



PAVIR Retirement Plan

Enrollment Information



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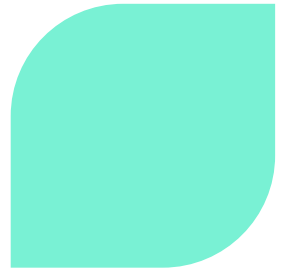
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PAVIR Retirement Plan

GENERAL INFORMATION

The 2026 IRS annual contribution limits are:

Standard Contribution Limit	\$24,500
Age 50-59 or 64+ catch up*	\$8,000 for total \$32,500
Age 60-63 catch up*	\$11,250 for total \$35,750
Contribution Types Allowed	Pre-Tax & Roth

* New requirement in 2026: catch-up contributions of highly paid employees (over \$150K in 2025) must be made on a Roth basis.

CONTRIBUTION ELIGIBILITY AND CONDITIONS

You are eligible to participate in the plan based on the following eligibility requirements and conditions, provided that you are not part of an excluded class of employees:

EMPLOYEE CONTRIBUTIONS

Minimum Age	N/A
Waiting Period	Date of Hire
Entry Dates	Immediately after eligibility
Auto-Enrollment	Yes
Deferral Changes*	Each pay period
Maximum Deferral Election	75% of eligible compensation
Special Conditions	Exclusions apply. Refer to SPD for details.

* You may stop contributing at any time. See your Plan Administrator for further details.

AUTOMATIC ENROLLMENT

Default Contribution	6%
Automatic Escalation	No

* You may stop contributing at any time. See your Plan Administrator for further details.

EMPLOYER MATCH

Minimum Age	N/A
Waiting Period	1 Year
Current Formula*	Safe Harbor \$1.00 per \$1.00 up to 6% of pay per pay period
Entry Dates	First day of each month
Special Conditions	Exclusions apply. Refer to SPD for details.
Vesting	Immediate, 100%

* Matching contributions are subject to change at the discretion of the employer.

EMPLOYER PROFIT SHARING

Minimum Age	N/A
Waiting Period	1 Year
Current Formula*	Discretionary, Non-elective
Entry Dates	First day of each month
Special Conditions	Exclusions apply. Refer to SPD for details.
Vesting	Immediate, 100%

* Profit-Sharing contributions are subject to change at the discretion of the employer.

INVESTMENT OPTIONS

You have a diverse array of investment options to choose from. If you choose not to direct your contributions, they will be directed to the plan's default fund. Please refer to the Plan's default investment notice or contact your Plan Administrator for more information.

ASSET ALLOCATION CHANGES / FUND TRANSFERS

You may change your investment choices for future contributions and/or request fund to fund transfers via the internet or by contacting your plan's service provider. Please review the fund prospectuses prior to making any investment selections.

WITHDRAWALS

Your vested contributions may be withdrawn only in the event of the following:

- Retirement
- Reaching Age 59.5
- Termination of Service
- Birth/Adoption
- Financial Hardship
- Disability
- Death

* Mandatory federal tax withholding, state tax withholding, and/or early withdrawal penalties may apply. Please consult a tax advisor for more information.

LOANS

Loans are available through your plan. Loan re-payments are made through payroll deductions. Please contact your Plan Administrator for more information.

Minimum Loan Amount	\$1,000
Maximum Loan Amount*	\$50,000
Maximum Number of Loans	2
Loan Interest Rate	Prime
Loan Processing Fee	\$125
Annual Maintenance Fee	\$0

* Maximum loan is limited to this amount or 50% of your vested balance, whichever is less.

SERVICE & CONTACT INFORMATION

Statements will be provided on a quarterly basis. You can access information regarding your account via the internet or via phone:

Company Name	The Standard
Plan Number	800396
Website	http://www.standard.com/retirement
Phone	(800) 858-5420

For additional Plan information, contact Vita Planning Group:

Company Name	Vita Planning Group
Email	planning@vitamail.com
Phone	(650) 567-9300



Plan Notices & Disclosures

The following notices from the Plan’s recordkeeper are included in this section:

- Safe Harbor Notice – This notice contains details about the Plan’s Safe Harbor contributions.
- ACA Notice – This provides important information about the Plan’s Automatic Contribution Arrangement (“ACA”) feature.
- QDIA Notice – The Qualified Default Investment Alternative (“QDIA”) notice describes how your 401(k) account is invested if you do not provide investment instructions.
- Fee Disclosure – This notice contains information about the investment options of the Plan and their respective costs.



PAVIR Retirement Plan

Safe Harbor Notice

This notice provides important information regarding your participation in the PAVIR Retirement Plan for the plan year. Please read it carefully as you decide how much of your compensation you will contribute to the plan.

You can find out more information about the plan in the Summary Plan Description (SPD), which can be obtained from the plan administrator named below.

Employee Deferral Elections

You may elect to contribute a percentage of your compensation to the 401(k) plan each year. Your contributions are always 100 percent vested.

PAVIR Retirement Plan has an automatic contribution arrangement. To make it easier for employees to save for retirement, we automatically deduct a percentage of your paycheck on a pre-tax basis, which is contributed to your retirement plan. You have the right to contribute a different percentage or you may choose not to contribute at all. To make a change to your deferral percentage, you must complete and return a salary reduction agreement to us, or make an election on The Standard's website. Note that the contributions you make to the plan are always 100 percent vested.

Your total contribution in any taxable year may not exceed an indexed dollar limit set by law. Please reference the plan's SPD for more information regarding the types and amounts of compensation that may be deferred.

Employer Safe Harbor Contribution

Enhanced Safe Harbor Contribution. We will make a matching contribution equal to 100 percent of your contribution amount not exceeding 6 percent of compensation. You are immediately 100 percent vested in this contribution.

To be eligible for the contribution you must:

- have 12 months of service

Entry date for the contribution is the first day of any month.

While we do not intend to do so, we may suspend or reduce our employer contributions during the year. If we do, you will receive a supplemental notice explaining the reduction or suspension of the contribution at least 30 days before the change is effective, and we will make any contribution you have earned up to the effective date of the change.

Other Employer Contributions

Profit Sharing

We may make a profit sharing contribution.

When a contribution is made each eligible employee will receive a pro-rata share of the contribution based on pay.

To be eligible for a profit sharing contribution, you must

- have 12 months of service
- complete 12 hour(s) of service during the 12-month period beginning on your date of hire or any plan year beginning after your date of hire

Entry date for the contribution is the first day of any month.

This contribution is 100 percent vested at all times.

Withdrawal Restrictions

You generally may not take withdrawals from your account except when one of the following events occurs:

- severance from employment
- death
- disability
- reach age 59½
- financial hardship (as defined by the plan)

Understanding Your Retirement Plan

The SPD provides additional information about the plan. If you have questions about how your plan works, contact your plan's administrator:

Lily Ibragimov

3801 Miranda Avenue Building 101, Room A2-210

Palo Alto CA 94304

650.493.5000

libragimov@pavir.org

Help from The Standard with Your Account

If you have questions or need help with your account, please reach out to one of our customer service representatives at

800.858.5420 or **savings@standard.com**.

Visit us at standard.com/retirement.

PAVIR Retirement Plan

Automatic Contribution Arrangement (ACA) Notice

Learning About Your Plan's Automatic Contributions

PAVIR Retirement Plan has an automatic contribution arrangement. To make it easier for employees to save for retirement, we automatically deduct a percentage of your paycheck on a pre-tax basis, which is contributed to your retirement plan. You may elect to change or discontinue automatic contributions by following the instructions below. Note that the contributions you make to the plan are always 100 percent vested.

Reviewing the Automatic Deferral Percentage

The following participants will automatically be enrolled in the plan with contributions of 6 percent of compensation:

- Newly Eligible Participants

No action is required on your part unless you wish to make a change to your deferral percentage.

Contributing a Different Percentage or Not at All

You have the right to contribute a different percentage or you may choose not to contribute at all.

To make a change to your deferral percentage, you must complete and return a salary deferral agreement to us, or make an election on The Standard's website. You may stop making plan contributions at any time during the year, and you may modify your contribution percentage each payroll period.

Directing the Investment of Your Account

You have the right to direct the investment of your plan account assets. You may invest your account in any of the plan's investment choices. You may change your investments at any time. The Investment Profiles are available under the Performance tab on The Standard's website and offer additional information, including objectives, risks, trading restrictions, charges and expenses.

Default investment If you do not make an investment election or if you direct less than 100 percent of your contributions, your account will be invested in the plan's Qualified Default Investment Alternative (QDIA). You can find additional information on this investment on the enclosed QDIA notice.

Understanding Your Plan

The Summary Plan Description provides additional information about the plan. If you have questions about how your plan works, contact your plan's administrator:

Lily Ibragimov
3801 Miranda Avenue Building 101, Room A2-210
Palo Alto, CA 94304
650.493.5000
libragimov@pavir.org

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PAVIR Retirement Plan

Qualified Default Investment Alternative (QDIA) Notice

Right to Direct the Investment of Your Account

As a participant in the PAVIR Retirement Plan, you have the right to choose how your account assets are invested in any of the plan's investment choices. Investment Profiles are available under the Performance tab on The Standard's website for all the investment alternatives, including the plan's default investment or the QDIA. The profiles offer additional information including objectives, risks, trading restrictions, charges and expenses.

You can access your account on Personal Savings Center. Visit www.standard.com/retirement.

Description of Circumstances Under Which QDIA is Applicable

Your account will be allocated to the QDIA when you do not make an investment election. This might occur under the following circumstances:

- You make contributions to your account without choosing investment options.
- You are automatically enrolled in the plan and you do not make an investment election. If you don't make an affirmative election, a percentage of your compensation will be contributed to your retirement (elective deferral) account as described in the automatic contribution notice sent with this QDIA Notice. You have the right to choose not to participate or make salary deferral contributions at a rate different than the default rate. For more information, please see the automatic contribution notice, your plan's Summary Plan Description or contact the plan administrator.
- Your employer makes an employer contribution or puts forfeiture contributions into your account, and you did not choose investments on your own.
- You chose investments for your current portfolio, but do not choose directives for future contributions. This applies even if you no longer work at the company offering the retirement plan or are not actively contributing to the plan.

Right to Alternative Investment

If the plan invests your account in the QDIA, you have the continuing right to direct the investment of your account to one or more of the plan's other investment choices. You may change your investments at any time, without penalty.

As with any fund invested in equities or bonds, you or your beneficiary may lose money by remaining invested in the QDIA, including losses near and following retirement. There is no guarantee the QDIA investment will provide adequate retirement income.

Description of the Qualified Default Investment Alternative

If you do not make an investment election, contributions will default to a target date fund based on your date of birth and the plan's normal retirement age. A target date fund is comprised of a mix of investments and is managed based on an assumed retirement year.

Investment	Participant Birth Year
T.Rowe Price Retirement 2005 I	1900 – 1942
T.Rowe Price Retirement 2010 I	1943 – 1947
T.Rowe Price Retirement 2015 I	1948 – 1952
T.Rowe Price Retirement 2020 I	1953 – 1957
T.Rowe Price Retirement 2025 I	1958 – 1962
T.Rowe Price Retirement 2030 I	1963 – 1967
T.Rowe Price Retirement 2035 I	1968 – 1972
T.Rowe Price Retirement 2040 I	1973 – 1977
T.Rowe Price Retirement 2045 I	1978 – 1982
T.Rowe Price Retirement 2050 I	1983 – 1987
T.Rowe Price Retirement 2055 I	1988 – 1992
T.Rowe Price Retirement 2060 I	1993 – 1997
T.Rowe Price Retirement 2065 I	1998 – 2090

If we do not have a valid date of birth for you, contributions will default as follows:

Investment	Default Directive Percent
Vanguard Wellington Adm	100%

For Additional Information

The QDIA is more fully described on the attached fee disclosure and/or investment fund fact sheets.

You can obtain additional information regarding the plan's investment choices or how your plan works by contacting your plan's administrator:

Lily Ibragimov
3801 Miranda Avenue Building 101, Room A2-210
Palo Alto, CA 94304
650.493.5000
libragimov@pavir.org

Help from The Standard with Your Account

If you have questions or need help with your account, please reach out to one of our customer service representatives at **800.858.5420** or **savings@standard.com**.

Visit us at standard.com/retirement

Fee Disclosure
PAVIR Retirement Plan
As of October 12, 2024

About This Information

Retirement plan sponsors are required by the Department of Labor to disclose the fees related to your plan. This document provides the required information.

Section One contains information covering your participation in the plan and plan-level fees that may be charged to your account. Section Two contains comparative fee and performance information for each investment option provided in your plan. If you have any questions about this information, you can either call 800.858.5420 to speak to a customer representative or talk to your plan administrator.

Section One - Participation and Plan-Level Fees

General Plan Information

Investment Instructions: To direct or make changes to how your account will be invested among the plan's designated investment options. If your plan offers the service, you can enroll or make changes to your directives online at www.standard.com/retirement. You may direct the investment of all funds held in your plan account.

Limitations on Instructions: You may give investment instructions on any day the New York Stock Exchange is open for business. Certain restrictions on trading may apply depending on the investment option. Many investment options, such as mutual funds, impose restrictions on frequent trading. The plan is not intended to facilitate frequent trades among investment options or provide "day trading" opportunities. Short-term trading adversely affects the plan's operations and increases the expenses of both the plan and the investment options. The Standard's agreements with our mutual fund alliance partners require us to adhere to trading rules mutually-agreed upon by Standard and the fund company. Section Two below provides more information on these restrictions.

The Standard's Frequent Trading Restriction Procedures: In reviewing for frequent trading, Standard performs a weekly review of participant-directed transactions in order to identify participants who have more than one round-trip during a 90-day period (a "frequent trader"). If a participant has been identified as a frequent trader, a warning letter is sent to the participant. If frequent trading activity continues, the participant's ability to trade via the participant website and the interactive voice response system will be suspended for 90 days. During this period, the participant will be required to submit written requests to trade. Each request will be evaluated, and executed only if it complies with frequent trading rules. After 90 days, the participant's privileges are reinstated. If the participant has a subsequent violation, their trading privileges will be suspended indefinitely and they will be required to submit written requests to trade.

Certain mutual fund companies require us to follow different parameters. For specific details please call your customer representative at 800.858.5420 or your plan administrator.

Voting and Other Rights: Standard Insurance Company, as issuer of the group annuity contract that holds plan assets, exercises any voting or other rights associated with the investments held in your plan account.

Designated Investment Options: The plan provides designated investment options into which you can direct the investment of your account. The chart shown in Section Two of this notice lists the options and provides various information about them.

Designated Investment Manager: StanCorp Investment Advisers, Inc. is a designated investment manager with respect to assets held on The Standard's recordkeeping platform.

Plan Administrative, Investment Advisory and Individual Plan Fees

There are certain fees and expenses associated with your plan, such as recordkeeping, compliance, consulting and accounting. Unless the plan sponsor, which is typically your employer, elects to pay some or all of those expenses, they will be paid from the plan assets, which will affect your account balance. The cost for these services fluctuates each year based on a variety of factors. Generally, most of The Standard's fees are reflected in the total annual operating expenses of each investment option and are shown below with each investment option in Section Two. The fees shown in the Plan Administrative Fees Table are fees that are not part of the total annual operating expenses.

Other services may be provided periodically to the plan as necessary for consulting, compliance and custodial services. To the extent these expenses are not charged against forfeitures or paid by the employer, or reimbursed by a third party, the plan may charge these expenses against participant accounts.

Annual Plan Administrative Fees

Fee Name	Fee Amount
Plan Administrative Fees (including applicable recordkeeping, accounting, compliance and consulting services. The fees reflect an annual amount deduction proportionally on a quarterly basis)	\$2,750.00 allocated pro rata among participant accounts plus 0.15% assessed on total plan assets, allocated pro rata among participant accounts
Please refer to the end of this document for more details.	
Eligible Participants with a Balance	Annual fee of \$21.00 allocated to participant accounts on a per capita basis

Individual Fees

The plan may also impose specific charges against individual participant accounts for certain transactions. These charges may arise based on your use of a feature available under the plan (such as taking a distribution or for processing a qualified domestic relations order in case of a divorce).

Additionally, buying or selling some investments may result in charges to your individual account, such as redemption fees. The Section Two charts below provide information on these investment charges.

Fee Name	Fee Amount
Qualified Domestic Relations Order	\$200.00 minimum
Overnight Delivery	\$30.00 per event
Paper Distribution	\$50.00 per event
Paper Distributions upon Death/ Disability/ Retirement	\$50.00 per event
Paper Loan	\$125.00 per event
Paperless Distribution	\$50.00 per event
Paperless Distributions upon Death/ Disability/ Retirement	\$50.00 per event
Paperless Loan	\$125.00 per event

Section Two—Comparative Fee and Performance Information

This section illustrates the performance of investment options and shows how these options have performed over time. Including all funds in comparative tables allows you to compare them with appropriate benchmarks for the same time periods. If you would like additional information about the investment options, you can go to the website below. You may also call a customer service representative at 800.858.5420 for a free paper copy of the information available on the website.

The tables below show, for the Variable Return Investments, the Total Annual Operating Expenses of each option and The Standard's fees that are reflected in the investment's Total Annual Operating Expenses. Total Annual Operating Expenses are expenses that reduce the rate of return of the investment option. Where applicable, amounts shown in the column for The Standard's Asset Based fee include a credit for payments that fund companies pay to The Standard. For Fixed Return Investments, the tables focus on the performance of the investment option. The tables also show shareholder-type fees, which are in addition to the Total Annual Operating Expenses. You may not be charged some of these shareholder-type fees, depending on the fund companies' policies with respect to qualified plans and your individual circumstances. In addition, mutual fund companies may make revenue-sharing payments in the form of asset based fees, which are collected for the benefit of your plan. These revenue-sharing payments may be applied to reduce the fees and expenses associated with your plan (whether the plan sponsor is billed for the services, or the amount is deducted from plan assets) and/or plan pricing, which includes The Standard's fees. Any revenue-sharing payments may also be allocated among participants. The amount of revenue-sharing payments differs among the mutual funds. Information about an option's principal risks and revenue-sharing as well as other important information is available in Personal Savings Center by visiting www.standard.com/retirement and selecting performance from the top menu bar.

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.

Variable Return Investments

This Variable Return Investment Table focuses on the performance and costs of investment options that do not have a fixed or stated rate of return. The table below shows how these options 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 the principal risks of each option is available on the website.

VARIABLE RETURN INVESTMENTS												
Name/ Type of Option	Average Annualized Total Return provided as of 09/30/24				Benchmark			Mutual Fund Expenses	The Standard's Asset Based Fee ¹	Total Operating Expenses	*Shareholder Type Fees	
	1yr.	5yr.	10yr.	Since Inception	1yr.	5yr.	10yr.					Since Inception
Bond												
Vanguard Infl-Prot Sec Adm /Inflation-Protected Bond	9.82%	2.52%	2.45%	3.37%	9.79%	2.62%	2.54%	3.48%	0.10%	0.09%	0.190 0%	\$1.90
					BarCap US Treasury US TIPS TR USD							
Vanguard Tot BdMktIdx Adm/Intermediate Bond	11.40%	0.31%	1.82%	3.39%	11.57%	0.33%	1.84%	3.49%	0.05%	0.09%	0.140 0%	\$1.40
					BarCap US Agg Bond TR USD							

VARIABLE RETURN INVESTMENTS

Name/ Type of Option	Average Annualized Total Return provided as of 09/30/24				Benchmark			Mutual Fund Expenses	The Standard' s Asset Based Fee ¹	Total Operating Expenses	*Shareholder Type Fees
	1yr.	5yr.	10yr.	Since Inception	1yr.	5yr.	10yr.				
Bond											
Dodge & Cox Income I/Intermediate Bond	13.53%	2.12%	2.91%	6.04%	12.08%	0.70%	2.15%	—	0.41%	0.420 0%	\$4.20
PGIM High Yield Z/High Yield Bonds	15.95%	4.47%	5.24%	6.23%	15.66%	4.55%	4.95%	6.55%	0.51%	0.350 0%	\$3.50
Large Cap											
MFS Value R6/Large Cap Value	26.60%	10.52%	9.89%	8.70%	27.76%	10.69%	9.23%	7.85%	0.44%	0.530 0%	\$5.30
Vanguard 500 Index Admiral /Large Cap Blend	36.29%	15.93%	13.34%	8.27%	35.68%	15.64%	13.10%	8.37%	0.04%	0.130 0%	\$1.30
JPMorgan Large Cap Growth R6/Large Cap Growth	44.56%	21.25%	17.81%	17.06%	42.19%	19.74%	16.52%	16.52%	0.44%	0.530 0%	\$5.30
Small/Mid Cap											
Allspring SpecI MdCp Val Ins/Mid Cap Value	27.14%	11.77%	10.26%	10.04%	29.01%	10.33%	8.93%	9.07%	0.80%	0.740 0%	\$7.40
Vanguard Mid Cap Idx Adm/Mid Cap Blend	28.79%	11.22%	10.21%	10.15%	29.33%	11.30%	10.19%	10.30%	0.05%	0.140 0%	\$1.40
JPMorgan Mid Cap Growth R5/Mid Cap Growth	23.43%	12.27%	11.64%	13.73%	29.33%	11.48%	11.30%	13.07%	0.79%	0.780 0%	\$7.80
DFA US Targeted Value I/Small Cap	23.89%	14.03%	9.47%	11.13%	25.88%	9.29%	8.22%	9.20%	0.29%	0.380 0%	\$3.80

VARIABLE RETURN INVESTMENTS												
Name/ Type of Option	Average Annualized Total Return provided as of 09/30/24				Benchmark			Mutual Fund Expenses	The Standard' s Asset Based Fee ¹	Total Operating Expenses	*Shareholder Type Fees	
	1yr.	5yr.	10yr.	Since Inception	1yr.	5yr.	10yr.					Since Inception
Small/Mid Cap												
Vanguard Sm Cap Idx Adm/Small Cap	27.43%	10.66%	9.64%	9.25%	26.76%	9.39%	8.78%	8.12%	0.05%	0.09%	0.140 0%	\$1.40
					Russell 2000 TR							
Vanguard Explorer Adm/Small Cap	25.67%	11.35%	10.97%	9.69%	27.66%	8.82%	8.95%	8.46%	0.34%	0.09%	0.430 0%	\$4.30
					Russell 2000 Growth TR							
International Stock												
MFS Inter Intrinsic Value R6/Foreign ²	27.50%	8.59%	8.66%	7.37%	26.75%	7.09%	5.97%	4.63%	0.69%	0.09%	0.778 8%	\$7.68
					MSCI ACWI Ex USA Growth NR USD							
MFS Intl Diversification R6/Foreign ²	25.45%	8.29%	7.16%	7.12%	25.35%	7.59%	5.22%	5.45%	0.73%	0.09%	0.818 1%	\$8.01
					MSCI AC World Ex USA NR USD							
Vanguard Tot Int Stk Idx Adm/Foreign ²	24.88%	7.74%	5.42%	5.56%	25.35%	7.59%	5.22%	5.41%	0.12%	0.09%	0.208 7%	\$1.97
					MSCI AC World Ex USA NR USD							
DFA Emerging Mkts Core Eq I/Diversified Emerging Mkts ²	24.29%	8.18%	5.08%	7.28%	26.05%	5.75%	4.02%	6.50%	0.39%	0.09%	0.479 6%	\$4.76
					MSCI EM NR USD							
Other												
Vanguard Wellington Adm/Balanced	24.87%	9.16%	8.69%	8.06%	22.04%	7.07%	6.49%	6.55%	0.18%	0.09%	0.270 0%	\$2.70
					Morningstar Moderate Target Risk							
T.Rowe Price Retirement 2005 I/Target-Date 2000-2010 ²	18.11%	5.77%	5.32%	17.16%	17.51%	5.27%	5.02%	16.79%	0.34%	0.09%	0.429 9%	\$4.29
					Morningstar Lifetime Moderate 2010							
T.Rowe Price Retirement 2010 I/Target-Date 2000-2010 ²	18.89%	6.23%	5.71%	17.89%	17.51%	5.27%	5.02%	16.79%	0.34%	0.09%	0.429 9%	\$4.29
					Morningstar Lifetime Moderate 2010							

VARIABLE RETURN INVESTMENTS

Name/ Type of Option	Average Annualized Total Return provided as of 09/30/24				Benchmark			Mutual Fund Expenses	The Standard' s Asset Based Fee ¹	Total Operating Expenses	*Shareholder Type Fees	
	1yr.	5yr.	10yr.	Since Inception	1yr.	5yr.	10yr.					Since Inception
Other												
T.Rowe Price Retirement 2015 I/Target-Date 2015 ²	19.39%	6.68%	6.18%	18.48%	18.46%	5.28%	5.22%	17.78%	0.35%	0.09%	0.439 8%	\$4.38
T.Rowe Price Retirement 2020 I/Target-Date 2020 ²	20.10%	7.20%	6.74%	19.02%	19.61%	5.51%	5.54%	18.97%	0.37%	0.09%	0.459 8%	\$4.58
T.Rowe Price Retirement 2025 I/Target-Date 2025 ²	21.22%	7.93%	7.33%	20.21%	20.94%	5.96%	6.00%	20.32%	0.38%	0.09%	0.469 8%	\$4.68
T.Rowe Price Retirement 2030 I/Target-Date 2030 ²	23.44%	8.82%	7.99%	22.28%	22.56%	6.74%	6.62%	21.96%	0.40%	0.09%	0.489 8%	\$4.88
T.Rowe Price Retirement 2035 I/Target-Date 2035 ²	25.86%	9.78%	8.60%	24.51%	24.54%	7.83%	7.33%	23.94%	0.42%	0.09%	0.509 7%	\$5.07
T.Rowe Price Retirement 2040 I/Target-Date 2040 ²	27.63%	10.57%	9.10%	26.20%	26.49%	8.91%	7.94%	25.90%	0.43%	0.09%	0.519 7%	\$5.17
T.Rowe Price Retirement 2045 I/Target-Date 2045 ²	28.82%	11.17%	9.44%	27.40%	27.90%	9.63%	8.29%	27.34%	0.44%	0.09%	0.529 7%	\$5.27
T.Rowe Price Retirement 2050 I/Target-Date 2050 ²	29.13%	11.27%	9.49%	27.62%	28.55%	9.92%	8.39%	28.05%	0.45%	0.09%	0.539 7%	\$5.37
T.Rowe Price Retirement 2055 I/Target-Date 2055 ²	29.28%	11.25%	9.47%	27.89%	28.66%	9.93%	8.36%	28.22%	0.46%	0.09%	0.549 7%	\$5.47
T.Rowe Price Retirement 2060 I/Target-Date 2060 ²	29.34%	11.27%	9.48%	27.86%	28.62%	9.87%	8.28%	28.24%	0.46%	0.09%	0.549 8%	\$5.48

VARIABLE RETURN INVESTMENTS

Name/ Type of Option	Average Annualized Total Return provided as of 09/30/24				Benchmark			Mutual Fund Expenses	The Standard' s Asset Based Fee ¹	Total Operating Expenses	*Shareholder Type Fees
	1yr.	5yr.	10yr.	Since Inception	1yr.	5yr.	10yr.				
Other											
T.Rowe Price Retirement 2065 I/Target-Date 2065+2	29.15%	—	—	27.72%	28.62%	9.87%	8.28%	28.24%	0.46%	0.549 8%	\$5.48
Van Eck CM Commodity Index I/Commodities Broad Basket	0.95%	11.16%	2.13%	-0.02%	0.96%	7.79%	0.03%	-2.22%	0.65%	0.640 0%	\$6.40
Vanguard Real Estate Idx Adm/Sector	34.21%	4.78%	7.32%	9.43%	34.24%	5.49%	7.66%	9.53%	0.13%	0.220 0%	\$2.20

Values are rounded to the nearest ten thousandth.

*This table shows the fees elected by the fund. You may not be charged this full amount depending on individual circumstances.

The Standards Asset Fee includes fees for consulting and an annual recordkeeping fee of .25%. Any concessions, such as revenue sharing payments from mutual funds, will be deducted from the recordkeeping fee.

Fixed Return Investments

This Fixed Return Investments Table focuses on the performance and costs of investment options that have a fixed or stated rate of return. It shows the annual rate of return of each option, the term or length of time that you will earn this rate of return, and other information relevant to performance.

FIXED RETURN INVESTMENTS						
Name/ Type of Option	Return	Term	Other	Mutual Fund Expenses	The Standard's Asset Based Fee	Shareholder Type Fees and Restrictions
Guaranteed Interest Fund /Cash Equivalent	0.75%	90 Days	The rate of return on 09/30/24 was 0.75% for the prior quarter. Your actual return is determined by the declared interest rate, not by the performance of Standard's general assets. The rate will never fall below your plan's contractual minimum. Most current rate of return information is available on www.standard.com/retirement .	—	—	Many fixed return investments include restrictions on withdrawals depending upon a variety of factors. For any applicable restrictions see the information provided on this fund by logging into Personal Savings Center from www.standard.com/retirement .

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In providing this information, The Standard makes no representation as to the completeness and accuracy of the current disclosure materials of the issuer of designated investment options or information replicated from such materials.

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the Department of Labor's website for an example showing the long-term cumulative effect of fees and expenses at <https://www.dol.gov/sites/default/files/ebsa/about-ebbsa/default/files/ebsa/about-ebbsa/publications/a-look-at-401k-plan-fees.pdf>. Fees and expenses are only one of many factors you should consider when making your investment decision. Consideration should also be given to whether investment decisions, combined with your other investments held outside the plan, will help you achieve your financial goals.

If you need additional information about your investment options, you may call a customer service representative at 800.858.5420. You may also find information by logging into Personal Savings Center from www.standard.com/retirement.

¹As noted above, your Administrative fees vary based on the total amount of assets in the Plan. Following are the table(s) of applicable asset-based rates:

Plan Administration

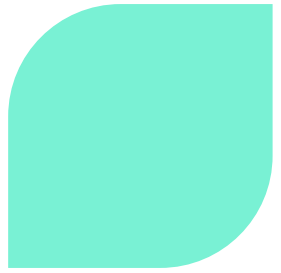
Tiered Rate (In Millions):

From \$0.00 to \$15.00	0.17%
From \$15.00 to \$30.00	-0.09%
From \$30.00 to \$38.00	-0.15%
From \$38.00 to \$45.00	-0.16%
From \$45.00 to \$52.00	-0.17%
From \$52.00 and greater	-0.18%

² We pass all revenue sharing back to the end investor by reducing the total operating expense for the option in direct relation to revenue sharing, including in some instances foreign tax credits, we receive.

Please visit Personal Savings Center at www.standard.com/retirement for a glossary of investment terms relevant to the investment options under this plan.

This glossary is intended to help you better understand your options.



Roth FAQ

Roth 401(k)

Deferral Options FAQs

With a 401(k) plan, participants have the option to contribute after-tax dollars through a Roth 401(k) deferral. The advantage? When it's time to take a distribution, the savings can come out tax-free.

To make it easier to understand how Roth contributions work and whether it might be right for you, we've pulled together some quick FAQs.

1 What is the difference between a regular 401(k) deferral (pre-tax) and a Roth 401(k) deferral?

You will be able to continue making deferrals as you always have (these are pre-tax deferrals and are referred to as Regular 401(k) deferrals), or you may make a Roth 401(k) deferral. If you make a Regular 401(k) deferral, then your taxable income is reduced by the deferral contribution, so you pay less in current federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Regular 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

With a Roth 401(k) deferral, you must pay current income tax on the deferral contribution. If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral, but the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be distributed tax-free, there must be a *qualified* distribution from your Roth 401(k) deferral account.

2 What is a “qualified” distribution?

Depending on the provisions of your Plan, a “qualified” distribution is one that occurs after one of the following events: (1) your attainment of age 59½, (2) your disability, or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth 401(k) contribution to our Plan (or to another 401(k) Plan or 403(b) plan if such amount was rolled over into our Plan) and ending on the last day of the calendar year that is 5 years later.

If a distribution account is not a qualified distribution, the earnings distributed with the Roth 401(k) deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 401(k) plan or 403(b) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

Whenever you receive a distribution, the Administrator will provide you a more detailed explanation of your options. However, the tax rules are very complex, and you should consult with qualified tax counsel before deciding.

3**Roth IRAs have income restrictions; are there income restrictions for making Roth 401(k) deferrals?**

No. In order to be able to make Roth IRA contributions, your income must be below a certain dollar amount. This is not the case for Roth 401(k) deferrals. You may make Roth 401(k) deferrals regardless of your income.

4**May I contribute a Roth 401(k) deferral out of my own savings?**

No. Similar to the standard 401(k) election, this type of contribution must be routed through payroll. You may not make any Roth 401(k) deferrals by contributing money out of your own savings directly to the plan (i.e. writing a check directly to the plan).

5**Is there a limit on how much I can defer?**

For 2026, the Roth 401(k) deferral limit is \$24,500 (\$32,500 for participants who are 50 years of age or older). This limit is an aggregate of the pre-tax 401(k) contributions.

6**May I convert my existing regular 401(k) account balance to a Roth 401(k) account?**

Yes, provided your Plan allows for in-service distributions. Any amounts that are converted will be taxed as ordinary income. We highly recommend seeking qualified tax counsel before converting.

7**May I rollover my Roth IRA into the 401(k) plan now that the plan offers this type of contribution?**

No. You may not rollover your Roth IRA account balances into the 401(k) plan. You may, however, roll out the Roth 401(k) accounts into

a Roth IRA or another qualified plan that permits Roth 401(k) deferrals upon your termination of employment.

8**What factors should I consider in deciding whether to make a Roth 401(k) deferral or regular 401(k) deferral?**

Your decision to make Roth 401(k) deferrals or regular 401(k) deferrals involves a number of factors. In general, the longer Roth 401(k) deferrals remain in the plan, the more favorable they are (i.e. the Roth deferrals may result in more tax savings than regular 401(k) deferrals). Other factors include your ability to afford higher contributions, what your current and future tax rate is, and when you expect to withdraw your deferrals.

To view different scenarios using the Roth 401(k) calculator, please feel free to visit the following web page:

<https://www.americanfunds.com/retirement/employer/roth-401k.html>

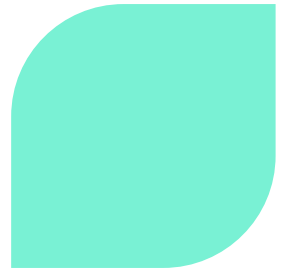
9**How are Roth 401(k) deferrals treated under our Plan?**

Roth 401(k) deferrals are generally treated in the same manner as Regular 401(k) deferrals. This means that these amounts are always fully vested and are subject to the distribution restrictions and provisions set forth in the Summary Plan Description and Plan.

Questions?

Still wondering if a Roth 401(k) is right for you? Contact Vita Planning Group to help you decide what works best for your financial future.

(650) 567-9300 | planning@vitamail.com



ESG

Statement

Memo on Environmental, Social, and Governance (“ESG”) Investing

In keeping with PAVIR’s values of progress, innovation and high ethical standards, the Retirement Plan Committee wishes to affirm its commitment to providing socially responsible investments, commonly referred to as Environmental, Social, and Governance (“ESG”) investing, in your choice of mutual funds in the PAVIR Retirement plan.

What is ESG Investing?

Environmental, social, and governance (ESG) criteria are a set of standards for a company’s operations that investors use to screen potential investments. Environmental criteria consider how a company performs as a steward of nature. Social criteria examine how it manages relationships with employees, suppliers, customers, and the communities where it operates. Governance deals with a company’s leadership, executive pay, audits, internal controls, and shareholder rights.

How does PAVIR offer ESG investing in our retirement plan?

The recordkeeper of the Retirement Plan, The Standard, maintains a list of mutual funds from which the Retirement Plan Committee chooses the investments available to you. The financial stewardship of the Committee requires it to provide the best performing funds from those available to the Plan on The Standard’s list. However, in concert with our Retirement Plan advisor, Vita Planning Group, the Committee monitors the ESG scores of those mutual funds through the mutual fund rating agency, Morningstar. Wherever performance allows, the Committee will include those mutual funds that score best on ESG investing metrics.

What funds are currently meeting ESG criteria?

The table below shows those equity mutual funds in the PAVIR Retirement Plan investment lineup that currently score in the top 20% of their category on ESG metrics according to Morningstar :

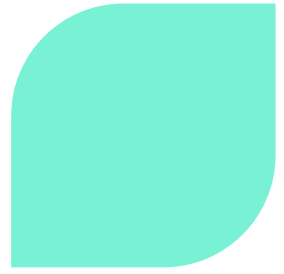
Fund Name	Ticker	Category
MFS International Intrinsic Value R6	MINJX	International Large Growth
Vanguard Mid Cap Index Admiral	VIMAX	US Domestic Mid-Cap Blend
JPMorgan Mid Cap Growth R5	JMGFX	US Domestic Mid-Cap Growth
Vanguard Small Cap Index Adm	VSMAX	US Domestic Small Blend
Vanguard Explorer Adm	VEXRX	US Domestic Small Growth

Note: These investment options are displayed for your information only. This is not a recommendation to invest in any one or all of these funds. Your investment decisions must be made according to your own risk tolerance and investment goals.

The Retirement Plan Committee will continue to add well-performing, high-ESG-rated funds as and when they become available to the Plan.

If you have any further questions regarding these, or any of the other funds in the investment lineup, please consult Vita Planning Group at planning@vitamail.com or 650-567-9300.

This notice is informational only and should not be considered advice nor a recommendation to invest in certain funds. Your personal investment decisions must be made according to your own risk tolerance and investment goals.



Investment Options

Current Fund Array

Target Date Funds

T. Rowe Price Retirement Series: 2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060, 2065
Vanguard Wellington Admiral

Balanced

Value

Blend

Growth

-----Equities-----

MFS Value R6	Vanguard 500 Index Adm	JP Morgan Large Cap Growth R6	Large
Allspring Special Mid Cap Value Instl	Vanguard Mid Cap Index Admiral	JPMorgan Mid Cap Growth R5	Mid
DFA US Targeted Value I	Vanguard Small Cap Index Adm	Vanguard Explorer Adm	Small

Capital Preservation

Specialty

Bond

International

Guaranteed Interest Fund	Vanguard REIT Index Adm Van Eck Cm Commodity Index I	PGIM High Yield Bond Z Dodge & Cox Income Vanguard Total Bond Mkt Indx Adm Vanguard Inflation-Protected Sec Adm	MFS Intl Diversification R6 MFS International Intrinsic Value R6 Vanguard Total Intl Stock Index Adm DFA Emerging Markets Core Equity I
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Total Annualized Returns

Fund Name	Ticker/ID	Net/Gross	Inception	QTR	YTD	1Y	3Y	5Y	10Y	Since Inception
Equity										
Large Value										
MFS Value R6	MEIKX	0.44 / 0.45	05/01/2006 Percentile Rank	3.74 (87%)	10.86 (58%)	7.45 (72%)	15.17 (75%)	12.36 (79%)	10.70 (56%)	8.64
Category Average				5.52	11.33	9.66	17.10	14.13	10.90	
Category Size				1171	1152	1138	1086	1025	842	
Large Blend										
Vanguard 500 Index Admiral	VFIAX	0.04 / 0.04	11/13/2000 Percentile Rank	8.11 (27%)	14.80 (26%)	17.55 (24%)	24.88 (23%)	16.42 (20%)	15.26 (10%)	8.63
Category Average				6.92	13.10	14.57	22.31	14.83	13.68	
Category Size				1376	1344	1317	1226	1134	876	
Large Growth										
JPMorgan Large Cap Growth R6	JLGMX	0.44 / 0.50	11/30/2010 Percentile Rank	9.29 (28%)	16.50 (35%)	22.70 (40%)	29.77 (44%)	15.88 (28%)	19.64 (7%)	17.43
Category Average				7.59	15.25	21.73	28.11	13.71	15.90	
Category Size				1125	1109	1073	1024	954	766	
Mid-Cap Value										
Allspring Special Mid Cap Value Inst	WFMIX	0.80 / 0.80	04/08/2005 Percentile Rank	4.46 (69%)	5.53 (69%)	1.58 (79%)	13.84 (68%)	13.75 (59%)	10.32 (38%)	9.61
Category Average				5.68	7.87	6.09	15.19	14.48	9.73	
Category Size				412	407	406	378	355	285	
Mid-Cap Blend										
Vanguard Mid Cap Index Admiral	VIMAX	0.05 / 0.05	11/12/2001 Percentile Rank	5.25 (55%)	12.60 (13%)	13.10 (18%)	17.93 (24%)	12.44 (56%)	11.38 (22%)	10.28
Category Average				5.21	7.71	7.73	16.13	12.68	10.43	
Category Size				433	427	419	373	348	254	



Total Annualized Returns

Fund Name	Ticker/ID	Net/Gross	Inception	QTR	YTD	1Y	3Y	5Y	10Y	Since Inception
Equity										
Mid-Cap Growth										
JPMorgan Mid Cap Growth R5	JMGFX	0.74 / 0.79	11/01/2011 Percentile Rank	4.50 (42%)	12.04 (32%)	17.58 (33%)	18.78 (34%)	9.04 (40%)	13.02 (20%)	14.00
Category Average				4.51	9.26	13.41	17.23	8.04	11.27	
Category Size				503	501	493	476	444	368	
Small Value										
DFA US Targeted Value I	DFFVX	0.29 / 0.30	02/23/2000 Percentile Rank	8.70 (43%)	6.49 (33%)	7.50 (24%)	16.09 (22%)	19.55 (13%)	10.72 (13%)	10.98
Category Average				8.27	4.97	5.11	13.96	15.36	9.14	
Category Size				486	484	480	462	434	360	
Small Blend										
Vanguard Small Cap Index Admiral Shares	VSMAX	0.05 / 0.05	11/13/2000 Percentile Rank	7.57 (60%)	6.89 (48%)	8.67 (32%)	15.94 (26%)	12.21 (57%)	10.57 (19%)	9.23
Category Average				8.28	6.31	6.31	14.50	12.68	9.56	
Category Size				612	607	602	568	551	408	
Small Growth										
Vanguard Explorer Adm	VEXRX	0.33 / 0.33	11/12/2001 Percentile Rank	6.61 (59%)	5.27 (56%)	4.81 (62%)	14.19 (47%)	9.55 (34%)	11.63 (22%)	9.48
Category Average				7.51	6.32	8.11	14.04	7.73	10.49	
Category Size				530	527	526	512	496	390	
Foreign Large Blend										
MFS International Intrinsic Value R6	MINJX	0.66 / 0.67	05/01/2006 Percentile Rank	6.76 (20%)	27.91 (24%)	18.77 (23%)	22.18 (29%)	8.77 (80%)	10.37 (3%)	7.93
MFS Intl Diversification R6	MDIZX	0.73 / 0.75	10/02/2017 Percentile Rank	4.91 (53%)	23.41 (71%)	14.06 (72%)	19.96 (71%)	8.86 (78%)	9.22 (14%)	7.97



Total Annualized Returns

Fund Name	Ticker/ID	Net/Gross	Inception	QTR	YTD	1Y	3Y	5Y	10Y	Since Inception
Equity										
Foreign Large Blend										
Vanguard Total Intl Stock Index Admiral	VTIAX	0.09 / 0.09	11/29/2010 Percentile Rank	6.96 (14%)	26.48 (38%)	17.10 (38%)	20.77 (58%)	10.38 (54%)	8.32 (38%)	6.30
Category Average				5.00	24.96	15.77	20.96	10.32	7.97	
Category Size				697	688	679	645	611	469	
Diversified Emerging Mkts										
DFA Emerging Markets Core Equity 2 I	DFCEX	0.40 / 0.40	04/05/2005 Percentile Rank	8.90 (57%)	24.08 (58%)	15.55 (58%)	19.33 (29%)	10.52 (19%)	8.84 (23%)	7.67
Category Average				8.79	24.61	15.93	17.75	7.26	7.59	
Category Size				770	758	752	697	614	457	
Real Estate										
Vanguard Real Estate Index Admiral	VGSLX	0.13 / 0.13	11/12/2001 Percentile Rank	3.72 (27%)	5.74 (21%)	-2.34 (28%)	8.97 (37%)	7.03 (58%)	6.12 (41%)	8.91
Category Average				2.62	3.20	-4.08	8.52	6.86	5.67	
Category Size				222	220	218	210	193	151	
Alternative										
Commodities Broad Basket										
VanEck CM Commodity Index I	COMIX	0.65 / 0.84	12/31/2010 Percentile Rank	2.50 (95%)	5.25 (89%)	4.68 (92%)	5.07 (32%)	13.36 (38%)	6.14 (25%)	0.30
Category Average				5.35	11.02	11.02	5.43	13.22	5.13	
Category Size				108	107	105	95	91	66	
Fixed Income										
Intermediate Core Bond										
Vanguard Total Bond Market Index Adm	VBTLX	0.04 / 0.04	11/12/2001 Percentile Rank	1.93 (75%)	6.10 (52%)	2.88 (53%)	4.90 (57%)	-0.48 (58%)	1.82 (49%)	3.38
Category Average				2.03	6.01	3.00	4.98	-0.31	1.82	
Category Size				475	467	459	430	382	288	



Total Annualized Returns

Fund Name	Ticker/ID	Net/Gross	Inception	QTR	YTD	1Y	3Y	5Y	10Y	Since Inception
Fixed Income										
Intermediate Core-Plus Bond										
Dodge & Cox Income I	DODIX	0.41 / 0.41	01/03/1989 Percentile Rank	2.53 (6%)	6.97 (12%)	3.41 (49%)	6.58 (12%)	1.29 (12%)	3.24 (9%)	5.96
Category Average				2.16	6.32	3.40	5.65	0.35	2.32	
Category Size				572	560	551	520	468	344	
Inflation-Protected Bond										
Vanguard Inflation-Protected Secs Adm	VAIPX	0.10 / 0.10	06/10/2005 Percentile Rank	2.08 (46%)	6.77 (52%)	3.56 (60%)	4.74 (51%)	1.33 (42%)	2.88 (39%)	3.38
Category Average				1.90	6.61	3.74	4.68	0.81	2.62	
Category Size				150	150	150	140	130	107	
High Yield Bond										
PGIM High Yield Z	PHYZX	0.51 / 0.51	03/01/1996 Percentile Rank	2.36 (45%)	7.70 (14%)	7.52 (25%)	10.68 (33%)	5.40 (38%)	6.14 (13%)	6.27
Category Average				2.35	6.66	6.93	10.21	5.18	5.24	
Category Size				634	626	623	586	547	439	
Allocation										
Moderate Allocation										
Vanguard Wellington™ Admiral™	VWENX	0.17 / 0.17	05/14/2001 Percentile Rank	5.79 (21%)	12.97 (14%)	13.95 (6%)	16.84 (15%)	10.41 (18%)	10.19 (11%)	8.30
Category Average				4.81	10.31	9.52	14.34	8.81	8.48	
Category Size				494	492	480	466	439	363	
Target Date										
Target-Date 2000-2010										
T. Rowe Price Retirement 2005 I	TRAJX	0.34 / 0.34	11/13/2023 Percentile Rank	3.80 (16%)	9.70 (38%)	8.10 (18%)	11.64 (14%)	5.90 (8%)	6.32 (7%)	13.39



Total Annualized Returns

Fund Name	Ticker/ID	Net/Gross	Inception	QTR	YTD	1Y	3Y	5Y	10Y	Since Inception
Target-Date 2000-2010										
T. Rowe Price Retirement 2010 I	TRPUX	0.34 / 0.34	11/13/2023 Percentile Rank	3.99 (9%)	10.03 (19%)	8.44 (13%)	12.20 (6%)	6.34 (4%)	6.76 (1%)	13.95
Category Average				3.45	9.46	7.35	10.58	4.93	5.80	
Category Size				86	86	86	75	69	45	
Target-Date 2015										
T. Rowe Price Retirement 2015 I	TRUBX	0.35 / 0.35	11/13/2023 Percentile Rank	4.13 (5%)	10.35 (33%)	8.69 (10%)	12.63 (5%)	6.79 (2%)	7.27 (1%)	14.39
Category Average				3.69	10.03	7.72	11.17	5.40	6.25	
Category Size				91	91	91	81	77	51	
Target-Date 2020										
T. Rowe Price Retirement 2020 I	TRDBX	0.37 / 0.37	11/13/2023 Percentile Rank	4.36 (12%)	10.71 (38%)	8.98 (21%)	13.16 (10%)	7.27 (1%)	7.88 (1%)	14.83
Category Average				3.99	10.65	8.26	12.03	6.03	6.82	
Category Size				106	106	106	95	91	56	
Target-Date 2025										
T. Rowe Price Retirement 2025 I	TREHX	0.38 / 0.38	11/13/2023 Percentile Rank	4.55 (28%)	11.06 (48%)	9.34 (33%)	14.03 (21%)	7.94 (1%)	8.54 (1%)	15.64
Category Average				4.28	11.23	8.81	12.96	6.71	7.45	
Category Size				137	137	137	125	115	78	
Target-Date 2030										
T. Rowe Price Retirement 2030 I	TRFHX	0.40 / 0.40	11/13/2023 Percentile Rank	5.01 (36%)	12.18 (49%)	10.16 (41%)	15.61 (18%)	8.91 (1%)	9.29 (1%)	17.16
Category Average				4.67	11.95	9.58	14.31	7.70	8.19	
Category Size				194	194	194	181	168	108	



Total Annualized Returns

Fund Name	Ticker/ID	Net/Gross	Inception	QTR	YTD	1Y	3Y	5Y	10Y	Since Inception
Target-Date 2035										
T. Rowe Price Retirement 2035 I	TRFJX	0.42 / 0.42	11/13/2023 Percentile Rank	5.61 (37%)	13.59 (46%)	11.32 (49%)	17.46 (14%)	10.02 (11%)	10.05 (11%)	18.95
Category Average				5.27	13.30	11.00	16.38	9.21	9.11	
Category Size				189	189	189	173	160	109	
Target-Date 2040										
T. Rowe Price Retirement 2040 I	TRHDX	0.43 / 0.43	11/13/2023 Percentile Rank	6.12 (38%)	14.59 (57%)	12.36 (70%)	18.95 (29%)	10.94 (27%)	10.68 (16%)	20.40
Category Average				5.92	14.67	12.62	18.24	10.56	9.88	
Category Size				187	187	187	174	161	108	
Target-Date 2045										
T. Rowe Price Retirement 2045 I	TRIKX	0.44 / 0.44	11/13/2023 Percentile Rank	6.55 (43%)	15.50 (57%)	13.21 (77%)	19.97 (38%)	11.67 (39%)	11.10 (14%)	21.50
Category Average				6.30	15.63	13.64	19.50	11.43	10.37	
Category Size				184	184	184	173	160	109	
Target-Date 2050										
T. Rowe Price Retirement 2050 I	TRJLX	0.45 / 0.45	11/13/2023 Percentile Rank	6.67 (54%)	15.80 (64%)	13.52 (79%)	20.30 (54%)	11.84 (50%)	11.18 (13%)	21.78
Category Average				6.63	16.16	14.25	20.19	11.83	10.58	
Category Size				187	187	186	174	161	108	
Target-Date 2055										
T. Rowe Price Retirement 2055 I	TRJMX	0.46 / 0.46	11/13/2023 Percentile Rank	6.66 (58%)	15.83 (69%)	13.53 (80%)	20.37 (59%)	11.86 (56%)	11.16 (19%)	21.93
Category Average				6.68	16.43	14.52	20.46	12.01	10.66	
Category Size				184	184	184	173	160	108	



Total Annualized Returns

Fund Name	Ticker/ID	Net/Gross	Inception	QTR	YTD	1Y	3Y	5Y	10Y	Since Inception
Target Date										
Target-Date 2060										
T. Rowe Price Retirement 2060 I	TRLNX	0.46 / 0.46	11/13/2023 Percentile Rank	6.66 (62%)	15.85 (71%)	13.55 (80%)	20.39 (59%)	11.87 (62%)	11.17 (24%)	21.92
Category Average				6.72	16.52	14.61	20.56	12.11	10.75	
Category Size				184	184	184	173	155	58	
Target-Date 2065+										
T. Rowe Price Retirement 2065 I	TRMOX	0.46 / 0.46	11/13/2023 Percentile Rank	6.66 (68%)	15.79 (80%)	13.53 (84%)	20.31 (68%)	(-)	(-)	21.84
Category Average				6.80	16.92	14.89	20.76	12.23	-	
Category Size				273	249	237	147	104	-	
Other Assets										
Other Assets										
Guaranteed Interest Fund Daily		0.00 / 0.00	Percentile Rank	0.75 (-)	2.27 (-)	3.03 (-)	3.03 (-)	3.10 (-)	3.20 (-)	

How to Enroll

Enrolling online is the most efficient way to begin saving!

1

Navigate to the Standard's Website

Visit www.standard.com/retirement.



2

Register

Select "Log In" button and from the next screen, select the "Create an Account" option. The following screen, you will need to select "My Retirement Plan" and then click the "Create an Account" button.

My Retirement Plan

With an online account, you can enroll in your employer's plan, view your balance, manage settings and more.

Create an Account

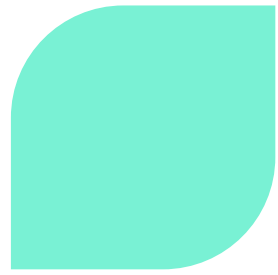
Create a username and password for your account and then follow the prompts to set up your contribution rate, select your investments, and designate your beneficiary.

3

Automatic Enrollment Feature

Please note that if you take no action regarding your enrollment, you will be automatically enrolled into the Plan on the next plan entry date after satisfying the eligibility requirements. Please review the ACA Notice and the QDIA Notice for further details.

Unable to enroll online? Request a paper Enrollment Form and Beneficiary Form from the plan administrator to get started.



Summary Plan Description

**PAVIR RETIREMENT PLAN
SUMMARY PLAN DESCRIPTION**

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PAVIR RETIREMENT PLAN
SUMMARY PLAN DESCRIPTION
INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

PAVIR Retirement Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan.

What information does this Summary provide?

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

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

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

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

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

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

ARTICLE I
PARTICIPATION IN THE PLAN

How do I participate in the Plan?

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

All Contributions

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

- certain nonresident aliens who have no earned income from sources within the United States
- leased employees
- employees who are residents of Puerto Rico
- Employees who are employed as postdoctoral fellows; employees paid through an agency

Salary Deferrals

Eligibility conditions. You will be eligible to participate for purposes of salary deferrals on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

Entry Date. For purposes of salary deferrals, your Entry Date will be the date on which you satisfy the eligibility requirements.

Employer Profit Sharing Contributions

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

- completion of 12 months of service.

Entry Date. For purposes of profit sharing contributions, your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

Safe Harbor Contributions

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

What service is counted for purposes of Plan eligibility?

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

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

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

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

ARTICLE II EMPLOYEE CONTRIBUTIONS

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

Salary deferrals. As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

Pre-Tax 401(k) deferrals. If you elect to make Pre-Tax 401(k) deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Roth 401(k) deferrals. If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?" below.

Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Administrator. You may elect to defer a portion of your salary as of your Entry Date or on the first day of any prospective payroll period. Such election will become effective as soon as administratively feasible after it is received by the Administrator. Your election will generally remain in effect until you modify or terminate it.

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

Deferral Limit. As a Participant, you may elect to defer an amount from your compensation each year instead of receiving that amount in cash. You may defer up to 75% of your compensation. Such election will also apply to irregular pay (e.g., bonuses).

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

Catch-up contributions. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum "catch-up contribution" that you can make in 2021 is \$6,500. After 2021, the maximum may increase for cost-of-living adjustments.

Automatic Deferral. Effective as of January 1, 2016, the Plan includes an automatic salary deferral feature. Your Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a Pre-Tax 401(k) deferral. The Automatic Deferral provisions apply to all Participants who become a Participant in the Plan after the effective date of the Automatic Deferral provisions.

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

- You may complete a salary deferral agreement to elect an alternative deferral amount or to elect not to defer under the Plan in accordance with the deferral procedures of the Plan. Your election will generally remain in effect until you modify or terminate it.
- The amount to be automatically withheld from your pay each payroll period will be equal to 6% of your compensation.

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

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

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Administrator not later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan your Employer maintains, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings to you by April 15th.

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

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

What are "rollover" contributions?

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

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

Withdrawal of "rollover" contributions. You may withdraw the amounts in your "rollover account" only when you are otherwise entitled to a distribution under the Plan. See "When can I get money out of the Plan?"

ARTICLE III EMPLOYER CONTRIBUTIONS

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

What is the safe harbor contribution?

Safe harbor 401(k) plan. Effective January 1, 2015, this Plan is referred to as a safe harbor 401(k) plan. If your Employer elects to satisfy the "safe harbor" rules, then before the beginning of each Plan Year, you will be provided with a comprehensive notice of your

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

Safe harbor matching contribution. In order to maintain "safe harbor" status, your Employer will make a safe harbor matching contribution equal to 100% of your salary deferrals that do not exceed 6% of your compensation. This safe harbor matching contribution is 100% vested (see the Article in this SPD entitled "Vesting").

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

Eligible Participants. In general, Participants who are eligible to make salary deferrals to the Plan are entitled to the safe harbor contribution. However, the following Participants are not eligible for the safe harbor contribution:

- employees who have not completed a Period of Service. Once you have completed a Period of Service, you will be eligible to receive the safe harbor contribution as of the first day of the month thereafter. You will be credited with a Period of Service once twelve months have passed since your date of hire.

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

Profit sharing contribution. Each year, your Employer may make a discretionary profit sharing contribution to the Plan. Your share of any contribution is determined below.

Your share of the contribution. The profit sharing contribution will be "allocated" or divided among Participants eligible to share in the contribution for the Plan Year.

Your share of the profit sharing contribution is determined by the following fraction:

$$\text{Profit Sharing Contribution} \quad \times \quad \frac{\text{Your Compensation}}{\text{Total Compensation of All Participants Eligible to Share}}$$

For example: Suppose the profit sharing contribution for the Plan Year is \$20,000. Employee A's compensation for the Plan Year is \$25,000. The total compensation of all Participants eligible to share, including Employee A, is \$250,000. Employee A's share will be:

$$\$20,000 \quad \times \quad \frac{\$25,000}{\$250,000} \quad \text{or} \quad \$2,000$$

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

**ARTICLE IV
COMPENSATION AND ACCOUNT BALANCE**

What compensation is used to determine my Plan benefits?

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

All Contributions

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

- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits will be excluded.
- compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- imputed income from domestic partner health coverage and group term life insurance over \$50,000

- compensation paid after you terminate employment is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
 - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
 - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

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

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

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

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

How is the money in the Plan invested?

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

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

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including your Employer, the Trustee(s) and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give.

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

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

Will Plan expenses be deducted from my account balance?

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

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

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

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

ARTICLE V VESTING

What is my vested interest in my account?

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

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

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

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

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

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

ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

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

- you have attained age 59 1/2

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

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

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

Hardship distributions. You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

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

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

The ability to obtain a hardship distribution for certain expenses of your beneficiary is effective January 3, 2008. A beneficiary is someone you designate under the Plan to receive your death benefit who is not otherwise your spouse or dependent.

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

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

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

- pre-tax deferral accounts
- Roth 401(k) deferral accounts
- account(s) attributable to Employer matching contributions
- accounts attributable to Employer profit sharing contributions
- "rollover accounts"

In addition, there are restrictions placed on hardship distributions which are made from certain accounts. The earnings on your salary deferrals and Employer contributions which are used to satisfy special rules that apply to 401(k) plans (such as safe harbor contributions), may not be distributed to you on account of a hardship. Ask the Administrator if you need further details.

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

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

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

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

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

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

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

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

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

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

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age.

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

What happens if I terminate employment due to disability?

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

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

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollover" contributions (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals of at least \$1,000
- partial withdrawals or installments but only with respect to Participants or beneficiaries who must receive minimum required distributions, over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary). (See below "Delaying distributions." for an explanation of minimum required distributions.)

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire. You should contact the Administrator if you think you may be affected by these rules.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

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

Who is the beneficiary of my death benefit?

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED) MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

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

Unmarried Participant. If you are not married, you may designate a beneficiary on a form to be supplied to you by the Administrator.

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

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

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

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- installments over a period of not more than the assumed life expectancy of your beneficiary
- partial withdrawals of at least \$1,000
- partial withdrawals or installments that do not exceed the limitations on when the entire death benefit must be paid. (See below "When must the last payment be made to my beneficiary?")

When must the last payment be made to my beneficiary?

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

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

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

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

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS

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

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

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

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

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

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

60-day rollover. The rollover of all or a portion of the distribution to an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described below would be the better choice.

Direct rollover. For most distributions, you may request that a direct transfer (sometimes referred to as a "direct rollover") of all or a portion of a distribution be made to either an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Automatic IRA rollover. If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$.01 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

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

ARTICLE X LOANS

Is it possible to borrow money from the Plan?

Yes, you may request a Participant loan using an application form provided by the Administrator. Please see your loan program for details.

The Administrator may periodically revise the Plan's loan program. If you have any questions on Participant loans or the current loan program, please contact the Administrator.

ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

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

Are there any exceptions to the general rule?

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

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

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

Can the Plan be amended?

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

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100%

vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

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

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

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

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

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

What if my benefits are denied?

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

In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then instead of the above, the initial claim must be resolved within 45 days of receipt by the Plan. A Plan may, however, extend this decision-making period for an additional 30 days for reasons beyond the control of the Plan. The Plan will notify you of the extension prior to the end of the 45-day period. If, after extending the time period for a first period of 30 days, the Plan Administrator determines that it will still be unable, for reasons beyond the control of the Plan, to make a decision within the extension period, the Plan may extend decision making for a second 30-day period. Appropriate notice will be provided to you before the end of the first 45 days and again before the end of each succeeding 30-day period. This notice will explain the circumstances requiring the extension and the date the Plan Administrator expects to render a decision. It will explain the standards on which entitlement to the benefits is based, the unresolved issues that prevent a decision, the additional issues that prevent a decision, and the additional information needed to resolve the issues. You will have 45 days from the date of receipt of the Plan Administrator's notice to provide the information required.

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

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination was based.

(c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.

(d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

(e) In the case of a claim for disability benefits if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then the following additional information will be provided:

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

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

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

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

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

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

What is the Claims Review Procedure?

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

(a) YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 60 DAYS (EXCEPT AS PROVIDED BELOW FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

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

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

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

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

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

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

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

involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

- (c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- (d) If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.
- (e) Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide you with a copy of the rationale at no cost to you. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow you time to respond.

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

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

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination was based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration):
 - (i) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make the determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.
 - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.
 - (iii) A statement of your right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.

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

- (iv) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;
 - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
 - a disability determination made by the Social Security Administration and presented by you to the Plan.

If you have a claim for benefits which is denied, then you may file suit in a state or federal court. However, in order to do so, you must file the suit not later than 180 days after the Administrator makes a final determination to deny your claim.

What are my rights as a Plan Participant?

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

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

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

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

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

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

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

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

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

ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN

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

Plan Name

The full name of the Plan is PAVIR Retirement Plan.

Plan Number

Your Employer has assigned Plan Number 001 to your Plan.

Plan Effective Dates

Effective Date. This Plan was originally effective on June 1, 1994. The amended and restated provisions of the Plan become effective on January 1, 2022. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

Other Plan Information

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

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

The Plan will be governed by the laws of California to the extent not governed by federal law.

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

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

Employer Information

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

Palo Alto Veterans Institute for Research
3801 Miranda Avenue, Building 101, Room A2-210
Palo Alto, California 94304
77-0207331
Telephone: 650.239.2800

Administrator Information

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

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

Your Administrator's name and contact information are:

Palo Alto Veterans Institute for Research
3801 Miranda Avenue, Building 101, Room A2-210
Palo Alto, California 94304
Telephone: 650.239.2800

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a Trust Fund. The Trustees are responsible for the safekeeping of the Trust Fund. The Trust Fund is the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a Trust Fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustees are listed below with their contact information:

Lisa Clark, Director of Human Resources
Michael Anthony Hindery, Chief Executive Officer

3801 Miranda Avenue, Building 101, Room A2-210
Palo Alto, California 94304
Telephone: 650.239.2800

The Trustees are collectively referred to as Trustee throughout this Summary Plan Description.