

---

**DIRECTED ACCOUNT PLAN  
SUMMARY PLAN DESCRIPTION**

**For**

**CommunityAmerica Credit Union Employees  
TruHome Solutions Employees**

January 2023

## TABLE OF CONTENTS

<b>PART ONE – PLAN HIGHLIGHTS.....</b>	<b>3</b>
<b>PURPOSE OF PLAN .....</b>	<b>3</b>
<b>ELIGIBILITY .....</b>	<b>3</b>
<b>PARTICIPATION IN THE PLAN .....</b>	<b>3</b>
<b>CONTRIBUTIONS TO THE PLAN .....</b>	<b>3</b>
<b>INVESTMENT OF PLAN ACCOUNTS .....</b>	<b>4</b>
<b>VESTING .....</b>	<b>5</b>
<b>DISTRIBUTIONS AND WITHDRAWALS FROM THE PLAN.....</b>	<b>5</b>
<b>PARTICIPANT LOANS .....</b>	<b>6</b>
 <b>PART TWO – SPECIFICS OF THE PLAN.....</b>	 <b>7</b>
<b>A.    PLAN PARTICIPATION .....</b>	<b>7</b>
Q1.    Who is eligible to participate? .....	7
Q2.    When am I eligible to participate? .....	7
Q3.    Will I automatically become a participant? .....	8
<b>B.    CONTRIBUTIONS TO THE PLAN .....</b>	<b>8</b>
Q4.    What types of contributions may be made to the Plan? .....	8
Q5.    What are Before-tax Contributions? .....	8
Q6.    What are Roth Contributions? .....	9
Q7.    Am I automatically enrolled? How do I change my level of Before-tax or Roth Contributions?.....	9
Q8.    What are Catch-up Contributions? .....	9
Q9.    How is my compensation determined?.....	10
Q10.   How does the Company “match” my contributions to the Plan.....	10
Q11.   What are Employer Nonmatching Contributions? .....	10
Q12.   Can I transfer amounts to my Roth Contributions Account? .....	10
Q13.   Are there limits on the total contributions to the Plan on my behalf? .....	11
Q14.   May I rollover an existing retirement account into the Plan? .....	11
Q15.   Can I change my contributions elections? .....	12
<b>C.    PLAN ACCOUNTS AND INVESTMENTS.....</b>	<b>12</b>

Q16.	How is my Plan account invested? .....	12
Q17.	What are my investment options?.....	12
Q18.	How do I get investment information? .....	12
Q19.	Can I change my investment directions? .....	13
Q20.	How do I keep track of my accounts under the Plan? .....	13
<b>D.</b>	<b>VESTING</b> .....	14
Q21.	Will I ever forfeit amounts credited to my account? .....	14
<b>E.</b>	<b>DISTRIBUTIONS AND WITHDRAWALS</b> .....	14
Q22.	When will I be entitled to distributions under the Plan? .....	14
Q23.	In what form may I elect to receive my distributions? .....	14
Q24.	May I defer the commencement of my distribution? .....	15
Q25.	What happens if I die before the complete payout of my Plan accounts? .....	15
Q26.	Who is my designated beneficiary under the Plan?.....	15
Q27.	May I make in-service withdrawals from the Plan? .....	15
Q28.	What does “financial hardship” mean?.....	16
Q29.	How much may I withdraw as a hardship withdrawal? .....	17
Q30.	What other conditions apply to hardship withdrawals? .....	17
Q31.	How do I apply for an in-service withdrawal? .....	17
<b>F.</b>	<b>PARTICIPANT LOANS</b> .....	17
Q32.	Can I borrow money from my Plan account?.....	17
Q33.	What is the maximum I can borrow from my account? .....	18
Q34.	What is the minimum I can borrow from my account?.....	18
Q35.	What interest rate does the Plan charge? .....	18
Q36.	What is the loan repayment period? .....	18
Q37.	How do I get a Plan loan? .....	18
<b>G.</b>	<b>FEDERAL INCOME TAX CONSEQUENCES</b> .....	18
Q38.	Am I taxed on the contributions to the Plan on my behalf? .....	18
Q39.	Am I taxed on the earnings credited to my accounts under the Plan?.....	19
Q40.	How are distributions or withdrawals from the Plan taxed? .....	19
Q41.	Are there any penalty taxes on distributions prior to age 59½? .....	19
Q42.	What are the rules relating to distribution of annuity contracts?.....	20
<b>H.</b>	<b>MISCELLANEOUS</b> .....	20
Q43.	If I become divorced or separated, or have to pay child support, can the court order payments to come from my Plan money?.....	20

Q44. What do I do if I believe I am denied a benefit under the Plan? ..... 21

Q45. What about amendment or termination of the Plan? ..... 22

Q46. What if I participated in another employer’s plan prior to joining the  
Company? ..... 23

**PART THREE – ADMINISTRATIVE AND ERISA INFORMATION ..... 24**

**YOUR RIGHTS UNDER ERISA..... 25**

---

**DIRECTED ACCOUNT PLAN**  
**SUMMARY PLAN DESCRIPTION**  
**FOR COMMUNITYAMERICA CREDIT UNION EMPLOYEES**  
**TRUHOME SOLUTIONS EMPLOYEES**

---

## INTRODUCTION

This Summary Plan Description (the “Summary”) is designed to introduce you to the most important features of the Directed Account Plan (the “Plan”). The Summary is divided into three parts:

- Part One gives you the highlights of the Plan.
- Part Two gives you more detailed information about the Plan’s provisions on participation, contributions, vesting, investments, and distributions.
- Part Three gives you information about how the Plan is administered and tells you about your rights under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

We urge you to take the time to review this Summary carefully. You have certain choices under the Plan that will affect the financial future of you and your family. It is important that you understand the benefits available and the choices you can make under the Plan.

Please remember that this is a *Summary* of the provisions of the Plan. It is not the Plan document itself. A Summary cannot explain how every Plan provision might apply in your particular situation. If you have any questions about the Plan that are not addressed in this Summary or you would like to review or order your own copy of the Plan document, please contact:

Directed Account Plan  
Attn: Executive Director  
12400 Olive Blvd., Suite 329  
St. Louis, MO 63141  
Telephone: (314) 739-7373  
Fax: (314) 739-7978

Your rights under the Plan are governed by the provisions of the Plan document. In the event of any conflict between the provisions of this Summary and the Plan document, the provisions of the Plan document will control.



---

## **PART ONE – PLAN HIGHLIGHTS**

---

### **PURPOSE OF PLAN**

The Plan is designed to encourage long-term savings by employees for retirement or other purposes. The Plan is intended to qualify as a “401(k) plan” to permit employees to save on a tax-favored basis.

### **ELIGIBILITY**

In general, all individuals classified as employees of CommunityAmerica Credit Union and its participating affiliates (the “Company”), such as TruHome Solutions, are eligible to participate in the Plan. The Plan excludes contract workers, leased employees and employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in this Plan.

### **PARTICIPATION IN THE PLAN**

To meet the eligibility requirements for the Plan, you must attain age 18, and, if you are classified as a seasonal employee, complete a year of service for eligibility (as described in Part Two below).

### **CONTRIBUTIONS TO THE PLAN**

- **Before-tax Contributions**

You may elect to make “Before-tax Contributions” to the Plan through automatic payroll withholding in amounts from 1% to 75% of your compensation. Before-tax Contributions reduce the amount of your pay subject to current-year federal income taxes, resulting in current-year tax savings.

- **Roth Contributions**

You also may elect to make “Roth Contributions” to the Plan through automatic payroll withholding in an amount from 1% to 75% of your compensation. However, the total before-tax and Roth contributions may not exceed 75% of compensation. Roth Contributions do not reduce the amount of your pay subject to current-year federal income taxes. In addition, earnings on Roth Contributions are not subject to tax when they are distributed to you, if you meet the requirements described in Part Two.

- **Employer Matching Contributions**

The Company will make additional contributions on your behalf when you make Before-tax or Roth Contributions to the Plan. These employer matching contributions allow you to save more for retirement more quickly. Please see Q10 for more details on employer matching contributions.

- **Employer Nonmatching Contributions**

The Company, in its discretion, may make additional contributions on your behalf. If the Company makes these additional contributions, you will receive them even if you choose not to make Before-tax or Roth Contributions. Please see Q11 for more details on employer nonmatching contributions.

## **INVESTMENT OF PLAN ACCOUNTS**

All of the contributions go into a trust (“Trust Fund”) that is managed by an institution selected by the Company to serve as trustee (the “Trustee”) of the Plan. The Trustee holds and invests all contributions and any money earned by the investments. The Plan Administrator (the Directed Account Plan Board of Directors) selects the investment funds under the Plan. In its discretion, the Plan Administrator may add additional funds or drop or replace existing funds. The Plan Administrator may also specify periods in which no investment directions, distributions or loans may be made, such as a period of transition when funds are changed. You will be advised of any transition periods or changes in the investment funds available under the Plan.

You decide how all contributions will be invested among the investment funds under the Plan. Please contact Empower Retirement, the Plan record keeper, for a current list of available investment funds. See Q-3 below for information on how to contact Empower or view your account. Your contributions and employer contributions to the Plan may be invested either in specified dollar amounts or whole percentages among the available funds.

The value of the funds will change according to increases or decreases in the market value of assets held by them, the gains or losses from the investment exchanges and income from interest and dividends received. The Trustee determines the fair market value of the funds daily (a “Valuation Date”). This Plan is intended to qualify under Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and Department of Labor Regulation Section 2550.404c-1. The Plan fiduciaries may be relieved of liability for any investment losses which are the direct and necessary result of investment instructions given by Plan participants and beneficiaries.

You may transfer among the funds by notifying the record keeper in the form and manner the record keeper directs. The transfer will be effective as soon as administratively feasible following your request.

Participant accounts are affected by market fluctuation, up or down. Fluctuation in the market before the assets are valued may affect the amount transferred from a fund. The



establishment of fair market value as described above shall be final and legally binding on all parties and shall apply to all relevant transactions with respect to a Valuation Date including participant investments in the funds, transfers among the funds and distributions from the funds.

No employee of the Company is authorized to make investment recommendations to you – the decision must be yours.

## **VESTING**

To be “Vested” in your Plan Account means that you cannot forfeit the retirement savings in that Account if you terminate employment with the Company. Any amounts credited to your Before-tax, Roth, and Rollover Contribution Accounts are always fully vested. In general, if you terminate employment before age sixty-five you will be entitled to receive only the *vested* amounts credited to your Employer Contribution Accounts. Your Employer Contributions Accounts vest at the rate of 25% for each year of service you complete. Your Employer Contributions Accounts are fully vested after you complete four years of service.

## **DISTRIBUTIONS AND WITHDRAWALS FROM THE PLAN**

- **Distributions Upon Termination of Employment or Death**

If your employment with the Company is terminated for any reason, you will be entitled to receive the vested amounts credited to your accounts under the Plan.

In the event of your death, your designated beneficiary under the Plan will be entitled to receive all undistributed amounts credited to your Plan accounts. All unvested amounts become 100% vested in the event of your death during employment.

- **In-Service Withdrawals**

You are permitted under the Plan to make the following types of withdrawals from your accounts while employed by the Company:

- **Rollover Contributions** – You may withdraw any amount in the rollover contribution source and earnings on those amounts.
- **After Age 59½** - You may withdraw any amounts credited to a fully vested account under the Plan if you have attained age 59½.
- **Financial Hardship** - You may withdraw certain of your Before-tax Contributions and Employer Contributions to the Plan if you satisfy the requirements for a financial hardship withdrawal. See Part Two, Q-27 for more information.

- **Disability** - You may withdraw your Before-Tax and Roth Contributions to the Plan if you suffer a permanent disability. See Q-27 for more information.

## **PARTICIPANT LOANS**

The Plan permits participants to borrow from their Plan accounts. See Q32-37 for more details.

For more information on the Plan, please refer to Part Two of this Summary.

---

## **PART TWO– SPECIFICS OF THE PLAN**

---

Part Two discusses the specific provisions of the Plan. Generally, this Part is more detailed and contains more information than Part One (the “Highlights” section). The provisions of the Plan are explained in question-and-answer format. These questions are listed in the Table of Contents at the beginning of the Summary. By referring to the Table of Contents, you may be able to locate quickly the questions that relate directly to your particular situation.

### **A. PLAN PARTICIPATION**

#### **Q1. Who is eligible to participate?**

A1. In general, all individuals classified as employees of the Company who are paid on a U.S. payroll are eligible to participate in the Plan. The Plan excludes contract workers, leased employees and employees covered by a collective bargaining agreement unless the bargaining agreement provides for participation in the Plan.

#### **Q2. When am I eligible to participate?**

A2. In general, you may begin participating in the Plan once you have reached age 18. If you are a seasonal employee, you are not eligible to receive Profit Sharing Contributions until you have reached age 18 and completed a year of service for eligibility (see below); however, you will be eligible to receive Employer Matching Contributions and make Before-Tax Contributions once you have reached age 18 regardless of whether you have completed a year of service for eligibility. Your participation generally begins on the first day of the first payroll period after you have met the eligibility requirements. However, for Nonmatching contributions, your participation will generally begin immediately after you have satisfied the eligibility requirements, or if you are a seasonal employee, on January 1 or July 1 following you meeting the eligibility requirements.

You earn a year of service for eligibility if you complete 1,000 hours of service in the twelve month period beginning on your employment commencement date (the date you first complete one hour of service), or in any subsequent twelve month period beginning on the first day of the Plan Year (i.e., January 1) that includes the first anniversary of your employment commencement date. For eligibility purposes, service you previously earned under the CommunityAmerica Credit Union Retirement Savings Plan (including years of service with Santa Fe Credit Union Topeka, WECOE Credit Union, Farmland Credit Union and Midwest United Credit Union) will count. An "hour of service" is any hour for which you are paid or entitled to payment.

**Q3. Will I automatically become a participant?**

A3. Newly eligible employees are automatically enrolled in the Plan (See Q7 for details). You may also elect to contribute a different percentage of your compensation to the Plan as Before-Tax or Roth Contributions. In order to make an election, you must contact Empower Retirement, the Plan's record keeper, using the following information:

- Online. [www.dap401k.com](http://www.dap401k.com).
- Telephone. 1-844-861-4327
- TTY. 1-800-766-4952
- Address.

<u>Street Address</u>	<u>Mailing Address</u>
Empower Trust Company, LLC	US Bank
PO Box 561148	10035 East 40 <sup>th</sup> Avenue, Suite 100
Denver, CO 80256-1148	Dept. 1148
	Denver, CO 80238
- International (Rotary) Number. 1-303-737-7249

Deductions for new or changed contribution elections begin as soon as administratively feasible after contacting Empower.

See Section B below for information on what types of contributions you and the Company can make.

**B. CONTRIBUTIONS TO THE PLAN**

**Q4. What types of contributions may be made to the Plan?**

A4. The Plan generally provides for the following basic types of contributions:

- Before-tax Contributions by participating employees;
- Roth Contributions by participating employees;
- Rollover Contributions;
- Employer Matching Contributions; and
- Nonmatching Employer Contributions.

**Q5. What are Before-tax Contributions?**

A5. If you are eligible to participate in the Plan, you may elect to make "Before-tax Contributions" to the Plan in an amount from 1% to 75% of your compensation from the Company. Before-tax Contributions reduce the amount of your pay subject to current-year federal income taxes, resulting in current-year tax savings. Some of your Before-tax Contributions are matched by the Company. See Q10 for more details on matching contributions.

You may not elect to make total Before-tax Contributions in excess of 75% of your compensation.

**Q6. What are Roth Contributions?**

A6. If you are eligible to participate in the Plan, you may elect to make “Roth Contributions” to the Plan in an amount from 1% to 75% of your compensation from the Company. Unlike Before-Tax Contributions, Roth Contributions do not reduce the amount of your pay subject to current-year federal income taxes. However, distribution of your Roth Contributions will be 100% tax-free if you satisfy certain requirements. In other words, you will not have to pay tax twice on the amounts you contribute, regardless of when you take a distribution, and if you wait until you have met the requirements for a tax-free distribution, you will never have to pay taxes on the earnings held in your Roth Contribution Account. In order to receive a tax-free distribution, you must wait at least five taxable years after you first make a Roth Contribution under this Plan, and your distribution must be made after you have reached age 59½ or to your beneficiary after your death.

In addition, some of your Roth Contributions are matched by the Company. See Q10 for more details on matching contributions.

You may not elect to make total Before-tax and Roth Contributions in excess of 75% of your compensation.

**Q7. Am I automatically enrolled? How do I change my level of Before-tax or Roth Contributions?**

A7. Newly eligible employees are automatically enrolled in the Plan. If you are automatically enrolled, you will be deemed to have agreed to a reduction in your salary to make automatic Before-Tax Contributions at a rate of six percent (6%) of your Compensation. You may select a different level of contributions, or opt out of automatic enrollment altogether, by specifying a level of Before-Tax or Roth Contributions. In addition, if you are deferring less than 15% of your compensation under the Plan (whether Before-Tax, Roth or a combination) and have not otherwise increased your deferral by at least 1% as of each March 1, we will automatically increase your previous Before-Tax salary deferral election by 1% for the next applicable 12-month period (up to a maximum of 15% of your total compensation amount) unless you affirmatively elect to defer a different amount through the DAP website, [www.dap401k.com](http://www.dap401k.com).

You can specify your election for Before-tax or Roth Contributions by contacting Empower. See Q3 for how to contact Empower. Your contributions will be automatically withheld from your pay each payroll period and paid into your Plan account.

**Q8. What are Catch-up Contributions?**

A8. If you are age 50 or older during the calendar year and you have contributed the maximum amount of Before-Tax and Roth Contributions permissible for the calendar year, you may choose to defer an additional amount of your compensation to the Plan in the same way as Before-tax or Roth Contributions. This IRS limit on Catch-Up Contributions for calendar year 2023 is \$7,500. Thereafter, the limit will be adjusted periodically for cost-of-living increases.

**Q9. How is my compensation determined?**

A9. For purposes of determining the amount of contributions that may be made to the Plan on your behalf, your compensation while you are a participant is your total compensation subject to income tax withholding, *before* any reduction for your Before-tax Contributions to the Plan (or any other pre-tax payroll deductions). The Plan does not consider compensation from amounts realized from the exercise of stock options or the grant of restricted stock, fringe benefits not paid in cash through the regular payroll, long-term incentive payments or amounts attributable to nondeductible moving expenses. The law limits the amount of compensation that may be taken into account on behalf of any employee for each calendar year to an indexed dollar amount that is increased each year for cost-of-living increases (\$330,000 for 2023).

**Q10. How does the Company “match” my contributions to the Plan?**

A10. The Company provides matching contributions for any Before-tax and Roth Contributions you make to your account if you are eligible for matching contributions. The Company will make a matching contribution of 100% of the compensation you contribute, up to the first 6% of your compensation. The matching contribution will apply to your contributions up to 6% of your compensation for the Plan Year.

*EXAMPLE:* Sue earns \$35,000 per year and elects to make Before-tax Contributions to the Plan of 6% of her compensation each pay period (\$2,100 per year). The Company will provide her with a matching contribution for the Plan Year of \$2,100.

**Q11. What are Employer Nonmatching Contributions?**

A11. In addition to the Employer Matching Contributions, the Company may make an additional contribution equal to a percentage of your compensation. The Company is not required to make this contribution, and retains full discretion in determining the amount. Only employees who are employed on the last day of the year and complete a year of service during the year, as defined in Q21, are eligible to receive an allocation of Employer Nonmatching Contributions for that year.

**Q12. Can I transfer amounts to my Roth Contributions Account?**

A12. Yes. You may elect to transfer amounts to your Roth Contributions Account from your vested accounts, including your Before-Tax Contributions Account, Employer Contributions Account or Rollover Account. Amounts you transfer to your Roth Contributions Account will become subject to income tax in the year of the transfer, so you should be prepared to pay the appropriate taxes with funds outside the Plan. Amounts transferred to your Roth Contributions Account will be converted to Roth and subject to the tax rules that apply to Roth

Contributions. Consult with your tax advisor before making any transfers to your Roth Contributions Account.

**Q13. Are there limits on the total contributions to the Plan on my behalf?**

A13. As shown above, you may make Before-tax Contributions and Roth Contributions to the Plan in an amount up to 75% of your compensation. However, the Internal Revenue Code includes several limitations that may reduce the amount of contributions that may be made to the Plan on your behalf.

- ***Indexed Limit on Before-tax Contributions.*** The Internal Revenue Code imposes an indexed dollar limit on the total amount of Before-tax and Roth Contributions that may be made to the Plan on your behalf for any calendar year. This limit is \$22,500 for 2023, and may be increased each year for cost-of-living increases. It is important to recognize that this indexed dollar limit applies only to your Before-Tax and Roth contributions to the Plan. It does not apply to the Employer Matching Contributions to the Plan on your behalf. See Q8 for information on additional Catch-up Contributions that employees age 50 or older may make.
- ***Limitations Based on Nondiscrimination Test.*** For certain “highly compensated employees” as defined by the Internal Revenue Code, there are other limitations that apply to the total amount of contributions that may be made to the Plan on their behalf. These limitations are not based on a specific dollar figure but rather are based on quantitative “nondiscrimination tests” designed to make sure that employees at all pay levels benefit from the Plan on a relatively equivalent basis.
- ***Indexed Overall Limit.*** The Internal Revenue Code also imposes an indexed dollar limit on the total amount of contributions, from any source, that may be made to your account for any Plan Year. For 2023, this limit is the lesser of \$66,000 or 100% of your annual compensation.

If any of these limitations apply to you, you will be notified by the Plan administrator. It is possible that you will not be permitted to receive the full amount of Employer Matching Contributions to the Plan for any calendar year.

**Q14. May I rollover an existing retirement account into the Plan?**

A14. Yes, you may roll over into the Plan an Eligible Rollover Distribution you receive from a former employer’s Eligible Retirement Plan or from a traditional IRA, excluding after-tax amounts. By making a rollover, you continue to defer federal income tax on the amount you roll over. To make a rollover contribution, you must do either of the following: (i) contact your former employer’s Plan and request that it pay it as a direct rollover into this Plan, or (ii) pay your rollover contribution into this Plan within sixty days after your distribution from your former employer’s Plan. Please contact the Executive Director for assistance with this process:

Directed Account Plan

Attn: Executive Director  
12400 Olive Blvd., Suite 329  
St. Louis, MO 63141  
Telephone: (314) 739-7373  
Fax: (314) 739-7978

**Q15. Can I change my contributions elections?**

A15. You are permitted to change at any time the amounts of Before-tax or Roth Contributions that you would like to make to the Plan. You can change your contribution election simply by submitting a new contribution election to Empower.

**C. PLAN ACCOUNTS AND INVESTMENTS**

**Q16. How is my Plan account invested?**

A16. You designate the investments in which you wish to invest your Plan Account in order to participate in the Plan. When you save, you'll choose how to invest your savings. You can choose from such investments as may be selected by the Company. You will have a wide range of investment choices that you can tailor to your needs, and change as your needs change. Upon and after your death, your Beneficiary must direct investment of his or her Plan Account.

**Q17. What are my investment options?**

A17. You must choose from a list of investment options available under the Plan. You have two ways to get a current list of the Plan's investment options:

- Online. Check the Plan's investment options at [www.dap401k.com](http://www.dap401k.com)
- Telephone. You can call 1-844-861-4327 and speak with an Empower associate.

The Plan requires you to direct the investment of your Plan Account.

**Q18. How do I get investment information?**

A18. You may request a copy of a fund's prospectus or fact sheet from Empower. Empower can give you a fund's annual or semi-annual report, if any. You may use the website or call Empower to request these documents.

A prospectus gives you some basic information you should know before you decide to direct your Plan investment. You should carefully read the prospectus or fact sheet, and you should keep it for future reference.

Along with other important information, the prospectus or fact sheet will tell you:



- the investment objective of each fund or investment option,
- what securities each fund may invest in,
- how the value of your investment is calculated,
- the expenses of the fund,
- restrictions on your investment.

The Plan also offers target risk funds. Additional information about these funds is available on the website.

You alone are legally responsible for your investment decisions. When you make your decisions every day, the law charges you with knowing all the information in any prospectuses and reports delivered or available to you. What's more, the law charges you with knowing all the information in any prospectuses and reports you could have obtained, even if you didn't think to ask. So it's in your interest to read carefully all the available investment information.

Your Plan is intended to comply with ERISA Section 404(c), a Federal Law which says that you alone are responsible for your investment choices, and the Company, Empower, the Plan Administrator, and everyone else are relieved from any liability or responsibility for your investment decisions.

In addition to any fees and expenses charged against a Fund or other investment option, your Plan Account may be charged for any expenses that result from your investment decisions.

#### **Q19. Can I change my investment directions?**

A19. You are permitted to change your investment directions with respect to new Plan contributions or existing amounts credited to your Plan accounts at any time, with no Plan imposed limit on the number of such changes. Some investments may have specific rules or fees associated with changes to the investment. Information on these restrictions is available in the fund's prospectus.

To make changes, contact Empower directly using one of the options described in Q3.

#### **Q20. How do I keep track of my accounts under the Plan?**

A20. You can log onto the website [www.dap401k.com](http://www.dap401k.com) to view your account on a daily basis. In addition, you can elect to have quarterly participant statements mailed to your home address, or received electronically, showing the total amounts credited to your accounts under the Plan as of the end of each calendar quarter. These statements will reflect all Plan activities – including contributions, earnings, investment exchanges, distributions and withdrawals – occurring within your Plan accounts during the most recent calendar quarter. Additional information is available at [www.dapretirement.com](http://www.dapretirement.com).

## **D. VESTING**

### **Q21. Will I ever forfeit amounts credited to my account?**

A21. To be “Vested” in your Plan Account means that you cannot forfeit the retirement savings in that Account if you terminate employment with your Employer. Any amounts credited to your Before-tax, Roth, and Rollover Contribution Accounts are always fully vested.

Your Employer Nonmatching Contribution and Employer Matching Contribution accounts are subject to a vesting schedule, with 25% becoming vested per year of service, until you have completed four years of service. After you have completed four years of service, your Employer Nonmatching Contributions and Employer Matching Contributions are fully vested.

In addition, when you attain the normal retirement age of sixty-five, you will become fully vested in the amounts credited to your account. You (or your beneficiary) will never forfeit any of your account balance in the event of termination of employment because of death or permanent disability. A determination of whether you qualify for benefits under permanent disability will be made by the issuer of the primary disability insurance policy covering employees of your Employer, if any, or if no policy is in effect, the determination will be made according to the Social Security Act.

The term “year of service” for vesting means any calendar year during which you complete at least 1,000 hours of service. If you are credited with less than 1,000 hours during a calendar year, you do not receive any service credit for that year. Hourly employees receive an hour of service for each hour worked, determined from payroll records and records of hours worked.

Special rules apply to employees who terminate employment before becoming fully vested and are later rehired. Contact the Plan Administrator for further information.

## **E. DISTRIBUTIONS AND WITHDRAWALS**

### **Q22. When will I be entitled to distributions under the Plan?**

A22. You will be entitled to receive the vested portion of the amounts credited to your accounts under the Plan when you retire or your employment with the Company is otherwise terminated for any reason.

You also can make withdrawals while you are still working, subject to certain limitations, as explained in Q27.

### **Q23. In what form may I elect to receive my distributions?**

A23. When you elect to receive distributions from your accounts under the Plan, the amount can be paid in one lump sum distribution, partial distributions, or in installment

payments. In addition, if you first became a participant in the Plan before January 1, 2008, you may elect to receive your benefit in the form of a non-transferrable annuity contract. Please see further explanation in Q42.

You must contact Empower to request distribution of your Plan benefits. However, if the total amount to be distributed to you does not exceed \$1,000, your distribution will be automatically made in a lump-sum payment.

**Q24. May I defer the commencement of my distribution?**

A24. If you terminate your employment before you reach the age of sixty-five, and if the total amount credited to your accounts under the Plan exceeds \$1,000, you may elect upon termination of employment to defer the commencement of your distribution from the Plan to a later date, but no later than your required beginning date. Your required beginning date is: the April 1<sup>st</sup> of the year following the year you reach age 70 ½ if you were born before July 1, 1949; or April 1st of the year following the year you reach age 72 if you were born after June 30, 1949.

**Q25. What happens if I die before the complete payout of my Plan accounts?**

A25. In the event you die prior to the complete distribution of your accounts under the Plan, your designated beneficiary under the Plan will be entitled to receive all undistributed amounts credited to your Plan accounts.

**Q26. Who is my designated beneficiary under the Plan?**

A26. If you are married, the Plan provides that your primary beneficiary is automatically *your spouse* unless your spouse executes a notarized consent to your designation of someone else as beneficiary under the Plan. If you are not married, you may designate any person (or persons) as your Plan beneficiary. The beneficiary designation form is available [www.dap401k.com](http://www.dap401k.com) and [www.dapretirement.com](http://www.dapretirement.com). You may change your beneficiary designation at any time in accordance with the Plan's requirements by completing and submitting a new form. If no beneficiary designation is in effect at the time of your death, your designated beneficiary under the Plan will be your spouse (and if you have no surviving spouse, your beneficiaries will be your children; if you have no surviving spouse and no children, your beneficiaries will be your parents; if you have no surviving spouse, children or parents, your beneficiaries will be your siblings; and if you have none of the above, your estate will serve as beneficiary).

**Q27. May I make in-service withdrawals from the Plan?**

A27. You are permitted to withdraw amounts from your accounts under the Plan while still employed by the Company under the following circumstances:

- ***Rollover Contributions and earnings thereon.***
- ***After Age 59½*** – You may withdraw amounts credited to any of your fully vested accounts under the Plan if you have attained age 59½.

- ***Financial Hardship*** – You may withdraw certain Before-tax and Roth Contributions that you have made to the Plan for reasons of “financial hardship.”  
The maximum you may withdraw on account of financial hardship is the lesser of (i) the amount needed to satisfy your financial hardship, or (ii) the amount credited to your Individual Account.
- ***Disability Withdrawal*** - You may withdraw your Before-tax or Roth Contributions account if you become permanently disabled.

NOTE: A 10% *additional tax* may apply to any taxable withdrawal you receive prior to age 59½. See Q41 below for more information.

## **Q28. What does “financial hardship” mean?**

A28. For purposes of the Plan, the term “financial hardship” means an immediate and heavy financial need for funds that cannot be satisfied through other reasonably available financial resources. An immediate and heavy financial need includes a need to:

- pay medical expenses incurred by you, your spouse or your dependents;
- purchase your principal residence (excluding mortgage payments);
- pay tuition and related educational fees for the next twelve months of post-secondary education for you, your spouse or your dependents;
- prevent your eviction from your principal residence for the foreclosure on the mortgage on your principal residence; or
- pay for burial or funeral expenses for your deceased parent, spouse, child, or dependent.
- pay for the repair of uninsured damage to your home caused by certain catastrophic events. A hardship distribution can’t be used for expenses that would not be deductible for federal tax purposes (but without regard to whether the expenses exceed 10% of the employee's adjusted gross income and without regard to whether the loss is attributable to a federally declared disaster).
- pay for expenses and losses due to a disaster declared by the Federal Emergency Management Agency (your principal residence or principal place of employment must be in the area FEMA designates for individual assistance due to the disaster).

**Q29. How much may I withdraw as a hardship withdrawal?**

A29. The maximum amount that you may withdraw as a hardship withdrawal is generally limited to the amount credited to your individual account under the Plan. In no event may the amount of your hardship withdrawal exceed the amount that is necessary to relieve your immediate and heavy financial need and that is not reasonably available to you from other financial resources. The need amount may include any amounts you'll need to pay any Federal, State, and local income taxes and penalty taxes reasonably anticipated to result from the distribution.

**Q30. What other conditions apply to hardship withdrawals?**

A30. In order to be eligible for a hardship withdrawal, you must sign a statement certifying that you have suffered an immediate and heavy financial need and that your need cannot be relieved by other means such as:

- selling any assets you may own;
- receiving after-tax distributions from the Plan or by borrowing from a bank or other commercial lender on reasonable commercial terms;
- reimbursement or compensation by insurance; or
- ceasing to make any Before-tax or Roth Contributions that you are currently making to the Plan.

You must also provide information about the hardship, and certify that you have substantiating documentation and will preserve such evidence of your immediate and heavy financial need, such as copies of medical bills, tuition bills, etc., and provide it upon request of the Plan Administrator, its agent, or the IRS.

**Q31. How do I apply for an in-service withdrawal?**

A31. To withdraw amounts from your accounts under the Plan while employed by the Company, you must request a distribution form from Empower and return the completed form (along with the required certification and evidence of need in the case of a hardship withdrawal). A determination will be made on your withdrawal request as soon as practicable.

**F. PARTICIPANT LOANS**

**Q32. Can I borrow money from my Plan account?**

A32. Yes. While you are an active employee, you may take out a loan from your account. Only two open loans are permitted. The participant requesting a plan loan must have a minimum vested account balance of at least \$2,000 to be eligible. Loans from the Plan are subject to additional terms and conditions set forth in the Loan Policy established by the Company. You

may obtain, without charge, a copy of the Loan Policy by requesting it in writing to Directed Account Plan, 12400 Olive Blvd. Ste. 329, St. Louis, MO 63141. The Company may change the Loan Policy at any time. Below is information about the current policy.

**Q33. What is the maximum I can borrow from my account?**

A33. The Internal Revenue Code and ERISA set limits on the maximum you may borrow from the Plan. In general, it is the *lesser* of \$50,000 or 50% of your vested account balance. If you had any Plan loans outstanding the previous 12 months, the \$50,000 limit will be reduced by the difference between the total amount of the previous loan and the loan's balance on the day you take your next loan.

**Q34. What is the minimum I can borrow from my account?**

Q34. The minimum you may borrow is \$1,000.

**Q35. What interest rate does the Plan charge?**

A35. The Plan is required to charge a "reasonable" rate for loans made to participants. Currently, the Plan charges the Prime Rate plus 1% in effect at the time you are granted the loan (or another reasonable rate determined by the Plan at that time). The rate is fixed for the term of the loan.

**Q36. What is the loan repayment period?**

A36. A General Purpose Loan has a term of twelve to sixty (12 – 60) months. A Principal Residence Loan has a term of sixty one to one hundred twenty (61 – 120) months. This type of loan must be utilized for the purchase of a primary residence only. You repay your loan through payroll deductions, which are made in equal installments over the life of your loan. A loan repayment period can be no more than five years, unless it is used to acquire your primary residence. You can repay your loan early; however, any early payment must be made in full. You must contact Empower to initiate an early repayment.

**Q37. How do I get a Plan loan?**

A37. To request a loan, you must contact Empower. There may be applicable fees for processing and administering your loan, which will be deducted from the proceeds of the loan or from your Plan account.

**G. FEDERAL INCOME TAX CONSEQUENCES**

**Q38. Am I taxed on the contributions to the Plan on my behalf?**

A38. As explained earlier, your Before-tax Contributions reduce the amount of your compensation subject to current-year federal income taxes. (However, your Before-tax Contributions do not reduce the amount of your compensation subject to current-year Social

Security (FICA) taxes.) In addition, because the Plan is a tax-qualified plan, all Employer Matching Contributions on your behalf are not included in your income for federal income tax purposes at the time these contributions are made to the Plan. However, Roth Contributions do not reduce the amount of your compensation subject to current-year federal income tax.

**Q39. Am I taxed on the earnings credited to my accounts under the Plan?**

A39. Because the Plan is a tax-qualified plan and the trust is tax exempt, all investment earnings credited to your accounts under the Plan are not subject to current-year federal income taxes. Thus, an important advantage of the Plan is that, unlike a conventional (taxable) savings program, your Plan savings grow on a tax-deferred basis.

**Q40. How are distributions or withdrawals from the Plan taxed?**

A40. As a general rule, all amounts withdrawn or distributed to you or your designated beneficiary from the Plan are subject to federal income tax as ordinary income in the year the distribution or withdrawal is received. However, if you made any Roth Contributions to the Plan, distribution of your Roth Contributions will not be taxable. Earnings on your Roth Contributions will not be taxable if you meet the requirements described in Q6.

You or your beneficiary may be able to “roll over” your Plan distributions to an IRA or another tax-qualified plan on a tax-free basis. If your distribution is an eligible rollover distribution and exceeds \$200, you may instruct a direct payment of all or a portion of your distribution to another employer plan or IRA. You will receive a notice if your distribution is an eligible rollover distribution.

The tax rules for plan distributions are frequently changing. You will receive comprehensive tax information and an explanation of your tax alternatives at the time you receive any distribution from the Plan that is eligible for favorable tax treatment. *We strongly encourage you to consult a tax adviser regarding the tax consequences of any substantial distribution that you receive from the Plan.*

**Q41. Are there any penalty taxes on distributions prior to age 59½?**

A41. In general, you will have to pay a 10% penalty tax in addition to ordinary income taxes on any distribution or withdrawal payment you receive from the Plan – including any hardship withdrawal – before attaining age 59½. However, this 10% penalty tax will not apply to the following types of distributions:

- Distributions you roll over to an IRA or other tax-qualified plan;
- Distributions made to your designated beneficiary upon your death;
- Distributions made on account of your permanent disability;

- Distributions that do not exceed the total amount of medical expenses you may deduct in the tax year of distribution; and
- Distributions that are part of a series of substantially equal periodic payments beginning after your termination of employment which are made at least annually over your life expectancy or the joint life expectancies of you and your designated beneficiary.

**Q42. What are the rules relating to distribution of annuity contracts?**

A42. If you are eligible to receive your benefit in the form of a non-transferrable annuity contract, special rules apply if you make that choice.

Your required form of payment will be based on your marital status as described below. You may waive your right to this required form of payment and elect one of the optional forms of payment specified above; provided, however, if you are married, your spouse must consent to your election of an optional form of payment. The form necessary to waive this required form of payment and to elect an optional form are available from the Plan Administrator.

- ***Married Participants.*** If you are married, the balance of your account will be used to purchase a joint and survivor annuity that will provide you with a monthly benefit payment for the rest of your life and on your death, monthly payments equal to 50% of your monthly payments to your surviving spouse, if any.
- ***Unmarried Participants.*** If you are not married, the balance of your account will be used to purchase a single life annuity that will provide you with a monthly benefit payment for the rest of your life.

**H. MISCELLANEOUS**

**Q43. If I become divorced or separated, or have to pay child support, can the court order payments to come from my Plan money?**

A43. Yes. When the Plan Administrator receives a court order that directs the Plan to provide for payments to your spouse or former spouse or to your child or other dependent, the Plan Administrator will decide whether the court order meets all the Plan's requirements to be a Qualified Domestic Relations Order (QDRO).

If the Plan Administrator decides that the court order is a QDRO, your Plan Account can be used to make payments to your spouse or former spouse, or to your child or other dependent.

If a court order is a QDRO, the Plan Administrator will instruct the Trustee to make payments to the other person (the Alternate Payee) as specified by the court order. Also, the Plan Administrator will instruct the Trustee and Empower to prevent you from getting any payment that would interfere with the payments required by the QDRO.



You may request a copy of the Plan's QDRO procedures by contacting Empower.

**Q44. What do I do if I believe I am denied a benefit under the Plan?**

A44. The Plan has a claims procedure for you to follow, described below.

You may claim any benefit by filing with the Plan Administrator a written claim that includes any further evidence the Plan Administrator requires. Depending on the nature of your claim, the Plan Administrator may require proof of your identity, proof of the participant's death, proof of the participant's age, or other information necessary or appropriate for the Plan Administrator to determine that all Plan requirements and provisions are met. To send a claim, you must use the following address:

Directed Account Plan  
Attn: Executive Director  
12400 Olive Blvd., Suite 329  
St. Louis, MO 63141  
Telephone: (314) 739-7373  
Fax: (314) 739-7978

Upon receipt of your claim, the Plan Administrator will review your claim and render a decision within 90 days. If special circumstances require an extension of time beyond the initial 90-day period, prior to the end of the initial 90-day period the Plan Administrator will give you written notice of the extension, the special circumstances requiring the extension, and the date by which the Plan Administrator expects to render a final decision. In no event will an extension exceed a period of 90 days from the end of the initial 90-day period. If the Plan Administrator does not respond within the initial 90-day period or extended period, you will be deemed to have exhausted the claims and review procedures and you will be entitled to file suit in state or federal court.

If your claim is denied in whole or in part, you will receive a written decision setting forth: the specific reasons for the denial; the specific references to pertinent Plan provisions on which the denial is based; a description of any additional information necessary for you to perfect your claim and why such information is necessary; and an explanation of the claim review procedure and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

Your request for a review must be addressed to:

Directed Account Plan  
Attn: Executive Director  
12400 Olive Blvd., Suite 329  
St. Louis, MO 63141  
Telephone: (314) 739-7373  
Fax: (314) 739-7978

The request for review must be made within 60 days after your receipt of the decision of the Plan Administrator, or else your right to challenge the decision of the Plan Administrator will be lost. The Plan Administrator will, within 60 days of the receipt of your request, review and decide the case and render a detailed written decision. If special circumstances required an extension of time beyond the initial 60-day period, prior to the end of such initial 60-day period the Plan Administrator will provide you written notice of the extension, the special circumstances requiring the extension, and the date by which the Plan Administrator expects to render a final decision. In no event will an extension exceed a period of 60 days from the end of the initial 60-day period. The Plan Administrator shall possess and exercise discretionary authority to make determinations as to a claimant's eligibility for benefits and to construe the terms of the Plan. You will receive a copy of the Plan Administrator's final decision, which is binding on both you and the Plan. Any denial will include the specific reason or reasons for the denial, refer to the specific Plan provisions on which the denial is based, state 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, and state that you have the right to bring a civil action under Section 502(a) of ERISA.

You cannot bring any action against the Plan in any court unless the claims and appeals procedures described above have been fully exhausted. Any Participant, Beneficiary or claimant asserting any action in connection to the Plan under ERISA §502, ERISA §510 or any other provision of ERISA shall do so, if at all, within one year after the cause of action accrued. A cause of action shall be deemed to have accrued the earliest of when the Participant, Beneficiary or claimant has exhausted his administrative remedies under the Plan, when the Plan Administrator fails to produce documents in the time or manner required by ERISA in response to the Participant's, Beneficiary's or claimant's written request, when the claimant first was advised that he was an independent contractor, or when the Participant, Beneficiary or claimant first knew or should have known of the action allegedly violating ERISA § 510. Failure to bring an action in court within this time frame shall preclude a Participant, Beneficiary or claimant from bringing any action in court.

Any action in connection with the Plan, whether brought under ERISA §502 or any other provision of ERISA by a Participant or Beneficiary under the Plan or any other person, may only be brought in a court sitting in the State of Missouri.

#### **Q45. What about amendment or termination of the Plan?**

A45. The Company currently intends to continue the Plan indefinitely. However, the Company reserves the right to amend or terminate the Plan at any time. If the Plan is amended, the benefits already credited to you under the Plan will not be reduced unless required by the Internal Revenue Service. If the Plan is terminated or if contributions are permanently discontinued, you will remain fully vested in all amounts credited to your accounts under the Plan. Because the Plan is not a defined benefit pension plan under ERISA, the Plan's benefits are not insured by the Pension Benefit Guaranty Corporation, a governmental agency formed for purposes of insuring certain types of benefits under defined benefit pensions plans.

**Q46. What if I participated in another employer's plan prior to joining the Company?**

A46. The Plan permits any participant to make a "rollover contribution" to the Plan of an eligible amount received by the employee that is attributable to participation in a prior employer's tax-qualified plan. The amount to be rolled over must have been received by the employee directly from the employer's prior plan or from a traditional IRA and may not include any employee after-tax contributions. Since there are technical requirements that apply to rollover contributions, including a sixty-day rollover deadline, you should contact the Plan Administrator at 314-739-7373 as soon as possible if you wish to make a rollover contribution to the Plan.

---

### PART THREE - ADMINISTRATIVE AND ERISA INFORMATION

---

**Name of the Plan:** Directed Account Plan

**Name and Address  
of Plan Sponsor:** CommunityAmerica Credit Union  
9777 Ridge Dr.  
Lenexa, KS 66219  
(913) 905-8000

**Employer Identification  
Number:** 44-6015072

**Plan Number:** 002

**Type of Plan:** The Plan is a profit-sharing plan with a cash or deferred arrangement under Section 401(k) of the Internal Revenue Code.

**Plan Administrator:** The Directed Account Plan Board of Directors  
Attn: Executive Director  
12400 Olive Blvd., Suite 329  
St. Louis, MO 63141  
Telephone: (314) 739-7373  
Fax: (314) 739-7978

**Board of Directors:** Vince Lombardi  
Brian Wells  
Julie Schaller  
Michael Haggerty  
Tim Saracini

**Plan Trustee:** Empower Trust Company, LLC  
PO Box 561148  
Denver, CO 80256-1148

**Agent for service of legal process:** Service of legal process may be made upon the Plan Sponsor at the address listed above. Service of legal process also may be made on the Plan Trustee.

**Plan Year:** January 1<sup>st</sup> through December 31<sup>st</sup>

## **YOUR RIGHTS UNDER ERISA**

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 shall be entitled to:

### *Receive Information About Your Plan and Benefits*

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites, all documents governing the Plan, including insurance contracts, 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.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, 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 participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive benefits at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you are not fully vested, the statement will tell you how many more years you have to work to be fully vested. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.

### *Prudent Actions by Plan Fiduciaries*

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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 from exercising your rights under ERISA.

### *Enforce Your Rights*

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

#### *Assistance with Your Questions*

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