

**PETER KIEWIT SONS', INC.
RETIREMENT SAVINGS PLAN**

**Summary Plan Description
for
Non-Union Mining Craft Employees**

Non-Union Mining Craft Employees Company
(Affiliation # M401, GSH)
Revised: January 2025

Important

This booklet is only a summary of the Peter Kiewit Sons', Inc. Retirement Savings Plan. The Plan is based on a Plan document as it is in effect on January 1, 2024, with amendments. If there are differences between this summary and the Plan document, the Plan document will govern.

If you have questions about the Plan or would like to see a copy of the Plan document, contact the Home Office Benefits Department.

No Guarantee of Employment

Establishment and operation of the Plan will in no way enlarge or diminish your employment rights, nor will it guarantee your employment with the Company. Employees have the right to terminate their employment at any time with or without good cause and Kiewit and Subsidiary Companies reserve the same right to terminate employment at any time with or without good cause.

Table of Contents

Introduction	1
Becoming a Participant	2
Eligibility Requirements	2
Enrolling in the Plan	3
Hours of Service	4
How Contributions Are Made To The Plan	4
Employee Contributions	5
Automatic Escalation	6
Employer Matching Contributions	7
Student Loan Employer Matching Contributions	7
Rollover Contributions.....	7
Converting Non-Roth Contributions to Roth Amounts	8
What Does The Plan Cost Me?	9
How Is My Retirement Savings Plan Account Invested?	9
Tier One – Custom Retirement Target Date Funds	9
Tier Two – Core Funds (5)	11
Tier Three – Self-Directed Brokerage Account.....	13
Receiving Your Benefit	13
When Can I Retire and Receive a Benefit From the Plan?.....	13
What If I Leave Before I Retire?	14
What If I Become Disabled?.....	15
What If I Should Die Before I Retire?	15
How Do I Apply for My Benefit?.....	15
How Is My Retirement Savings Plan Account Paid to Me?.....	16
What If My Application Is Denied?.....	17
What If I Don’t Have Enough Hours of Service?.....	18
Additional Break in Service Rules.....	19
What If I Leave and Then Return to Work?	20
Can I Take a Loan From My Retirement Savings Account?.....	20
Does the Plan Allow Withdrawals?	21
General Provisions of the Plan	25
Are Plan Contributions Subject to Any Limits?	25
Will I Have to Pay Taxes on My Retirement Savings Plan Distribution?.....	25
Direct Rollovers and Direct Payments.....	26
Is My Retirement Savings Plan Distribution Subject to Tax Withholding?.....	27
Will My Benefits Ever Be Distributed Automatically?.....	27
Protection of Your Benefit.....	27
Contributions Made in Error.....	28
If the Plan Becomes Top Heavy	28
Benefits Not Insured	28
No Guarantee of Employment	28
What Happens If the Plan Is Amended or Discontinued?	28

Administrative Information About the Plan 29
Plan Name and Number 29
Type of Plan 29
Plan Year 29
Funding of the Plan 29
Plan Trustee 29
Plan Administrator 29
Employer Identification Number 29
Plan Sponsor 30
Participating Employer (the “Company”) 30
Your Rights Under ERISA 30

Introduction

The Peter Kiewit Sons', Inc. Retirement Savings Plan (the "Plan") is a 401(k) savings and company contribution plan that allows you to save for retirement and reduce your current taxes at the same time. After you become eligible to participate in the 401(k) savings segment of the Plan, you have the option to defer as much as 75% of your eligible base pay to the Plan for that pay period. In addition, you may elect to defer as much as 90% of your Gain Sharing Payments. Gain Sharing Payments are payments that are made to you for meeting certain productivity levels within a certain time period. Unless you affirmatively elect a different percentage (or elect not to participate, or elect to make Roth Contributions in lieu of Pre-Tax Contributions), you will be automatically enrolled at a pre-tax deferral rate of 4% of your eligible base pay. And, unless you elect otherwise, your deferral percentage will automatically increase by 1% each year (until it reaches 8% of your eligible base pay).

Unless you choose to make Roth Contributions, your salary deferrals will be applied to your account before you pay federal (and most local) income taxes on your earnings. This process, known as Salary Reduction, allows you to reduce your current taxable income while building long-term retirement income. However, you also have the choice to designate some or all of your elective contributions as Roth (after-tax) Contributions. Roth Contributions are deducted from your net pay (after all applicable taxes) and therefore do not reduce your taxable income. You also have the option to make Voluntary (traditional) After-Tax Contributions (which can be converted to Roth Contributions with minimal tax implications).

Each pay period that you make elective deferrals to the Plan, the Company will make Employer Matching Contributions to your account equal to \$1 for every \$1 of your elective deferrals that do not exceed 4% of your eligible base pay for that pay period, up to Tax Code limits.

If you elect to receive Student Loan Employer Matching Contributions, the Company will make Student Loan Employer Matching Contributions to your account at the end of the Plan Year equal to \$1 for every \$1 of Qualified Student Loan Payments (as defined on page 5) that you make after your election is processed that do not exceed 4% of your eligible base pay for the Plan Year, up to Tax Code limits.

For purposes of determining your Employer Matching Contribution (including your Student Loan Employer Matching Contribution), your compensation will not include any Gain Sharing Payments. Employees that are stockholders of the Company (as defined on page 3 under "*Eligibility Requirements*") are not eligible to receive Employer Matching Contributions (including Student Loan Employer Matching Contributions).

Over time, the Plan can help you save a large part of your retirement income, but it is important to remember that the Plan is not designed to be the only source of retirement income. Other possible sources include:

- Social Security.

- Other employer-sponsored retirement plans you participate in during your career.
- Personal savings.

Because the Plan contributes to your retirement income, it is important for you to know the Plan's basic features. This booklet explains:

- How you become a Plan participant.
- How your account grows.
- Available investment options.
- When you can receive a payment from the Plan.
- How the Plan is administered.

Please share this information with your family members – and be sure to keep this booklet for future reference.

For purposes of this Summary Plan Description (SPD), “Company” means Kiewit Mining Group, Inc. and Buckskin Mining Company. These companies are each “participating employers” in the Retirement Savings Plan sponsored by Peter Kiewit Sons’, Inc. Some participating employers may have adopted provisions that are different from those found in this SPD for some or all of their employees, and those provisions are described in a separate SPD. The Plan allows other employers to adopt its provisions. Upon written request to the Plan Administrator, you may obtain information as to whether a particular employer has adopted the Plan, and if so, the address of such employer.

Note: This SPD describes the terms of the Plan as in effect on January 1, 2024, as modified by Amendments One, Two, and Three.

Becoming a Participant

Eligibility Requirements

If you are an Eligible Employee, you will become a participant in the Plan on the first day of the month following the date you complete two months of service with the Company and reach age 18. A month of service begins on the date you first perform an hour of service for the Company, and ends on the day before the corresponding day of the next calendar month.

An Eligible Employee (for purposes of this SPD) is a craft employee of Buckskin Mining Company or Kiewit Mining Group, Inc. The following individuals are not Eligible Employees:

- Employees covered by a collective bargaining agreement where there is evidence that retirement benefits were the subject of good faith bargaining, unless such collective

bargaining calls for participation in the Plan;

- Leased Employees;
- Individuals who are not on the Company's regular payroll; and
- Employees covered by a pension plan of the Company.

Peter Kiewit Sons', Inc. stockholders are not eligible to participate in the Employer Matching Contribution segment of the Plan. For this purpose, a "stockholder" is anyone who directly or indirectly owns at least one share of Class C Common Stock of Peter Kiewit Sons', Inc. (or stock of any subsidiary that has been designated, by such subsidiary's board, to be treated as Class C Common Stock of Peter Kiewit Sons', Inc.).

Enrolling in the Plan

401(k) Segment

When you become eligible to join the 401(k) segment of the Plan, you will receive an enrollment kit. The enrollment materials will be mailed directly to your address as it appears on the Company payroll records. Please read these materials carefully. You may enroll in the Plan any time after you become eligible by calling Fidelity's Voice Response System at (800) 835-5095, or by accessing Fidelity's NetBenefits website at www.netbenefits.com. The telephone line is available 24 hours a day, and Service Representatives are available Monday through Friday from 7:30 a.m. to 7:30 p.m. Central Time.

When you enroll in the Plan, you need to:

- Choose a percentage of your eligible base pay to contribute to the Plan.
- Choose whether you will make Pre-Tax Contributions, Roth Contributions, Voluntary After-Tax Contributions, or a combination of each.
- Choose whether you will receive a Student Loan Employer Matching Contribution.
- Choose the fund or funds in which you'd like to invest your contributions.
- Choose the beneficiary of your account.

If you do not enroll, you will automatically be enrolled in the 401(k) portion of the Plan, and 4% of your eligible base pay will be deducted and contributed to your account under the Plan (as a Pre-Tax Contribution) each pay period, unless you affirmatively elect to contribute a different percentage or elect not to participate (or elect to make Roth Contributions instead of Pre-Tax Contributions). Unless you elect otherwise, amounts that are "automatically" deducted from your eligible base pay will be invested in the Plan's "default" investment option. During the first 90 days after the date of the first "automatic" contribution, you will have the right to withdraw any

salary deferral contributions as a result of being “automatically” enrolled in the 401(k) segment of the Plan.

Employer Matching Contribution (non-stockholders only)

If you make an elective deferral into the 401(k) segment of the Plan for a given pay period (whether you choose to defer or are automatically enrolled, and whether you choose to make Pre-Tax or Roth Contributions), the Company will make Employer Matching Contributions to your account for that pay period equal to 100% (*i.e.*, \$1 for \$1) of the first 4% of your eligible base pay that you contributed for that pay period, up to Tax Code limits. Voluntary After-Tax Contributions will not be matched.

Student Loan Employer Matching Contribution (non-stockholders only)

If you make an election to receive a Student Loan Employer Matching Contribution, the Company will make matching contributions to your account at the end of the applicable Plan Year equal to 100% (*i.e.*, \$1 for \$1) of the first 4% of the Qualified Student Loan Payments (as defined on page 5) that you make in that Plan Year, not to exceed 4% of your eligible base pay, up to Tax Code limits. You will be eligible to receive a Student Loan Employer Matching Contribution only with respect to Qualified Student Loan Payments that are made after your election is received and processed by the Plan Administrator.

Hours of Service

Hours of service help determine your right to receive a benefit from the Plan. (This is called “vesting;” see page 14 for more information.)

You receive an hour of service for every hour you are paid for working for the Company, including hours for paid time-off such as vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty, or military duty. However, you will not be credited with more than 501 hours of service per computation period (usually the calendar year) for hours you don’t actually work. See the “*Additional Break in Service Rules*” on page 19 for more information.

Hours of service are determined from the Company’s records of hours worked. If you are not paid by the hour, you will be credited with 40 hours of service for each full week you work. Contact the Home Office Benefits Department if you have any questions about how your hours of service are credited.

How Contributions Are Made to the Plan

There are six types of Plan contributions:

- **Employee Pre-Tax Contributions**, which you make through Salary Reduction.
- **Roth Contributions**, which you make through payroll deduction (or through an “in-plan Roth conversion”).

- **Voluntary (Traditional) After-Tax Contributions**, which you make through payroll deduction.
- **Employer Matching Contributions**, which are made by the Company to match your elective deferral contribution (*i.e.*, your Employee Pre-Tax and/or Roth Contributions) for that pay period. Note: Voluntary After-Tax Contributions are not matched.
- **Student Loan Employer Matching Contributions**, which are made annually by the Company to match Qualified Student Loan Payments that you make to repay a Qualified Education Loan after your election to receive the matching contribution is processed. Under the Student Loan Employer Matching Contribution formula, your Qualified Student Loan Payments are deemed to be elective deferrals.

“Qualified Student Loan Payments” are payments you make during the Plan Year to repay a Qualified Education Loan incurred by you, your spouse, or your dependent to pay for Qualified Higher Education Expenses. A “Qualified Education Loan” is any indebtedness incurred by you, your spouse, or your dependent to pay Qualified Higher Education Expenses, which are paid or incurred within a reasonable period of time before or after the indebtedness was incurred, and which are attributable to education furnished during a period in which the recipient was an eligible student under the Tax Code. “Qualified Higher Education Expenses” means the cost of attendance at an eligible education institution under the Tax Code.

- **Rollover Contributions**, which you make by transferring tax-deferred funds from another employer’s qualified retirement plan, such as a 401(k) savings plan or pension plan, to this Plan.

Employee Contributions

When you enroll in the Plan, you authorize the Company to direct a percentage of your eligible base pay to either your Employee Pre-Tax Contribution account, your Roth Contribution account, or your Voluntary After-Tax Contribution account (or some to each account). (As noted above, if you do not affirmatively elect a different percentage or elect not to defer, you will be “automatically enrolled” to make Pre-Tax Contributions at the rate of 4% of your eligible base pay each pay period.) You can defer up to 75% of your eligible base pay for each pay period to the Plan. In addition, if you receive a Gain Sharing Payment, you may elect to make additional deferrals, in increments of 5%, equal to not less than 5% or more than 90% of your Gain Sharing Payments. You may change your deferral percentage at any time by calling Fidelity’s Voice Response System at (800) 835-5095, or by logging on to Fidelity’s NetBenefits website at www.netbenefits.com.

Unless you elect to make Roth Contributions or Voluntary After-Tax Contributions, the amount you defer will be deducted from your eligible base pay on a *before-tax* basis. You won’t pay Federal (and most local) income taxes on your Employee Pre-Tax Contributions until you start receiving this money at retirement. In the meantime, your Employee Pre-Tax Contributions to the

Plan will reduce your annual taxable income, as shown in the example on page 8.

By comparison, Roth Contributions and Voluntary After-Tax Contributions will be deducted from your after-tax pay. You will not pay any Federal income tax on these amounts when they are paid to you at retirement. And, if you satisfy the 5-year holding period requirement and receive a distribution after age 59½ (or on account of death or disability), you won't pay Federal income tax on the earnings on your Roth Contributions either.

The maximum amount of Employee Pre-Tax Contributions (and/or Roth Contributions and any Qualified Student Loan Payments deemed to be Pre-Tax Contributions) that you may make during a given calendar year is limited under the law, and is dependent on your age. For employees under age 50, the 2025 limit is \$23,500, and this amount will be indexed in future years for changes in the cost of living. Employees who have attained age 50 (or will attain age 50 by the last day of the calendar year) may make additional Employee Contributions (either Pre-Tax or Roth, and Qualified Student Loan Payments deemed to be Pre-Tax Contributions) known as "Catch-up Contributions." The maximum amount of Catch-up Contributions for 2025 is \$7,500, and this amount also will be indexed in future years for changes in the cost of living. Therefore, if you will be 50 or older by the last day of the 2025 calendar year, the maximum amount of Employee Pre-Tax Contributions (and/or Roth Contributions and Qualified Student Loan Payments deemed to be Pre-Tax Contributions) that you may make during 2025 is \$31,000 (*i.e.*, the sum of \$23,500 of "regular" Employee Contributions plus \$7,500 of Catch-up Contributions).

As noted above, you may defer up to 75% of your eligible base pay for each pay period. You should choose a deferral percentage that will allow you to attain your desired dollar amount of Employee Pre-Tax Contributions (and/or Roth Contributions and Qualified Student Loan Payments deemed to be Pre-Tax Contributions, including Catch-up Contributions, if applicable) for the year. If you elect a deferral percentage that would otherwise cause you to exceed the IRS dollar limit on deferrals, the payroll system will "stop" your deferrals at the applicable limit (based on your age). For example, if you are under age 50 (*i.e.*, if you will not attain age 50 by the last day of the calendar year), your deferrals for the year will "stop" once you reach the \$23,500 limit (as adjusted for years after 2025). However, if you will be 50 or older by the last day of the year, your deferrals will not stop (unless you change your deferral election or stop deferring) until you have reached the \$31,000 limit (or the applicable limit for years after 2025).

Automatic Escalation

Any participant who is deferring at least 1% (but not more than 7%) of eligible base pay shall, unless he/she affirmatively elects otherwise, be subject to an "automatic escalation" procedure whereby the deferral percentage shall "automatically" increase by 1% each year until the deferral percentage reaches 8% of eligible base pay. The automatic increase will occur on the 12-month anniversary of the date you first enrolled in the Plan. You may elect, at any time, to opt out of the automatic escalation option, or to change the date or amount of the automatic increase.

Employer Matching Contributions

Each pay period that you participate in the Plan, the Company will make Employer Matching Contributions to your account equal to \$1 for every \$1 of the Pre-Tax or Roth Contributions you make to the Plan, up to a maximum of 4% of your eligible base pay for that pay period. You should consider spreading your Pre-Tax or Roth Contributions throughout the year. Because the Company makes Employer Matching Contributions only for pay periods during which you make Pre-Tax or Roth Contributions, and only matches such contributions up to the annual limit as described under “*Employee Contributions*” on pages 5 and 6, you will not receive the full Employer Matching Contribution unless you make Pre-Tax or Roth Contributions of at least 4% of your eligible base pay each pay period. No Employer Matching Contributions will be made for elective deferrals made from Gain Sharing Payments, and no Matching Contributions will be made with respect to your Voluntary After-Tax Contributions. Employees who are stockholders of the Company (as defined on page 3) are not eligible to receive Employer Matching Contributions.

The IRS imposes an annual limit on the total amount of contributions you may receive under the Plan. This limit applies to all contributions the Company makes to the Plan and all contributions you make to the Plan. You will not receive contributions from the Company (or be able to make contributions) after you reach any applicable limit. For 2025, the annual IRS limit on all contributions is the lesser of \$70,000 or 100% of compensation. The IRS may adjust this limit each calendar year. The IRS limits on contributions are described under “*Are Plan Contributions Subject to Any Limits*”? on pages 25 and 26.

Student Loan Employer Matching Contributions

If you are responsible for the repayment of a Qualified Education Loan, you may elect to have the Company treat your loan payments as elective deferrals and make Student Loan Employer Matching Contributions to the Plan on your behalf. For each Plan Year that you participate in the Plan and elect to participate in this program, the Company will make Student Loan Employer Matching Contributions to your account equal to \$1 for every \$1 of the Qualified Student Loan Payments that you certify you made during the Plan Year, up to a maximum of 4% of your eligible base pay for the Plan Year. “Qualified Student Loan Payments” are defined on page 5 of this SPD. Student Loan Employer Matching Contributions are subject to the annual IRS limit on total Plan contributions (*i.e.*, the lesser of \$70,000 or 100% of compensation, as adjusted for years after 2025). Employees who are stockholders of the Company (as defined on page 3) are not eligible to receive Student Loan Employer Matching Contributions.

Rollover Contributions

Rollover Contributions occur when you move tax-deferred funds from one qualified retirement plan to another qualified plan, either directly or indirectly. You are always 100% vested in your Rollover Contributions, and have the same distribution options that you have for your other contributions. You can make Rollover Contributions prior to meeting the eligibility requirements for the Plan by calling Fidelity’s Voice Response System at (800) 835-5095, or by logging on to Fidelity’s NetBenefits website at www.netbenefits.com.

Example: Plan Pre-Tax Savings versus Regular After-Tax Savings

Peter is single, earns \$60,000 per year, and contributes 6% of his annual eligible base pay to the Plan.

	Plan Account (Pre-Tax)	Traditional Savings Account (After-Tax)
Annual Salary	\$60,000	\$60,000
Plan Elective Deferral Contribution (before-tax)	-\$3,600	-\$0
Taxable Income	\$56,400	\$60,000
Social Security Taxes	-\$4,590	-\$4,590
Federal Income Taxes*	-\$4,784	-\$5,216
Net Income	\$47,026	\$50,194
Contribution to Traditional Savings Account (after-tax)	\$0	\$3,600
Annual Take-Home Pay	\$47,026	\$46,594

*Based on estimated 2024 single tax rates with a standard deduction. For simplicity, this example does not reflect the impact of state and local taxes.

As you can see, making Pre-Tax Contributions to the Plan instead of a traditional after-tax savings account allows Peter to increase his take-home pay by \$432. Or, put another way, Peter can save an additional \$432 simply by participating in the Plan. Also, for eligible employees, Kiewit will match your Employee (Pre-Tax or Roth) Contributions (up to 4% of your eligible base pay).

Converting Non-Roth Contributions to Roth Amounts

The Plan allows you to convert all or a portion of your Pre-Tax Contributions (or your Voluntary After-Tax Contributions) to Roth (after-tax) dollars through an “in-plan Roth conversion.” An in-plan Roth conversion may be made at any time, and can be made with respect to any non-Roth account that is 100% vested (including your Voluntary After-Tax Contribution account). Any pre-tax amounts that are converted (including the earnings on your Voluntary After-Tax Contributions) will be subject to taxation in the year of conversion, and the conversion is irrevocable. Therefore, you are strongly advised to consult with your individual tax advisor before you make an in-plan Roth conversion election.

If you are making Voluntary After-Tax Contributions, you may elect the “Automatic After-Tax Roth In-Plan Conversion” feature, whereby your After-Tax Contributions are automatically converted to Roth Contributions on a daily basis (*i.e.*, before those contributions accrue any taxable earnings). This allows you to make additional contributions to the plan (over and above the annual dollar limit that otherwise applies to Employee Pre-Tax or Roth Contributions), and have those contributions immediately converted (in a non-taxable transaction) to Roth Contributions which, if held for the requisite 5-year period and distributed at the appropriate time, can accumulate tax-

free earnings. You must contact Fidelity directly (by telephone or via the website) to elect this feature.

What Does the Plan Cost Me?

Certain expenses of the Plan may be paid from Plan assets. Most Plan expenses are paid by the Company or through fee arrangements with the trustee and the investment funds. These fees may include payment for trustee services, fund managers, and annual audit expenses. You are responsible for any applicable participant loan fees and any fees associated with the Self-Directed Brokerage Account (see page 13).

Currently, participants' accounts are charged \$9.75 per quarter (\$39 per year) to cover Plan recordkeeping expenses. Effective July 1, 2025, the fee is reduced to \$9 per quarter (\$36 per year). This fee is deducted in arrears after each quarter end. It is reflected on your quarterly statements and is viewable on the participant website.

The Plan is designed for the exclusive benefit of Plan participants and their beneficiaries.

How Is My Retirement Savings Plan Account Invested?

Your account is pooled with the accounts of all other Plan participants and placed in a trust fund. The trust fund is made up of three tiers of investment fund choices.

When you enroll in the Plan, you direct the Trustee to invest your account in any of these investment funds. You may invest in one fund or divide your account among the funds in the three tiers using whole percentages. The current investment fund types are as follows.

Tier One – Custom Retirement Target Date Funds

Custom Retirement Target Date Funds (CRTDFs) are a series of diversified investment funds known as “Target Date” or “Target Maturity” funds. The CRTDFs have been developed specifically for participants in the Plan based on employee demographics, benefits, and savings patterns.

The CRTDFs are designed to be a single investment solution for participants. By automatically adjusting their asset allocation to become more conservative over time, these funds are designed to achieve the appropriate level of risk for each stage of a participant's life, from their first days on the job, through their principal wealth-building years and on into retirement.

The CRTDFs are designed to be as easy as possible for the investor. Simply choose the fund with a date that is closest to the year that you will turn 65. The fund will automatically adjust the asset allocation over time to gradually decrease the level of risk (reaching its lowest level in the designated year and maintaining that level of risk thereafter). New asset strategies and asset classes will be added or removed as the investment landscape changes, and the underlying investment managers will be monitored to maintain a strong investment team. All the investor has to do after

the appropriate fund has been picked is to continue to save as much as you can. If you do not affirmatively select an investment fund, the Plan will default you into the CRTDF that is closest to the year you will turn 65.

2020 Fund:

The Custom Retirement Target Date 2020 Fund seeks to achieve a balance of long-term capital growth and inflation protection by investing in a diversified mix of asset classes and investment styles. The Fund is designed for investors who intend to retire within 5 years of 2020 and seek a simple method to achieve a broadly diversified portfolio that will gradually become more conservative in its allocation as retirement nears. Currently, the Fund invests in a combination of investments (approximately 40% domestic and international equity and 60% fixed income) using both active and passive management styles.

2025 Fund:

The Custom Retirement Target Date 2025 Fund seeks to achieve a balance of long-term capital growth and inflation protection by investing in a diversified mix of asset classes and investment styles. The Fund is designed for investors who intend to retire within 5 years of 2025 and seek a simple method to achieve a broadly diversified portfolio that will gradually become more conservative in its allocation over time. The Fund invests primarily (approximately 55%) in domestic and international equity with a modest allocation to fixed income using both active and passive management styles.

2030 Fund:

The Custom Retirement Target Date 2030 Fund seeks to achieve a balance of long-term capital growth and inflation protection by investing in a diversified mix of asset classes and investment styles. The Fund is designed for investors who intend to retire within 5 years of 2030 and seek a simple method to achieve a broadly diversified portfolio that will gradually become more conservative in its allocation over time. The Fund invests primarily (approximately 70%) in domestic and international equity with a modest allocation to fixed income using both active and passive management styles.

2035 Fund:

The Custom Retirement Target Date 2035 Fund seeks to achieve a balance of long-term capital growth and inflation protection by investing in a diversified mix of asset classes and investment styles. The Fund is designed for investors who intend to retire within 5 years of 2035 and seek a simple method to achieve a broadly diversified portfolio that will gradually become more conservative in its allocation over time. Currently, the Fund invests primarily (approximately 80%) in domestic and international equity with a modest allocation to fixed income using both active and passive management styles.

2040 Fund:

The Custom Retirement Target Date 2040 Fund seeks to achieve a balance of long-term capital growth and inflation protection by investing in a diversified mix of asset classes and investment styles. The Fund is designed for investors who intend to retire within 5

years of 2040 and seek a simple method to achieve a broadly diversified portfolio that will gradually become more conservative in its allocation over time. Currently, the Fund invests primarily (approximately 90%) in domestic and international equity with a modest allocation to fixed income using both active and passive management styles.

2045 Fund:

The Custom Retirement Target Date 2045 Fund seeks to achieve a balance of long-term capital growth and inflation protection by investing in a diversified mix of asset classes and investment styles. The Fund is designed for investors who intend to retire within 5 years of 2045 and seek a simple method to achieve a broadly diversified portfolio that will gradually become more conservative in its allocation over time. Currently, the Fund invests primarily (approximately 90%) in domestic and international equity with a modest allocation to fixed income using both active and passive management styles.

2050 Fund:

The Custom Retirement Target Date 2050 Fund seeks to achieve a balance of long-term capital growth and inflation protection by investing in a diversified mix of asset classes and investment styles. The Fund is designed for investors who intend to retire within 5 years of 2050 and seek a simple method to achieve a broadly diversified portfolio that will gradually become more conservative in its allocation over time. Currently, the Fund invests primarily (approximately 90%) in domestic and international equity with a modest allocation to fixed income using both active and passive management styles.

2055 Fund:

The Custom Retirement Target Date 2055 Fund seeks to achieve a balance of long-term capital growth and inflation protection by investing in a diversified mix of asset classes and investment styles. The Fund is designed for investors who intend to retire within 5 years of 2055 and seek a simple method to achieve a broadly diversified portfolio that will gradually become more conservative in its allocation over time. The Fund invests primarily (approximately 90%) in domestic and international equity with a modest allocation to fixed income using both active and passive management styles.

2060 Fund:

The Custom Retirement Target Date 2060 Fund seeks to achieve a balance of long-term capital growth and inflation protection by investing in a diversified mix of asset classes and investment styles. The Fund is designed for investors who intend to retire within 5 years of 2060 and seek a simple method to achieve a broadly diversified portfolio that will gradually become more conservative in its allocation over time. The Fund invests primarily (approximately 90%) in domestic and international equity with a modest allocation to fixed income using both active and passive management styles.

Tier Two – Core Funds (5)

The core investment options, with the exception of the RVST Stable Capital Fund A, were developed by the Plan Oversight Committee and its advisors to simplify investment decisions

while maintaining participant investment flexibility across asset classes. These core investment options are intended to increase the level of diversification within the asset classes, while offering a competitive fee structure. The Core Investment Funds each have one main objective. The approach to choosing among these funds (time horizon, risk tolerance, and savings goals) is the same as the Custom Retirement Target Date Funds, though these funds give you additional flexibility to design your own investment portfolio.

TRP Stable Value Q

The Fund invests primarily in a portfolio of Guaranteed Investment Contracts (GICs), Bank Investment Contracts (BICs), Synthetic Investment Contracts (SICs), and Separate Account Contracts (SACs). GICs, BICs, SICs, and SACs are types of investment contracts designed to potentially provide principal stability and a competitive yield. While the Trust purchases high-quality GICs, BICs, SICs, and SACs, there is no assurance that the credit quality of the issuers will remain the same over the life of the investment. Because such investments are not actively traded in the open market and generally must be held until maturity, there is a risk that, like any investment, one or more of the Trust's holding could fail to make scheduled interest and principal payments prior to maturity, potentially reducing the Trust's income level and causing a loss of principal. The Trust attempts to minimize such risks by diversifying its investments by issuer, quality, and duration. Unit price, yield and return may vary.

Bond Fund

This option seeks to generate a high level of current income by investing primarily in government, corporate and agency bonds. The Bond Fund is a multi-advisor portfolio comprised of two underlying funds which invest primarily in U.S. treasury securities, U.S. government agency bonds, sovereign bonds issued by countries outside the U.S., mortgage-backed securities, investment grade and high yield corporate bonds, and fixed income instruments. The fund is actively managed.

U.S. Small Company Stock Fund

This option seeks long-term capital appreciation by investing primarily in stocks issued by U.S. based small and mid-sized companies. The U.S. Small Company Stock Fund is a multi-advisor portfolio comprised of two underlying funds which invest in both growth and value companies. The fund is actively managed.

U.S. Large Company Stock Fund

This option seeks long-term capital appreciation by investing primarily in stocks issued by U.S. based large and mid-sized companies. The U.S. Large Company Stock Fund is a multi-advisor portfolio comprised of three underlying funds which invest in both growth and value companies. The fund is comprised of both passively managed and actively managed funds.

International Company Stock Fund

This option seeks long-term capital appreciation by investing in stocks issued by companies based outside the United States. The International Company Stock Fund is a

multi-advisor portfolio comprised of two underlying funds which invest in growth companies, value companies, large, medium, and small sized companies, as well as developed and emerging market domiciled companies. The fund is actively managed.

If you have questions about any of these funds, or would like a prospectus, you may either call Fidelity's Voice Response System at (800) 835-5095, or log on to Fidelity's NetBenefits website at www.netbenefits.com.

Tier Three – Self-Directed Brokerage Account

The third tier of your investment options is a Self-Directed Brokerage Account. The Self-Directed Brokerage Account gives you the freedom to invest in a wide variety of mutual funds outside of the Core and Custom Retirement Target Date Funds. In addition, you have the ability to invest in most equity instruments. When designing your investment strategy, the choices and investment selections you make are always of your own design. However, with the additional freedom comes the additional responsibility for researching and understanding your individual selections and how appropriate they are for your personal investment strategy and risk tolerance. Make sure you read all the information about this option, as certain restrictions apply. You will be responsible for annual fees and commissions. Contact Fidelity for information and to establish a Self-Directed Brokerage Account at (800) 835-5095.

Be sure to review your prospectuses and enrollment materials carefully before you make any investment elections. Past performance by any fund is no guarantee of future performance. There is no guarantee that the individual funds will achieve their specific objective.

You may change the investment of your account daily. A change may apply to the existing balance in your account and/or any future contributions. The trust fund is valued daily.

You will receive a statement showing the status of your account as of the end of each quarter. The statement will list your Employee Contributions (including Pre-Tax, Roth, and Voluntary After-Tax Contributions), as well as any Employer Matching and Student Loan Employer Matching Contributions made by the Company. Any investment earnings or losses will be shown on the statement, as will the percentage of your account that is vested and other information concerning your investment choices.

To check your account balance, make an investment change, or ask questions about your quarterly statement, call Fidelity's Voice Response System at (800) 835-5095, or log on to Fidelity's NetBenefits website at www.netbenefits.com.

Receiving Your Benefit

When Can I Retire and Receive a Benefit From the Plan?

Normal retirement age for the Plan is defined as age 55. When you reach normal retirement age, you are automatically 100% vested in your account if you are still working for the Company on

that date. When you are 100% vested, you can receive the entire amount in your account when you retire. You are always 100% vested in your Employee Pre-Tax Contributions, your Roth Contributions, your Voluntary After-Tax Contributions, and your Rollover Contributions.

If you continue working for the Company after you attain normal retirement age, your retirement date is the actual date your employment ends.

If you leave the Company before you reach normal retirement age, the vested portion of your account will be distributed to you as described in the following section.

What If I Leave Before I Retire?

If you stop working for the Company before you reach normal retirement age, you will receive the vested portion of your account. The vested portion of your account is the portion you “own.”

You are always 100% vested in your Employee Pre-Tax Contributions, your Roth Contributions, your Voluntary After-Tax Contributions, and any Rollover Contributions, as well as any investment earnings credited to those accounts. Any Employer Matching Contributions and Student Loan Employer Matching Contributions made to your account become 100% vested after you complete three years of vesting service. Full vesting is also awarded when you reach normal retirement age (as defined above), if you become disabled while you are an active employee, or if you die while employed by the Company. See “*What If I Become Disabled?*” on page 15 and “*What If I Should Die Before I Retire?*” on page 15.

Partial vesting credit toward the Employer Matching Contributions and Student Loan Employer Matching Contributions are awarded according to this schedule:

Years of Vesting Service With the Company	Vested Percentage
Less than 2 years	None
2 but less than 3 years	50%
3 or more years	100%

You will earn one year of vesting service for each calendar year you are credited with at least 1,000 hours of service (see page 4). If your employment with the Company ends before you are vested in all or part of your account, you forfeit the portion of your Employer Matching Contribution account and Student Loan Employer Matching Contribution account that is not vested. When this happens, the forfeited Matching Contribution amounts are used to reduce the amount of the Company’s Matching Contributions to the Plan for the year in which the forfeiture occurs, or in the next year if any such forfeitures remain. If you return to work for the Company, you may be entitled to have the Employer Matching Contributions and Student Loan Employer Matching Contributions you forfeited restored to your account. See page 19 for more information.

What If I Become Disabled?

If you become disabled before you retire, you become 100% vested in your account. You are eligible to receive your account as soon as administratively possible after you have been determined to be disabled. For purposes of the Plan, “disability” means a determination, by either the Social Security Administration or the insurer of the Company’s long-term disability plan, that you are entitled to disability benefits under such program or plan.

What If I Should Die Before I Retire?

If you die while you are employed by the Company, your designated beneficiary will automatically become fully vested in your account. Your beneficiary must apply for your benefit by contacting the Home Office Benefits Department.

You designate a beneficiary when you become eligible to participate in the Plan. You may choose more than one beneficiary, allocating a percentage to each. You may also decide the sequence in which beneficiaries receive your benefit, in the event one or more of your beneficiaries dies.

If you are married and you choose a beneficiary other than, or in addition to, your spouse, your spouse must give written consent to your choice in front of a Plan representative or notary public. If your spouse does not give consent, he or she is automatically the sole beneficiary. This consent is not required if your spouse cannot be located.

You may change your beneficiary designation at any time by calling Fidelity’s Voice Response System at (800) 835-5095, or by visiting Fidelity’s NetBenefits website at www.netbenefits.com.

If you do not choose a beneficiary before you die, your account balance will be paid to your spouse, if you are married. If you have no spouse, your account balance will be paid to your estate.

If your beneficiary dies before your entire vested account balance is distributed, the remaining vested account balance will be distributed to the beneficiary’s estate unless your beneficiary designation provides otherwise.

How Do I Apply for My Benefit?

You must apply for a distribution by calling Fidelity’s Voice Response System at (800) 835-5095. Your account will be paid to you as described in “*How Is My Retirement Savings Plan Account Paid to Me?*” on pages 16 and 17.

If your vested account balance (excluding Rollover Contributions) is more than \$7,000, you have the option to elect an immediate distribution or leave the money in the Plan until a later date. (If you take no action, you will be deemed to have elected to leave your money in the Plan.) If your vested account balance is between \$1,000 and \$7,000, and you do not direct the Plan whether you wish to have the distribution paid to you or rolled over to an individual retirement account (IRA) or another employer plan, the Plan will set up an IRA with Fidelity Management Trust Company.

If your vested account balance is automatically rolled over to an IRA, it will be invested in a manner designed to preserve principal and provide a reasonable rate of return. Common types of investment products that may be used in such an IRA include money market accounts, certificates of deposit, or stable value funds. Reasonable expenses may be charged against the IRA account for expenses associated with the establishment and maintenance of the IRA. Any such expenses will be no greater than similar fees charged for other IRAs maintained by Fidelity Management Trust Company. For further information about the automatic rollover requirements, the IRA provider, and the applicable fees and expenses associated with the automatic rollover IRA, please contact the Plan Administrator or call Fidelity's Voice Response System at (800) 835-5095. If your account is less than \$1,000, the Plan will distribute your vested account balance to you as a lump sum.

In any case, if you are no longer employed by the Company, a minimum distribution will be paid to you by April 1 of the year following the year in which you reach:

- Age 70½ (if you attained this age before January 1, 2020).
- Age 72 (if you attained age 70½ on or after January 1, 2020).
- Age 73 (if you attained age 72 on or after January 1, 2022).

Your account balance will be invested as part of the trust fund until it is paid to you.

How Is My Retirement Savings Plan Account Paid to Me?

You (or your beneficiary) will be eligible to receive the vested portion of your account:

- On or after you attain normal retirement age, provided your employment with the Company ends.
- When your employment with the Company ends before normal retirement age.
- When you become disabled (see "*What If I Become Disabled?*" on page 15).
- When you die.

You or your beneficiary (in case of your death) must formally apply for a benefit.

The value of your vested account will automatically be paid to you in a lump sum (or rolled over to an IRA per your direction) if the value of your account (excluding Rollover Contributions) does not exceed \$7,000.

If the value of your vested account (other than Rollover Contributions) exceeds \$7,000, and you have not yet attained age 55, you must consent to a distribution from the Plan. If you consent, your vested account balance will be paid to you in one of the following forms of payment (i) a single lump sum; (ii) a series of substantially equal monthly, quarterly, or annual installments over

a period not to exceed 10 years; or (iii) a partial withdrawal of at least \$1,000. If you elect a partial withdrawal, you may receive only up to two partial withdrawals per calendar year. If you do not request a distribution, your account will remain in the Plan until April 1 of the year following the year you attain:

- Age 70½ (if you attained this age before January 1, 2020).
- Age 72 (if you attained age 70½ on or after January 1, 2020).
- Age 73 (if you attained age 72 on or after January 1, 2022).

What If My Application Is Denied?

If your claim for payment of your account is denied, the Plan Administrator (or its designee) will notify you or your beneficiary within 90 days of the date your application is received. If you have questions, call Fidelity's Voice Response System at (800) 835-5095, or log on to Fidelity's NetBenefits website at www.netbenefits.com.

This notification must:

- State the reason for the denial.
- Reference Plan provisions on which the denial is based.
- Describe any additional information necessary for you to resubmit your claim with an explanation of why such information is necessary.
- Explain the Plan's claim review procedures.

Within 60 days after you receive this denial notice, you may ask the Plan Administrator to review your claim by submitting a written request. In addition to your claim, you may submit in writing issues and comments you believe are pertinent to your claim. Upon request, you also have the right to receive documents relevant to your claim free of charge.

The Plan Administrator must respond to your request for review within 60 days after receiving your request (or 120 days if special circumstances cause a delay). The Plan Administrator's decision must be in writing; this decision is final, subject to your right to bring a civil action under ERISA Section 502(a).

Any civil action for benefits under the Plan must be filed in the United States District Court for the District of Nebraska within 365 days after the later of: (i) the date you first submit a timely claim for benefits in accordance with the Plan's claim review procedures; or (ii) the date the Plan Administrator renders a final decision on your appeal.

The Plan Administrator has discretionary authority to interpret the Plan, determine eligibility for benefits, and to make claim decisions under the terms of the Plan. Your rights under ERISA are

described in detail on pages 30 and 31.

What If I Don't Have Enough Hours of Service?

The number of hours of service you work for the Company determines when you become vested in your account. You must earn a minimum number of hours of service each year for the requisite number of years to meet the requirements for vesting; see “*Hours of Service*” on page 4 and “*What If I Leave Before I Retire?*” on page 14 for details.

If you are credited with 501 or more hours but less than 1,000 hours of service during a Plan Year, that year will not count as a year of vesting service. However, you *will not* incur a break in service. Your account will remain invested with the trust fund and your accrued years of vesting service will not be affected. **A forfeiture break in service occurs when you have a break in service for each of five consecutive years.**

If you are credited with less than 501 hours of service during a Plan Year, you *will* incur a break in service. A break in service may cause you to lose credit for one or more years of vesting service. Consider the following situations:

- You are 0% vested and return to work for the Company before you have a forfeiture break in service. *Result: All of your years of vesting service will be counted for vesting purposes.*

Example: Assume you have one year of vesting service when you stop working for the Company and you are 0% vested in your Employer Matching Contributions. You leave the Company for three years and then return to work at the Company and again participate in the Plan. Because you were 0% vested when you stopped working for the Company and the number of your consecutive one-year breaks in service was less than five years, the one year of vesting service you earned before the break in service occurred will be counted for determining your vested interest in all amounts contributed to your account.

- You are 0% vested and have a forfeiture break in service. *Result: When you return to work for the Company, your years of vesting service earned after the forfeiture break in service will not be counted when determining your vested interest in your account balance accrued before your employment ended.*

Example: Assume you have one year of vesting service when you stop working for the Company and you are 0% vested in your Employer Matching Contributions. Your account balance is \$1,000. You leave the Company for five years and then return to work for the Company and again participate in the Plan. Because the number of your consecutive one-year breaks in service equaled five years, any years of vesting service you earn after the forfeiture break in service occurred will not be counted when determining your vested interest in the \$1,000 credited to your account before your employment ended. You will permanently forfeit the \$1,000.

- You are partially vested and have not had a forfeiture break in service; when you return to

work with the Company you repay any amounts that were distributed to you. *Result: All of your years of vesting service will be counted when determining your vested interest in your account balance accrued before your employment ended and in your account balance accrued after you return to work for the Company.*

Example: Assume you are 50% vested in your account balance when your employment ends, your account balance is \$1,000 and you receive a distribution of \$500. When you return to work with the Company three years later, you repay the \$500. The \$500 you forfeited will be restored to your account and you will be 50% vested in your total account balance; any vesting service you earn after your return to work will increase your vested percentage in your total account balance.

- You are partially vested and have a forfeiture break in service before you return to work for the Company. *Result: You will not be permitted to repay any amounts that were previously distributed to you. Any years of vesting service you earn after the forfeiture break in service will not be used to increase your vested interest in any amounts credited to your account before your employment ended.*

Example: Assume you are 50% vested in your account balance when your employment ends, your account balance is \$1,000, and you receive a distribution of \$500. When you return to work at the Company after you have had a forfeiture break in service, you will not be permitted to repay the \$500. You will permanently forfeit the \$500 left in your account when your employment ended because any vesting service you earn after the forfeiture break in service will not be considered vesting service for purposes of the amounts contributed to your account before the forfeiture break in service occurred.

Additional Break in Service Rules

If you have not had a forfeiture break in service, you may regain your previous account balance by repaying any amount you received from the Plan when you left the Company (the vested portion of your account) within five years from the date of your reemployment. The Plan Administrator will then place an amount in your account equal to the amount you forfeited when you left the Company (the portion of your account that was not vested). This restoration will be made by December 31 of the year in which you repay the vested portion of your account.

A maternity, military, or paternity leave will not count against you in determining whether you have a break in service. You may be credited with up to 501 hours of service for a leave related to your pregnancy or childbirth, the placement of an adopted child in your home, or the care of the child immediately after birth or placement in your home. These hours will be credited to the year your leave begins if the timing of your leave would cause you to have a break in service in that year. Otherwise, these hours will be credited to the following Plan Year.

What If I Leave and Then Return to Work?

If your employment with the Company ended when you were participating in the Plan, you will

immediately rejoin the Plan on your reemployment date.

If you were less than 100% vested in your account when your employment with the Company ended, your total years of vesting service will depend on whether you had a forfeiture break in service before you returned to employment with the Company. See pages 18 and 19 for more information.

Can I Take a Loan From My Retirement Savings Account?

You may borrow up to 50% of your Pre-Tax Contributions, and related earnings. Employer Contributions, Roth Contributions, Roth Rollover Contributions, Voluntary After-Tax Contributions, and related earnings are not eligible for loans. When you request a loan from your account, you borrow the money from your own accounts and pay back both the amount of the loan and the interest directly to your accounts. It's a way for you to have access to the money in your accounts and pay yourself back at the same time.

However, there are certain limitations:

- You are only permitted to have two loans outstanding at any time.
- No loan will be made on or after termination of employment.
- The minimum loan amount is \$1,000, so you'll need at least \$2,000 in your eligible accounts before you can apply for a loan.
- Loans may not be taken out for a period of less than one year.
- The loan application will state the supporting information required to be provided by you in connection with the approval of the loan.
- You may have no more than one general purpose and one principal residence loan or two general purpose loans outstanding at the same time.
- A \$75 loan fee will be deducted from the loan proceeds for each loan taken out.
- You must repay the loan within five years (15 years if the loan is used for the purchase of your principal residence).
- The maximum amount of a loan is limited to the lesser of 50% of the value of your vested account balance, less the current balance of any outstanding loan from the Plan; or \$50,000, reduced by the highest outstanding loan balance in the preceding 12 months.

Loans will be funded first from your Rollover Contribution account and then from your Pre-Tax Contributions account. You must repay the loan through payroll deduction. Payments go back into the account type from which the loan proceeds were taken (first to your Pre-Tax Contribution account and then to your Rollover Contribution account). If you want to pay off the loan early

(not through payroll deduction) then you must pay off the loan in its entirety.

Loan payments may be suspended for a period of up to one year if you are on a Company-approved leave of absence either without pay or at a rate of pay that is less than your loan repayment amount. The period of suspension includes any period of time (even if longer than one year) during which you are performing service in the uniformed services as provided by the Uniformed Services Employment and Reemployment Rights Act (USERRA). Interest will continue to accrue during the leave period, and you will resume making loan payments (adjusted for the leave period) upon your return.

If you default on the loan, foreclosure of the note and attachment of the security will not occur until a distributable event occurs in the Plan, such as termination, normal retirement, death, or disability. Your loan will remain part of the Plan. However, the unpaid balance of the loan will become taxable income to you at the end of the quarter following the quarter of the default, and the Plan will report the loan balance as a taxable distribution at that time.

If you have an outstanding loan under this Plan and your employment with the Company terminates, you have the option to continue making direct payments to Fidelity or to pay the loan in full at the time of your termination. Otherwise, your account will be reduced (offset) by the outstanding loan balance.

To apply for a loan, request the forms through Fidelity's Voice Response System at (800) 835-5095, or online at www.netbenefits.com.

Does the Plan Allow Withdrawals?

The Plan is designed to provide retirement income, but does permit certain types of distributions as described below.

- **In-Service Withdrawals** – If you have Rollover Contributions or Voluntary After-Tax Contributions in the Plan, you may withdraw these contributions (and the related earnings) at any time with no restrictions. Withdrawals of your rollover money (and a portion of the withdrawal of your Voluntary After-Tax money) may be subject to a 10% penalty tax. Before making an in-service withdrawal, it is a good idea to check into the tax consequences.
- **Age 59½ Withdrawals** – If you are age 59½ or older, you can withdraw any vested amount in your account – up to your entire balance, including both Roth and non-Roth amounts – at any time. You do not need to meet hardship conditions. Withdrawals of non-Roth amounts (as well as the earnings on Voluntary After-Tax Contributions, and the earnings on Roth amounts that are withdrawn prior to the end of the 5-year holding period) will be treated as a taxable distribution without the 10% penalty for early withdrawal. However, the 20% withholding still applies for taxable money not rolled over.
- **Hardship Withdrawals** – You may request a hardship withdrawal of your Employee Pre-

Tax Contributions and/or your Roth Contributions. Your hardship withdrawal must be used to address an immediate and heavy financial need, including, but not limited to:

- Unreimbursed medical expenses incurred, or expected to be incurred, by you, your spouse, your beneficiary, or your dependents.
- Purchase of your principal residence (excluding mortgage payments).
- Tuition for post-secondary education for you, your spouse, your beneficiary, or your dependents for the next 12 months.
- Prevention of eviction from your principal residence or the foreclosure of the mortgage on your principal residence.
- Payment for burial or funeral expenses for your deceased parent, spouse, beneficiary, child or dependent. (You must include a copy of the funeral home, crematorium, or cemetery receipt indicating the name of the deceased person and the total amount due for funeral or burial expenses.)
- Expenses for repairs of damage to your principal residence that would qualify as deductible casualty expenses under the Tax Code (without regard to whether the loss exceeds 10% of adjusted gross income, and without regard to whether the loss occurs in a federally-declared disaster area such as losses caused by fire, storm, or theft.
- Expenses and losses (including loss of income) that you incur on account of a FEMA-declared disaster, provided that your principal residence or your principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster
- Such other extraordinary and necessary expense that the Plan Administrator determines to constitute an “immediate and heavy” financial need.

The distribution amount may not exceed the amount of the immediate and heavy financial need (including the amount you need to pay anticipated federal taxes of up to 20% and/or early withdrawal penalties of up to 10% on the distribution). To apply for a hardship distribution, request a hardship withdrawal application from Fidelity’s Voice Response System at (800) 835-5095.

To receive a hardship withdrawal, you must meet the following requirements:

- You must certify, in writing, that you have an “immediate and heavy financial need.”
- You must have taken all available distributions (other than hardship distributions) under this Plan and any other qualified or nonqualified retirement or deferred compensation plan maintained by the Employer.

- You must certify, in writing, that you have insufficient cash or liquid assets reasonably available to satisfy the need.
- You must also certify that, if your financial need is one of the first seven types of need listed above, you are aware of the option to take up to two loans (rather than taking a hardship distribution), and that you are aware of the tax consequences of taking a distribution, rather than a loan.

When you take a hardship withdrawal, you will first receive money from your Employee Pre-Tax Contribution account (contributions and related earnings), and then the remaining amount needed to satisfy your hardship will be withdrawn from your Roth Contribution account.

- **Qualified Birth or Adoption Distributions** – On or after April 2, 2025, you may request a Qualified Birth or Adoption Distribution of any vested amount in your account - up to \$5,000. Your distribution must be made during the one-year period beginning on the date of your child’s birth or the date the legal adoption of an Eligible Adoptee is finalized. For multiple births or adoptions, you may request a distribution of up to \$5,000 for each child as long as the distribution is made within the one-year period following the date each child is born, or date each adoption is finalized. An “Eligible Adoptee” is any individual who has not attained age 18 or who is physically or mentally incapable of self-support.

You must certify, in writing, that you are eligible to receive a Qualified Birth or Adoption Distribution. The distribution will be withdrawn pro-rata from your vested accounts.

If you receive a Qualified Birth or Adoption Distribution and you are eligible to make Rollover Contributions, you may elect to repay all or any portion of the distribution at any time during the three-year period beginning on the day after the date on which such distribution was made. See “*Rollover Contributions*” on page 7 for more information.

To apply for a Qualified Birth or Adoption Distribution or to make a repayment election, you can request the forms through Fidelity’s Voice Response System at (800) 835-5095, or online at www.netbenefits.com.

- **Domestic Abuse Distributions** – On or after April 2, 2025, you may request a distribution of any vested amount in your account if you are the victim of domestic abuse (a “Domestic Abuse Distribution”), up to a maximum of (i) \$10,300 (as adjusted for years after 2025) or (ii) 50% of your fully vested account, whichever is less. Your distribution must be made during the one-year period beginning the date that you are a victim of Domestic Abuse by your spouse or your domestic partner. (This one-year period is called the “Incident Period.”) You can have only one Incident Period each calendar year. During the Incident Period, you may request multiple Domestic Abuse Distributions, but the total amount of such distributions may not exceed the maximum amount described above. For these purposes, “Domestic Abuse” means any physical, psychological, sexual, emotional, or economic abuse by your spouse or domestic partner, including efforts to control, isolate,

humiliate, or intimidate you, or to undermine your ability to reason independently, including by means of abuse of your child or another family member living in the household.

You must certify, in writing, that you are eligible to receive a Domestic Abuse Distribution. The distribution will be withdrawn pro-rata from your vested accounts.

If you receive a Domestic Abuse Distribution and you are eligible to make Rollover Contributions, you may elect to repay all or any portion of the distribution at any time during the three-year period beginning on the day after the date on which such distribution was made. See “*Rollover Contributions*” on page 7 for more information.

To apply for a Domestic Abuse Distribution or to make a repayment election, you can request the forms through Fidelity’s Voice Response System at (800) 835-5095, or online at www.netbenefits.com.

- **Emergency Personal Expense Distributions** – On or after April 2, 2025, you may request a distribution from your Employee Pre-Tax Contributions Account and/or your Roth Contributions Account to satisfy an emergency personal expense (an “Emergency Personal Expense Distribution”). For these purposes, an Emergency Personal Expense means an unforeseeable or immediate financial need relating to necessary personal or family emergency expenses.

You may receive only one Emergency Personal Expense Distribution in a calendar year, and the amount of the distribution cannot exceed the lesser of (i) \$1,000, or (ii) an amount equal to the excess of (A) your vested account, determined on the date of the distribution, over (B) \$1,000.

If you receive an Emergency Personal Expense Distribution, you cannot take another Emergency Personal Expense Distribution during the three calendar years following the year in which you receive the distribution, unless (i) you fully repay the Emergency Personal Expense Distribution to the Plan, as described below, or (ii) your Employee Pre-Tax Contributions and/or Roth Contributions that you make after you receive the distribution are equal to (or greater than) the amount of the distribution you received.

You must certify, in writing, that you are eligible to receive an Emergency Personal Expense Distribution. The distribution will be withdrawn pro-rata from your Employee Pre-Tax Contributions Account and/or your Roth Contributions Account.

If you receive an Emergency Personal Expense Distribution and you are eligible to make Rollover Contributions, you may elect to repay all or any portion of the distribution at any time during the three-year period beginning on the day after the date on which such distribution was made. See “*Rollover Contributions*” on page 7 for more information.

To apply for an Emergency Personal Expense Distribution or to make a repayment election,

you can request the forms through Fidelity's Voice Response System at (800) 835-5095, or online at www.netbenefits.com.

- **Qualified Disaster Recovery Distributions** – On or after April 2, 2025, you may request a distribution of any vested amount in your account up to \$22,000 (in aggregate per disaster) if your principal residence is located in a federally declared qualified disaster area, and you have an economic loss because of the disaster (a “Qualified Disaster Recovery Distribution”). You may request and receive multiple Qualified Disaster Recovery Distributions, but each distribution must be made before the date that is 180 days after the event that results in your economic loss is declared a federal disaster.

You must certify, in writing, that you are eligible to receive a Qualified Disaster Recovery Distribution. The distribution will be withdrawn pro-rata from your vested accounts.

If you receive a Qualified Disaster Recovery Distribution, and you are eligible to make Rollover Contributions, you may elect to repay all or any portion of the distribution at any time during the three-year period beginning on the day after the date on which such distribution was made. See “*Rollover Contributions*” on page 7 for more information.

To apply for a Qualified Disaster Recovery Distribution or to make a repayment election, you can request the forms through Fidelity's Voice Response System at (800) 835-5095, or online at www.netbenefits.com.

General Provisions of the Plan

Are Plan Contributions Subject to Any Limits?

The IRS limits the maximum amount that can be contributed to your account each year, including salary deferral contributions. For the 2025 calendar year, the maximum amounts are:

- Limit on salary deferral (pre-tax and Roth) contributions = \$23,500
- Limit on age-based Catch-up Contributions = \$7,500
- Overall limit on all employee and employer contributions (other than rollover contributions) = \$70,000 (or 100% of compensation, if less)

Will I Have to Pay Taxes on My Retirement Savings Plan Distribution?

Distributions that result from your before-tax contributions to the Plan are taxed as ordinary income in the year of receipt. In some cases, however, your account distributions may be eligible for favorable tax treatment in the form of a rollover to an IRA or another qualified plan. Distributions that relate to your Roth Contributions will be tax-free if the distribution is a “qualified distribution” (*i.e.*, if you have satisfied the 5-year holding period and are at least age 59½ at the time of distribution).

Beginning in the year following the year you reach age 73 (72 if you attained age 70½ on or after January 1, 2020, or age 70½ if you attained that age before January 1, 2020), a minimum distribution will be made to you if you have not withdrawn the required minimum amount, unless you are still employed by the Company. If you are still employed by the Company, the minimum required distribution will be made to you in the year after your retirement. The minimum distribution amount cannot be rolled over because it is a required minimum payment that must be paid to you.

Direct Rollovers and Direct Payments

A payment from the Plan that is eligible for “rollover” can be taken in two ways. You may have all or any portion of your payment either paid in a direct rollover, or paid to you.

If you choose a direct rollover:

- Your payment will not be taxed in the current year and no income tax will be withheld (unless you roll non-Roth amounts to a Roth IRA).
- Your payment will be made directly to your IRA or, if you choose, to another employer plan that accepts your rollover.
- You must provide the Plan Administrator with the name of the trustee of the IRA or other qualified plan so that the rollover can be completed on your behalf.
- Your payment will be taxed when you take it out of the IRA or the employer plan (unless your payment was rolled to a Roth IRA and you later take a “qualifying” distribution from that Roth IRA).

If you choose to have your benefits paid to you:

- We will automatically withhold all mandatory federal and state withholding amounts as required by the IRS and state taxing authorities. The withheld amount will be credited against your taxes.
- Your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59½, you also may have to pay an additional penalty tax.
- The payment can be rolled over to your IRA (or Roth IRA) or to another employer plan that accepts your rollover. Your rollover must be completed within 60 days of the date you receive the payment.
- If you want to roll over 100% of the payment to an IRA or an employer plan, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that was received, you will be taxed on the 20% that was withheld and not rolled over.

Is My Retirement Savings Plan Distribution Subject to Tax Withholding?

By calling Fidelity's Voice Response System at (800) 835-5095, or by logging on to Fidelity's NetBenefits website at www.netbenefits.com, you can find detailed information about how taxes apply to your distribution/rollover options at the time of your distribution request. Because the tax regulations that govern 401(k) plans are complex, you should contact a tax advisor to determine how these regulations affect your personal situation.

Will My Benefits Ever Be Distributed Automatically?

If you terminate employment and your vested account balance (other than Rollover Contributions and earnings) is \$7,000 or less, your entire account balance will be paid to you in a single lump-sum payment (unless you elect a direct rollover to an IRA or another employer plan). If your vested account balance is more than \$7,000, you may elect when benefits are paid, so long as benefits commence by April 1 of the year after the year you attain:

- Age 70½ (if you attained this age before January 1, 2020).
- Age 72 (if you attained age 70½ on or after January 1, 2020).
- Age 73 (if you attained age 72 on or after January 1, 2022).

Protection of Your Benefit

Your benefit from this Plan cannot be assigned, transferred, pledged, or sold, except in three instances.

- Under a Qualified Domestic Relations Order (*e.g.*, alimony payment or marital property rights), the Plan Administrator will pay all or part of your benefit to your spouse or former spouse. The Plan Administrator has set up procedures to determine if a domestic relations order is qualified. You may request a copy of the Plan's Qualified Domestic Relations Order procedures by calling the Home Office Benefits Department at (402) 271-2870.
- If anyone entitled to payments from the Plan is a minor or is judged by the Plan Administrator to be legally, physically, or mentally incapable of handling their affairs, any payment due will be made to the person or institution that is maintaining or has custody of the disabled person, as determined by the Plan Administrator. Any such payment is a discharge of liability for payment under the Plan.
- Under certain judgments and settlements related to conviction of a crime involving the Plan, a civil judgment for violation of Part 4 of Subtitle B of Title I of ERISA or pursuant to a settlement between a participant and the Department of Labor or the Pension Benefit Guaranty Corporation in connection with a violation of Part 4 by a fiduciary or any other person.

Contributions Made in Error

If a contribution is made to your account because of a factual mistake, the contribution will be returned to the Company within one year.

If the Plan Becomes Top Heavy

Federal regulations require that the Plan contain certain specific provisions that will take effect if the Plan becomes top heavy. A top-heavy plan is one where more than 60% of plan assets belong to key employees. In general, key employees are highly compensated individuals, owners, and officers of the Company (including its related companies).

In the unlikely event the Plan becomes top heavy, you may be entitled to a minimum contribution under the top-heavy rules. In addition, you may become partially vested in your account before you have the necessary years of vesting service. The Plan Administrator will notify you if such an event should occur.

Benefits Not Insured

Benefits under certain kinds of pension plans are insured by the Pension Benefit Guaranty Corporation (PBGC), a corporation organized under federal law. However, the PBGC does not insure benefits under plans such as the Peter Kiewit Sons', Inc. Retirement Savings Plan, which provides benefits from an account in your name.

No Guarantee of Employment

Establishment and operation of the Plan will in no way enlarge or diminish your employment rights, nor will it guarantee your employment with the Company (or any of its related employers). Employees have the right to terminate their employment at any time with or without good cause and Peter Kiewit Sons', Inc. and Subsidiary Companies reserve the same right to terminate employment at any time with or without good cause.

What Happens If the Plan Is Amended or Discontinued?

Peter Kiewit Sons', Inc., as the sponsor of the Plan, reserves the right to amend or terminate the Plan at any time. In addition, the Plan Oversight Committee has the limited authority to amend the Plan to the extent required in order to correct errors or maintain the Plan's compliance with legal requirements imposed by the Code, ERISA, and regulations promulgated thereunder. If the Plan is amended, you will be notified of any effect to your account. If the Plan is terminated, you will automatically be 100% vested in your account.

Administrative Information About the Plan

Plan Name and Number

The official name of the Plan is the Peter Kiewit Sons', Inc. Retirement Savings Plan. The Plan

number is 333. (The Plan also includes the assets of the former TIC Savings Plus Retirement Plan, which was merged into the Plan effective January 1, 2010, and the former Weeks Marine Plans which were merged into the Plan effective January 1, 2024.)

Type of Plan

The Plan is a 401(k) defined contribution plan, and is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code.

Plan Year

Records for the Plan are kept on a Plan Year basis. The Plan Year begins each January 1 and ends each December 31.

Funding of the Plan

The Plan is funded by elective deferrals from Plan participants and matching and non-elective contributions from the Company.

Plan Trustee

Peter Kiewit Sons', Inc. has established a Trust Agreement with Fidelity Management Trust Company, 245 Summer Street, Boston, Massachusetts 02110.

Plan Administrator

The Plan is administered directly by the Plan Administrator in accordance with provisions of the Plan. The Plan Administrator is the Plan Oversight Committee. In this role, the Plan Oversight Committee will provide administrative direction to the Plan Trustee. You may direct communication and service of legal process to:

*Plan Oversight Committee
c/o Peter Kiewit Sons', Inc.
1550 Mike Fahey Street
Omaha, NE 68102
(402) 342-2052*

Employer Identification Number

The employer identification number for Peter Kiewit Sons', Inc. is 91-1842817.

Plan Sponsor

The name and address of the Plan Sponsor is:

Peter Kiewit Sons', Inc.

1550 Mike Fahey Street
Omaha, NE 68102
(402) 342-2052

This Plan allows other employers to adopt its provisions. Upon written request to the Plan Administrator, you may obtain information as to whether a particular employer has adopted the Plan, and if so, the address of such employer.

Participating Employer (the “Company”)

Buckskin Mining Company
Kiewit Mining Group, Inc.

Your Rights Under ERISA

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

- Examine, without charge, at the Plan Administrator’s office and at other specified locations such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan Administrator with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan 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 Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Plan 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 the 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 solely to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you have the 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 Administrator and don’t receive

them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials weren't sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal Court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your case is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquires, 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 at the Employee Benefits Security Administration.