitled to payment for the performance of services. You may also receive credit for up to 501 hours for periods of paid absence.

## WHAT IS “CONTINUOUS SERVICE”?

Your Continuous Service is calculated in completed years and months. It is based on your elapsed time of employment with the Company, beginning on your first day of work and ending on what we call your “termination date.”

Your “termination date” is the earlier of (1) the day on which you quit, retire, are discharged or die, or (2) the first anniversary of the first day of a period during which you are absent from work for any other reason. Special rules come into play if you are absent from work and then quit, retire, are discharged or die. These rules will be explained if they become applicable to you.

If you leave the Company but return before incurring a Break in Continuous Service, your Continuous Service will even include the period of absence. If you return to the Company after you incur a Break in Continuous Service, the period of time between your termination date and your return will not be considered. We will start counting your Continuous Service again as of your date of reemployment. In addition, unless your prior service is disregarded in accordance with the rules explained below, your total Continuous Service will then equal the Continuous Service you had earned before your departure and the Continuous Service credited to you after you return.

## WHAT IS A “BREAK IN CONTINUOUS SERVICE”?

A “Break in Continuous Service” is a 12-month period beginning on your termination date during which you are not credited with one or more Hours of Service. In other words, if you quit, retire or are discharged and do not come back to the Company and work at least 1 Hour of Service before 12 months pass, you will incur a Break in Continuous Service. You will also incur a Break in Continuous Service if you do not return to the Company and work at least one Hour of Service within the 12 months following the first year of an authorized leave of absence.

## WHAT HAPPENS IF I HAVE A BREAK IN CONTINUOUS SERVICE AND THEN RETURN TO THE COMPANY?

If you incur fewer than five consecutive Breaks in Continuous Service, Continuous Service earned both before and after such Breaks in Continuous Service will be included in determining your vested interest in your Discretionary Contributions Account (and Matching Contributions Account, if applicable) attributable to employment both before and after such Breaks in Continuous Service.

If you incur five consecutive Breaks in Continuous Service, all Continuous Service you earn after such Breaks in Continuous Service will be disregarded in determining your vested interest in your Discretionary Contributions Account (and Matching Contributions Account, if applicable) attributable to employment before such Breaks in Continuous Service. However, Continuous Service earned both before and after such Breaks in Continuous Service will be included in determining your vested interest in your Discretionary Contributions Account (and Matching Contributions Account, if applicable) attributable to employment after such Breaks in Continuous Service.

IS ALL OF MY SERVICE WITH THE COMPANY COUNTED FOR PURPOSES OF THE PLAN?

All of your Continuous Service is considered for purposes of our Plan, except service disregarded because of a Break in Continuous Service.

IS SERVICE WITH ANY OTHER EMPLOYER CONSIDERED FOR PURPOSES OF OUR PLAN?

Persons previously employed by the following “predecessor employers” who are later employed by the Company will be credited with their service with those “predecessor employers” for purposes of our Plan.

Boreal Mountain Resort  
CMH Corporation  
Copper Mountain, Inc.  
Copper Mountain Real Estate, Inc.  
Greater Park City Company  
Killington Mountain Resort  
Lee Canyon Ski Lifts, Inc.  
Mt. Bachelor, Inc.  
Wheeler Junction Electric Company  
Eldora Enterprises, LLC

ARE THERE ANY SPECIAL RULES IF I TAKE MILITARY LEAVE?

Yes. The Plan complies with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). Under USERRA, if you are absent from work because of military service, subject to certain limits and exceptions, you are generally entitled to reemployment. In addition, on reemployment, you are entitled to receive certain pension, profit sharing and similar benefits that would have been received but for your absence during military service.

USERRA requires, for example, that, (1) if you are rehired after qualified military leave, you be treated as not having incurred a Break in Continuous Service because of the period of military service, (2) your military service is treated as service for vesting purposes, (3) you are permitted to make up the 401(k) deferrals you miss making during your period of military service, and (4) if you make up 401(k) deferrals, you are entitled to any benefits that are contingent on 401(k) deferrals to the Plan. With respect to any 401(k) deferrals that you make up, the Company must make matching contributions that would have been required if the make-up contributions had actually been made during the period of military service.

As permitted by USERRA, the Plan has also been amended to allow loan payments to be suspended during qualified military leave.

If you have any questions about qualified military leave and your reemployment rights, contact the Plan Administrator.

## CLAIMS PROCEDURE

### AM I REQUIRED TO FILE A CLAIM FOR BENEFITS?

As a general rule, you are not required to file a claim for benefits under the Plan. If you do not receive a benefit you think you are entitled to, or if you are dissatisfied with the determination of your benefits, eligibility, participation, or any other right or interest under this Plan, you may file a written claim with the Plan Administrator in accordance with the claims procedures described below. Please note that in order to file suit in a state or Federal court, you must first exhaust these claims procedures (*i.e.*, you must complete the entire claims process, including filing an appeal).

### WHEN WILL THE PLAN ADMINISTRATOR RESPOND TO MY CLAIM?

If your claim is wholly or partially denied, notice of the decision shall be furnished to you within 90 days after receipt of the claim by the Plan Administrator. If, however, the Plan Administrator determines that special circumstances require an extension of time to process the claim, written notice (including an explanation of the special circumstances requiring an extension and the date by which the Plan Administrator expects to render the benefits determination) will be furnished to you before the end of the original 90-day period. In no event will such extension be for more than 90 days from the end of the initial 90-day period.

The denial notice will be in writing, and will include the following:

- (a) The specific reason or reasons for the denial;
- (b) Specific reference to the pertinent plan provisions upon which the denial is 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; and
- (d) An explanation of the Plan's appeal procedure, including the time limits applicable to the Plan's appeal procedures, and a statement of your right to bring a civil action under ERISA.

### HOW DO I APPEAL IF A CLAIM IS DENIED?

You have the right to appeal a denial of a claim under the Plan to the Plan Administrator. Such appeal may be accomplished by sending a written notice of appeal to the Plan Administrator within 60 days after you receive notification of the denial. After you have filed a notice of appeal with the Plan Administrator, you or your authorized representative may review pertinent documents and may submit issues and comments in writing, including reasons why your claim should be allowed.

You may request, free of charge, reasonable access to, and copies of, all documents, records, and other information "relevant" to your claim for benefits. Review of your claim shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such documents, records or other information were submitted or considered in the initial benefit determination. "Relevant" means that

documents, records or other information were relied upon in making the benefit determination; were submitted, considered, or generated in the course of making the benefit determination, even if the Plan Administrator did not rely on them in making the benefit determination; or demonstrate compliance with the administrative processes and safeguards required for making of the benefit determination.

A decision by the Plan Administrator will be made within 60 days of the date that your written notice of appeal is filed with the Plan Administrator. If special circumstances require an extension of the 60-day period, you will be notified before the end of the original 60-day period. At most, your appeal will be decided within 120 days.

The Plan Administrator's decision will be in writing and shall include specific reasons for the decision. If your appeal is denied, your denial notice will set forth:

- (a) The specific reason or reasons for denial of the claim;
- (b) Reference to the specific Plan provisions upon which the denial is based;
- (c) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
- (d) A statement of the claimant's right to bring a civil action under ERISA.

### **GENERAL MATTERS**

#### **WHO IS RESPONSIBLE FOR ADMINISTERING THE PLAN?**

Powdr Corp. is the Plan Administrator. As the Plan Administrator, Powdr Corp. will administer the Plan in accordance with its terms. Among other things, it will construe the Plan, determine questions of eligibility for participation and benefits, and establish any rules or regulations necessary for the efficient operation of the Plan.

If it so chooses, Powdr Corp. may delegate its powers and duties as Plan Administrator to an administrative committee.

#### **WHAT IS A QDRO?**

Your account balance may be reduced by a qualified domestic relations order ("QDRO"). A QDRO is a domestic relations judgment, decree or order, entered under state law that meets the requirements of the Code and ERISA. A QDRO may require the Plan to pay all or part of your account to your Spouse, former Spouse, child or dependent. For information about the Plan's procedures for a QDRO, contact the Plan Administrator. You may obtain a copy of the Plan's QDRO procedures, without charge, from the Plan Administrator.

ARE MY BENEFITS UNDER THIS PLAN INSURED BY THE FEDERAL OR STATE GOVERNMENT?

The benefits payable under this Plan are not insured under Title IV of the ERISA or any other government program. Those insurance provisions do not apply to defined contributions plans such as ours, under which your benefits are based on your account balance and are not fixed in amount.

MAY ANY ASSETS OF THE PLAN BE PAID TO THE COMPANY?

If the IRS denies the Company a deduction for its contribution, or if the Company makes a contribution by reason of a mistake of fact, the Company's contribution (or the nondeductible portion of it) may be returned.

CAN POWDR CORP. MODIFY OR TERMINATE THE PLAN?

Powdr Corp. expects the Plan to be permanent, but it has reserved the right to amend (*e.g.*, increase, decrease, add or eliminate) Plan provisions or terminate the Plan at any time. If the Plan is terminated, you will have a fully vested interest in the benefits you accrued prior to the termination. The same rule applies if the Plan is partially terminated and you are affected by the partial termination.

Powdr Corp. is not in any way obligated to continue the Plan.

WHO IS THE SPONSOR OF THIS PLAN?

Powdr Corp. is the Plan sponsor. Its official name, address and telephone number follow:

Powdr Corp.  
P.O. Box 4646  
Park City, UT 84060  
(435) 658-5517

WHAT IS THE PLAN ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER?

The Plan Administrator's name, address and telephone number follow:

Powdr Corp.  
Attn: Plan Administrator  
P.O. Box 4646  
Park City, UT 84060  
(435) 658-5517

## WHO IS THE TRUSTEE?

The name, address and telephone number of the Trustee for our Plan follow:

TD Ameritrade Trust Company  
717 17<sup>th</sup> Street, Suite 1700  
Denver, CO 80202-3331  
(877) 270-6892  
Fax: (303) 293-2711

## WHO IS THE PLAN'S AGENT FOR SERVICE OF LEGAL PROCESS?

The name, address and telephone number of the Plan's agent for service of legal process follow:

Powdr Corp.  
Attn: Plan Administrator  
P.O. Box 4646  
Park City, UT 84060  
(435) 658-5517

Legal process may also be served on the Plan Administrator or the Trustee at the above addresses.

## WHAT IS POWDR CORP'S EMPLOYER IDENTIFICATION NUMBER?

Powdr Corp.'s employer identification number is 94-1495276.

## WHAT IS THE PLAN NUMBER?

The three-digit number assigned to this Plan by Powdr Corp. is 001.

## WHAT IS THE PLAN YEAR?

Our Plan Year begins on January 1 and ends on December 1.

## **YOUR RIGHTS UNDER ERISA**

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all participants shall be entitled to:

## RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, 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 (formerly known as the Pension and Welfare Benefit Administration).

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated summary description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 59½) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

## PRUDENT ACTIONS BY PLAN FIDUCIARIES

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 benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that 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, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

## ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in



your 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.

## **APPENDIX A**

### **Participating Employers as of October 1, 2022**

1. Boreal Ridge Corp.
2. Killington-Pico Ski Resort Partners, LLC
3. Lee Canyon Ski Lifts, Inc.
4. Mt. Bachelor LLC
5. Powdr – Copper Mountain LLC
6. Powdr – Woodward PA LLC
7. Powdr – Woodward CA LLC
8. Eldora Enterprises LLC
9. Parleys Recreation Partners, L.L.C.
10. Powdr-WPG, LLC

# TABLE OF CONTENTS

	Page
INTRODUCTION .....	1
ELIGIBILITY AND PARTICIPATION .....	1
WHAT CLASSIFICATIONS OF EMPLOYEES ARE ELIGIBLE TO PARTICIPATE IN THE PLAN? .....	1
WHAT ARE THE REQUIREMENTS FOR ME TO BEGIN PARTICIPATION IN THE PLAN? .....	2
WHAT ARE THE AGE AND SERVICE REQUIREMENTS FOR PARTICIPATION IN THE EMPLOYEE CONTRIBUTIONS PORTION OF THE PLAN? .....	2
WHAT ARE THE AGE AND SERVICE REQUIREMENTS FOR PARTICIPATION IN THE EMPLOYER CONTRIBUTIONS PORTION OF THE PLAN? .....	2
WHEN MAY I BEGIN PARTICIPATION? .....	2
WHAT IS AN ENTRY DATE? .....	2
PARTICIPATION .....	2
ONCE I AM ELIGIBLE TO PARTICIPATE IN THE PLAN, HOW DO I ELECT TO PARTICIPATE? .....	2
AFTER BECOMING A PARTICIPANT, WHEN DO I BECOME INELIGIBLE TO CONTINUE IN THE PLAN? .....	3
EMPLOYEE CONTRIBUTIONS .....	3
AM I REQUIRED TO MAKE CONTRIBUTIONS TO THE PLAN? .....	3
IS THERE MORE THAN ONE TYPE OF EMPLOYEE CONTRIBUTION? .....	3
HOW MUCH OF MY PAY CAN I CONTRIBUTE AS EMPLOYEE CONTRIBUTIONS? .....	3
WHAT ARE “CATCH-UP” CONTRIBUTIONS AND WHO CAN MAKE THEM? .....	3
ARE THERE ANY OTHER LIMITS ON MY CONTRIBUTIONS? .....	4
WILL MY PRE-TAX CONTRIBUTIONS REDUCE MY INCOME TAXES? .....	4
WILL I RECEIVE ANY TAX CREDITS BY MAKING PRE-TAX CONTRIBUTIONS OR ROTH CONTRIBUTIONS TO THE PLAN? .....	4
HOW DOES A ROTH CONTRIBUTION WORK? .....	5
MAY I MAKE ADDITIONAL CONTRIBUTIONS TO THE PLAN ON AN AFTER-TAX BASIS? .....	5
MAY I CHANGE THE AMOUNT I AM CONTRIBUTING? .....	6
MAY I STOP MAKING CONTRIBUTIONS? .....	6

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
IF I AM ENTITLED TO RECEIVE A DISTRIBUTION FROM ANOTHER PLAN, MAY I PLACE IT IN THIS PLAN?.....	6
EMPLOYER CONTRIBUTIONS.....	7
DOES THE COMPANY MATCH MY CONTRIBUTIONS IN ANY WAY?.....	7
WILL THE COMPANY MAKE ANY OTHER CONTRIBUTIONS?.....	8
IF THE COMPANY DOES MAKE A DISCRETIONARY CONTRIBUTION, HOW WILL MY SHARE BE DETERMINED?.....	8
ARE THERE ANY REQUIREMENTS I MUST SATISFY IN ORDER TO RECEIVE MATCHING CONTRIBUTIONS? .....	8
ARE THERE ANY REQUIREMENTS I MUST SATISFY IN ORDER TO RECEIVE DISCRETIONARY CONTRIBUTIONS? .....	8
DOES THE COMPANY MAKE ANY OTHER CONTRIBUTIONS TO THE PLAN? .....	9
IS ALL OF MY PAY CONSIDERED FOR PURPOSES OF THE PLAN?.....	9
WHAT IS A TOP HEAVY PLAN? .....	9
ARE THERE ANY LIMITS ON THE AMOUNT THAT CAN BE ALLOCATED TO ME? .....	9
WHAT ARE “FORFEITURES” AND HOW ARE THEY ALLOCATED TO ME?.....	9
ACCOUNTING AND INVESTMENTS.....	10
HOW IS MY INTEREST IN THE PLAN ACCOUNTED FOR? .....	10
WHO IS RESPONSIBLE FOR INVESTING THE ASSETS OF THE PLAN? .....	10
WHAT IS A SECTION 404(c) PLAN?.....	10
WHAT INVESTMENT OPTIONS DO I HAVE UNDER THE PLAN? .....	11
MAY I CONTROL THE INVESTMENT OF MY ACCOUNTS?.....	11
SHOULD I DIVERSIFY MY ACCOUNT?.....	11
ARE THERE ANY DESIGNATED INVESTMENT ADVISERS UNDER THE PLAN? .....	12
HOW MAY I GIVE INVESTMENT INSTRUCTIONS?.....	12
ARE THERE LIMITATIONS ON MY ABILITY TO DIRECT THE INVESTMENT OF MY ACCOUNTS? .....	12
MAY I RECEIVE ADDITIONAL INFORMATION ABOUT PARTICULAR INVESTMENT ALTERNATIVES? .....	12
HOW CAN I RECEIVE ADDITIONAL INVESTMENT INFORMATION? .....	13
WILL I BE PROVIDED A PROSPECTUS FOR CERTAIN INVESTMENT ALTERNATIVES?.....	13

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
WILL THE PLAN ADMINISTRATOR, THE COMPANY, OR ANY OTHER INDIVIDUAL ASSOCIATED WITH THE PLAN OR THE COMPANY PROVIDE INVESTMENT ADVICE? .....	13
HOW DO I SHARE IN INCOME (AND LOSSES) FROM THE PLAN'S INVESTMENTS? .....	13
WHAT IS A VALUATION DATE? .....	14
MAY I BORROW MONEY FROM THE PLAN? .....	14
VESTING AND FORFEITURES .....	14
WHAT DOES "VESTING" MEAN? .....	14
WHEN DO MY DISCRETIONARY CONTRIBUTIONS ACCOUNT AND MY MATCHING CONTRIBUTIONS ACCOUNT BECOME FULLY VESTED? .....	15
WHAT IS MY NORMAL RETIREMENT AGE? .....	15
HOW DO MY YEARS OF SERVICE AFFECT VESTING? .....	15
WHAT HAPPENS TO THE NON-VESTED PART OF MY EMPLOYER DISCRETIONARY AND/OR MATCHING CONTRIBUTIONS ACCOUNT IF I SEPARATE FROM EMPLOYMENT? .....	16
WHAT HAPPENS TO THE FORFEITURES LOST FROM MY DISCRETIONARY AND/OR MATCHING CONTRIBUTIONS ACCOUNT? .....	16
IF I LATER RETURN TO THE COMPANY, IS THERE ANYTHING I CAN DO TO HAVE THE AMOUNTS PREVIOUSLY FORFEITED FROM MY ACCOUNT REINSTATED? .....	16
PAYMENT OF BENEFITS .....	16
WHEN ARE BENEFITS PAID? .....	16
MAY I POSTPONE MY BENEFITS? .....	17
HOW ARE MY BENEFITS PAID? .....	17
WHAT IS A ROLLOVER? .....	18
WHAT IS AN "ELIGIBLE RETIREMENT PLAN"? .....	18
MAY I ROLLOVER ANY DISTRIBUTIONS THAT I MAY RECEIVE? .....	18
MAY MY BENEFICIARIES ROLLOVER ANY DISTRIBUTIONS THAT THEY MAY RECEIVE? .....	19
WHAT IS A DIRECT ROLLOVER? .....	19
WHAT HAPPENS IF I DO A ROLLOVER ON MY OWN RATHER THAN HAVING A DIRECT ROLLOVER DONE FOR ME? .....	19
WHAT BENEFITS WILL MY BENEFICIARIES RECEIVE IF I DIE? .....	19

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
WHO ARE MY BENEFICIARIES? .....	20
IN-SERVICE WITHDRAWALS .....	20
CAN I TAKE A HARDSHIP DISTRIBUTION FROM THE PLAN? .....	20
WHAT IS CONSIDERED A “HARDSHIP”? .....	20
HOW DO I SHOW THAT I NEED TO MAKE A HARDSHIP WITHDRAWAL?.....	21
CAN I TAKE AN IN-SERVICE DISTRIBUTION FROM THE PLAN WHEN I TURN AGE 59½?.....	21
CAN I TAKE AN IN-SERVICE DISTRIBUTION FROM THE PLAN IF I AM CALLED TO ACTIVE DUTY?.....	21
SERVICE CALCULATIONS .....	21
WHAT IS AN “HOUR OF SERVICE”?.....	21
WHAT IS “CONTINUOUS SERVICE”? .....	22
WHAT IS A “BREAK IN CONTINUOUS SERVICE”? .....	22
WHAT HAPPENS IF I HAVE A BREAK IN CONTINUOUS SERVICE AND THEN RETURN TO THE COMPANY?.....	22
IS ALL OF MY SERVICE WITH THE COMPANY COUNTED FOR PURPOSES OF THE PLAN?.....	23
IS SERVICE WITH ANY OTHER EMPLOYER CONSIDERED FOR PURPOSES OF OUR PLAN? .....	23
ARE THERE ANY SPECIAL RULES IF I TAKE MILITARY LEAVE? .....	23
CLAIMS PROCEDURE.....	24
AM I REQUIRED TO FILE A CLAIM FOR BENEFITS?.....	24
WHEN WILL THE PLAN ADMINISTRATOR RESPOND TO MY CLAIM?.....	24
HOW DO I APPEAL IF A CLAIM IS DENIED? .....	24
GENERAL MATTERS .....	25
WHO IS RESPONSIBLE FOR ADMINISTERING THE PLAN? .....	25
WHAT IS A QDRO? .....	25
ARE MY BENEFITS UNDER THIS PLAN INSURED BY THE FEDERAL OR STATE GOVERNMENT? .....	26
MAY ANY ASSETS OF THE PLAN BE PAID TO THE COMPANY? .....	26
CAN POWDR CORP. MODIFY OR TERMINATE THE PLAN?.....	26
WHO IS THE SPONSOR OF THIS PLAN? .....	26
WHAT IS THE PLAN ADMINISTRATOR’S NAME, ADDRESS AND TELEPHONE NUMBER?.....	26
WHO IS THE TRUSTEE? .....	27

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
WHO IS THE PLAN’S AGENT FOR SERVICE OF LEGAL PROCESS? .....	27
WHAT IS POWDR CORP’S EMPLOYER IDENTIFICATION NUMBER? .....	27
WHAT IS THE PLAN NUMBER? .....	27
WHAT IS THE PLAN YEAR? .....	27
YOUR RIGHTS UNDER ERISA .....	27
RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS.....	27
PRUDENT ACTIONS BY PLAN FIDUCIARIES.....	28
ASSISTANCE WITH YOUR QUESTIONS .....	28
APPENDIX A PARTICIPATING EMPLOYERS AS OF OCTOBER 1, 2022 .....	1



## Instructions

According to the plan document, you may transfer a distribution from another eligible employer retirement plan or from a traditional pretax IRA known as the **source plan** into this Plan. This type of transfer is known as a *rollover contribution*. There are several guidelines that you must follow for the rollover to be accepted.

### We Accept Distributions From:

1. Employer plans qualified under section 401(a)/401(k) or 403(b) - Pre-Tax and Roth
2. Rollover IRAs (Pre-Tax rollover to an IRA from an employer plan qualified under section 401(a)/401(k) or 403(b))
3. Traditional Pre-Tax IRAs
4. Governmental 457 Plans

### We Do Not Accept Distributions From:

1. Any Type of Roth IRA
2. SEP IRAs
3. SIMPLE IRAs
4. Inherited IRAs
5. Traditional After-Tax IRAs
6. Non Governmental 457 Plans
7. Any After-Tax received from a Plan

### Three ways a rollover may be contributed to the Plan:

1. A Direct Rollover is a check written by the **source plan** directly to the Plan's custodial account.
2. An Indirect Rollover is a check payable to you, which you received as a distribution from the **source plan** and endorsed by you over to the Plan's custodial account. (Not available for Roth Rollovers.)
3. An Indirect Rollover may also be your personal check, payable to the Plan's custodial account, for up to the taxable amount you received from the **source plan**. (Not available for Roth Rollovers.)

**Please note for Indirect Rollovers:** 1) You only have 60 days to complete the rollover, and 2) You may include the repayment of the 20% federal income taxes withheld from the **source plan** distribution. You can reclaim the withheld taxes when you file your personal tax return.

### What you Must Do:

1. Complete the *Rollover Contribution Employee Certification* form by reading the rules and certifying that the rollover meets the required criteria. Additionally, you must contact your Human Resources Department for pre-approval of your rollover.
2. If this is a Roth rollover, provide either a copy of the 1099R associated with the Roth distribution or complete the *Employee Certification of Roth Rollover*.
3. Provide a copy of your most recent account statement from your previous employer plan or IRA.
4. Your current investment elections will apply to your rollover contribution. If you have not previously made an Investment election, your rollover will be invested in the Moderate Portfolio. If you would like to update your investment election you can do so either online or by completing an investment election form and including it with your rollover paperwork.
5. Have the check made payable to the Plan's custodial account:

**Matrix Trust Company, Acct# 07P69NLW, FBO Powdr Corp. 401(k) Plan; FAO <your name>.**

6. Have the check sent directly to you, and then send the check and all signed forms to your Human Resources Department.

Once your completed forms, your rollover check and a copy of your most recent statement are received, the Plan Administrator will verify that the amount is eligible for rollover. Once deposited, the funds will begin to share in any investment gains or losses of this Plan and will be subject to the Plan's distribution provisions. If your rollover is denied, you will receive an explanation letter or email.

We want to ensure that your rollover contribution is correctly processed and that neither you nor the Plan violates IRS regulations. If you have any questions, please contact your Human Resources Department or the service center at 888-700-0808 **between 9am-8pm EST / 6am-5pm PST, M-F.**





**Step 1: Enter Your Information**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

I hereby request that the Plan Administrator consider and accept the below certification and associated check as a rollover contribution.

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

**Step 2: Your Certification (check all options below)**

- I hereby certify that to the best of my knowledge the distribution I have received (or am eligible to receive) and which I am electing to roll over qualifies as an *eligible rollover distribution* because it is being distributed from an eligible retirement plan and because it **is not** being paid to me as: (1) one of a series of substantially equal payments payable over my life expectancy or the joint life expectancies of myself and my designated beneficiary; (2) one of a series of installment payments payable over 10 years or more; (3) all or part of a Required Minimum Distribution; (4) a financial hardship withdrawal; and (5) a return of any excess deferrals, excess contributions, or excess aggregate contributions.
- I further certify that to the best of my knowledge the distribution I have received (or am eligible to receive) and which I am electing to roll over is not from any of the following: Roth IRA, SEP IRA, SIMPLE IRA, Inherited IRA, Traditional After-Tax IRA, Non Governmental 457 Plan, After-Tax received from another Plan.
- Attached is a copy of the most recent account statement from my previous employer plan or IRA custodian.

**Step 3: Designate the Type of Rollover (choose one option below)**

- DIRECT ROLLOVER (Pre-Tax Only) from a 401(a)/401(k) or 403(b) or a Governmental 457 source plan:** Credit to my Plan account a check in the amount of \$\_\_\_\_\_. This check represents amounts distributed from an eligible employer plan.
- DIRECT ROLLOVER from a Roth 401(a)/401(k) or Roth 403(b) source plan:** Credit to my Plan account a check in the amount of \$\_\_\_\_\_. Included with this form is either a copy of the tax form 1099-R that is associated with the check or the attached *Employee Certification of Roth Rollover* that has been completed and signed by me.
- DIRECT ROLLOVER from a Pre-Tax or Pre-Tax Rollover IRA:** Credit to my Plan account a check in the amount of \$\_\_\_\_\_. This check, drawn on an IRA arrangement, does not include any after-tax monies and is not from a Roth IRA, SEP IRA, SIMPLE IRA or an Inherited IRA.
- INDIRECT ROLLOVER (Pre-Tax Only) from a 401(a)/401(k) or 403(b) or a Governmental 457 source plan:** Credit to my Plan account a check in the amount of \$\_\_\_\_\_. I certify that this amount was received as a distribution from an eligible **source plan** within the last 60 days and that it does not include any after-tax dollars. Please indicate the name of the **source plan** below:

Source Plan: \_\_\_\_\_

**Please return completed forms to your Human Resources Department**

\_\_\_\_\_  
Plan Administrator Approval Signature

\_\_\_\_\_  
Plan Administrator Approval Date



**Step 1: Enter Your Information**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

I hereby request for consideration and acceptance this certification and associated check as a rollover contribution.

**Step 2: Your Certification**

Name of Source Plan: \_\_\_\_\_

I certify that, to the best of my knowledge, the rollover distribution being made from the **source plan** identified above:

- Is an eligible Roth rollover distribution as defined under the Internal Revenue Code.
- The first year of designated Roth contribution under the source plan was \_\_\_\_\_
- The amount of the rollover check attributable to Roth contributions is \$ \_\_\_\_\_
- The amount of the rollover check attributable to Roth earnings is \$ \_\_\_\_\_

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please return completed forms to your Human Resources Department**