



DIRECTED ACCOUNT PLAN
SUMMARY PLAN DESCRIPTION

For

**Former TWA Employees
and their Beneficiaries**



January 2023

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INTRODUCTION

This is a summary plan description ("SPD") designed to introduce you to the most important features of the Directed Account Plan (the "Plan"). This SPD explains the benefits under the Plan for employees of Trans World Airlines, Inc. ("TWA"), prior to the acquisition of TWA's assets by a subsidiary of AMR Corp. on April 9, 2001, who participated in the Plan, and their beneficiaries. The Plan also covers employees of CommunityAmerica Credit Union ("CACU"), but this SPD does not apply to them.

Please review this SPD carefully. It is important that you understand the benefits available and the choices you can make under the Plan.

Please remember that this SPD 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 a conflict between this SPD and the Plan document, the provisions of the Plan document will control.

This SPD and the information contained in it is not a guarantee of continued Plan benefits.

ELIGIBILITY AND PARTICIPATION

Employees or former employees of TWA on April 8, 2001, who were participants in the Plan on that day, remain as participants in the Plan until their entire account balance has been distributed. Effective as of April 9, 2001, when a subsidiary of AMR Corp. acquired substantially all of the assets of TWA, your employment with TWA ceased and you are no longer an *active* participant in the Plan. Current or former Participants in the Plan are eligible to make Rollover Contributions as described below.

Only employees of CACU and any of its affiliated companies that with the consent of CACU adopt this Plan are eligible to be *active* participants in the Plan. The following provisions apply to the former TWA Employees:

CONTRIBUTIONS

- ***Before-Tax Contributions.*** You are not eligible to make Before-Tax Contributions to the Plan.

- **Roth Contributions.** You are not eligible to make Roth Contributions to the Plan. However, see below for information on converting your account to a Roth account.
- **Catch-Up Contributions.** You are not eligible to make Catch-Up Contributions to the Plan.
- **Employer Matching Contributions.** You are not eligible to receive Employer Matching Contributions under the Plan.
- **Profit Sharing Contributions.** You are not eligible to receive an allocation of a Profit Sharing Contribution, if any, made to the Plan.

ROLLOVERS

You may rollover a "qualified rollover distribution" from another employer's plan or an individual retirement account in accordance with the provisions of the Plan. Rollover amounts are held in a fully vested, separate subaccount in your Plan account. Please note that an Account comprised solely of funds rolled over to the plan since July 1, 2001, is not subject to the requirement (discussed below) that your spouse consent to any distribution in a form other than a joint and survivor annuity.

The Plan accepts direct rollovers of "designated Roth contributions" (and attributable earnings) from another employer's retirement plan (although the Plan cannot accept a rollover from a Roth IRA). To rollover funds to the Plan, you must demonstrate to the satisfaction of the Plan Administrator that you are a Participant or former Participant in the Plan and that your funds are held in an eligible retirement plan or individual retirement account. You are responsible for initiating the rollover transaction from your other employer's plan or your individual retirement account provider. Once the Plan Administrator receives the funds along with your properly completed contribution form, the rollover contribution will be transferred to your DAP Account, sourced as a rollover. You are responsible for making any applicable investment directions with respect to your other employer's plan or separate IRA until the funds have been actually transferred to your DAP Account. You may then direct investment of these funds in the same manner described below.

IN-PLAN DIRECT ROTH CONVERSION

You have an additional "rollover" option for your Plan Account balance if you are eligible for a distribution from the Plan. If you are eligible for a non-hardship distribution, you can convert the vested portion of your DAP Account into a Roth Account, instead of taking a cash payment from the Plan or making a rollover to a separate plan or IRA. You do not need to obtain spousal consent to convert any part of your DAP Account into a Roth Account. However, the portion of your converted Roth Account that is attributable to amounts subject to the spousal consent requirements will continue to be subject to such requirements when you receive a distribution from your Roth Account.

The amount that you convert will be subject to income tax in the year of the conversion. However, distributions from your Roth Account 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 convert, 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 Conversion under this Plan, and your distribution must be made after you have reached age 59½ or to your

beneficiary after your death.

If you exercise your conversion right, the amount that you convert will be subject to income tax in the year of the conversion, but your converted funds will then be entitled to the special Roth tax rules. You will not be subject to the special 10% tax that is applicable to most Plan distributions made before you attain age 59½ just because you make a Roth conversion. However, the tax may apply if you subsequently take a distribution, unless you qualify for an exemption from the 10% tax at the time of the subsequent distribution. Although amounts you convert to Roth will be taxable, no taxes will be withheld when you convert. Unlike a conversion from a traditional to a Roth IRA, an in-Plan Roth conversion cannot be recharacterized (“undone”). Accordingly, you are encouraged to discuss the conversion option and its tax ramifications (including whether any estimated tax payments will be required) with your tax adviser.

The conversion option is also available to a former spouse that is an alternate payee under a domestic relations order or to your surviving spouse, if you die and your spouse is your beneficiary. Due to restrictions imposed by federal law, the conversion option is not available to non-spouse beneficiaries.

VESTING AND FORFEITURE

Your account under the Plan is 100% vested at all times and will never be forfeited.

PAYMENT OF BENEFITS

Time of Payment. Your account is payable as soon as administratively feasible after you request a distribution.

Form of Payment.

- ***Normal Form.*** As required by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), payment of your account will be paid to you or your beneficiary in the form of an annuity 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 below; 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. If you do not waive the normal form of payment, payment will be in the form of an annuity, paid as described in the follow sub-points:
 - ▶ ***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.
- ***Optional Form.*** If you elect to waive the normal form of payment specified above and your spouse, if any, consents to such waiver, you may elect to have your account paid to you or your beneficiaries in one or a combination of the forms described below:

- ▶ **One lump sum payment** - a single lump sum cash distribution of all of your account.
- ▶ **Partial lump sum payment** - a single lump sum cash distribution of part of your account
- ▶ **Installments** - monthly, quarterly, or annual cash payments in an amount equal to a specified percentage of all or part of your account, or a specific dollar amount, as selected by you. While you are receiving payments, you may elect to change the amount of the payments in accordance with the procedures established by the Plan Administrator.
- ▶ **Optional Joint and Survivor Annuity** - 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 75% of your monthly payments to your surviving spouse, if any.

However, if your balance is \$1,000 or less, the Plan Administrator will direct that distribution to you be made in a lump sum. You may direct that all or any portion of an eligible rollover distribution be transferred directly to another employer's qualified plan, a 403(b) annuity, a governmental 457 plan, or to an IRA. Notwithstanding the foregoing, you may only roll your Roth Account to another employer's plan's designated Roth account, or to a Roth IRA.

Payment of Death Benefits. 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.

Designation of Beneficiary. Beneficiary designations should be reviewed regularly. You may designate on a form suitable to the Plan Administrator the person or persons to whom your benefits under the Plan are to be paid if you die before receiving all of your benefits. Beneficiary designations will only be effective when filed in writing with the Plan Administrator while you are alive and will cancel any previously signed beneficiary designation forms.

The designation of a non-spouse beneficiary is valid only if your surviving spouse has consented in writing to this designation. The consent must acknowledge the effect of such designation and be witnessed by a Plan representative or notary public.

A beneficiary may disclaim his right to all or any portion of the benefits to which he is entitled by filing a written refusal to accept the benefit before payment to him of any benefit, but no later than 9 months after the Participant's death.

If you fail to designate a beneficiary, or if none of your beneficiaries survive you, your account will be paid to your surviving spouse. If you do not leave a surviving spouse, your account will be paid to the following classes of successive beneficiaries: (a) your surviving children (including adopted children), (b) your surviving parents, (c) your surviving siblings, or (d) your estate. If there is more than one individual in a specified class, the individuals will share equally in the amount payable.

Latest Time for Payment. Payment of benefits must commence no later than April 1st of the calendar year following the calendar year in which you attain: (a) 70½ years of age, if you were born before July 1, 1949; or (b) 72 years of age, if you were born after June 30, 1949.

LOANS TO PARTICIPANTS

You are not permitted to request a loan from the Plan.

WITHDRAWALS

You may withdraw all or any portion of your account at any time. The request must be made on such forms and in accordance with the procedures established by the Plan Administrator.

EXCLUSIVE BENEFIT OF PARTICIPANTS

All contributions under this Plan are held and invested by the Trustee for the exclusive benefit of participants and beneficiaries. All contributions to the Plan on your behalf are credited to a separate account established in your name.

DIRECTED INVESTMENT OF ASSETS

You direct how your account is invested and reinvested in one or more investment funds. A list of the funds currently available for you to invest in is available at the office of the Plan Administrator. A description of the funds is also available from Empower Retirement at 844-861-4327 or at www.dap401k.com. In addition, you may receive a copy of the current prospectus for each fund by contacting Empower Retirement at the phone number or website listed above. The investment funds are selected by the Board of Directors in its sole discretion. The Board of Directors, in its sole discretion, may change available funds from time to time, including adding, dropping or replacing funds.

You may direct that amounts in your respective accounts be transferred from one investment fund to another in the time and manner designated from time to time by the Plan Administrator. All investment directions must be made through Empower Retirement at 844-861-4327 or at www.dap401k.com. The Plan Administrator may also specify periods in which no investment directions or distributions may be made, such as a period of transition when funds are changed. You will be advised on any transition periods or changes in the investment funds available under the Plan.

The Trustee will have no discretion with respect to investment of any Plan assets.

This Plan is intended to constitute a plan described in Section 404(c) of ERISA and Department of Labor Regulation Section 2550.404c-1. The Plan Administrator and Trustee may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by you or your beneficiary.

AMENDMENT AND TERMINATION

The Plan may be amended or terminated at any time, in whole or in part, by the Board of Directors. No such amendment shall divert any part of the funds held under the Plan for any purpose other than for the benefit of the Participants and their beneficiaries. No amendment to the Plan shall decrease your account balance nor eliminate an optional form of benefit, except to the extent permitted by the Code. All Participants' rights will vest as of the date of termination of the Plan or a complete discontinuance of contributions by the Employers.

ASSIGNMENT OF BENEFITS

For the protection of your interests and those of your dependents, your benefit under the Plan cannot be taken, transferred or assigned to a third party. However, if a court order under a state domestic relations law is determined to be a qualified domestic relations order ("QDRO"), or there is a federal tax levy,

some or all of your benefit under the Plan may be paid to someone other than you, your present spouse or your named beneficiary. You may obtain from the Plan Administrator, without charge, a copy of the Plan's procedures governing QDRO determinations.

STANDARD OF REVIEW

The Plan Administrator shall perform its duties as the Plan Administrator in its sole discretion, and shall determine what is appropriate in light of the reason and purpose for which the Plan is established and maintained. In particular, the interpretation of all Plan provisions, and the determination of whether a Participant or beneficiary is entitled to any benefit pursuant to the terms of the Plan, shall be exercised by the Plan Administrator in its sole discretion. Any construction of the terms of the Plan for which there is a rational basis that is adopted by the Plan Administrator shall be final and legally binding on all parties.

Any interpretation of the Plan or other action of the Plan Administrator made in good faith in its sole discretion shall be subject to review only if such an interpretation or other action is without a rational basis. Any review of a final decision or action of the Plan Administrator shall be based only on such evidence presented to or considered by the Plan Administrator at the time it made the decision that is the subject of the review. Any employer that adopts and maintains the Plan, and any employee who performs services for an employer that are or may be compensated for in part by benefits payable pursuant to the Plan, hereby consents to actions of the Plan Administrator made in its sole discretion and agrees to this narrow standard of review.

CLAIMS AND APPEALS PROCEDURES

If you believe that you are entitled to benefits under the Plan, you may file a written request for such benefits with the Plan Administrator. Within 90 days after receiving your request, the Plan Administrator will respond to your claim. A claim denial will include the following information:

- The specific reason or reasons for the denial;
- Specific reference to pertinent Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
- 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.

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 or your duly authorized representative may, within 60 days after receiving the denial:

- Make written application to the Plan Administrator for a review of the decision. Such application shall be made on a form specified by the Plan Administrator and submitted with any documentation required by the Plan Administrator;
- Review, upon request and free of charge, all documents, records and other information in the possession of the Plan Administrator which are relevant to the claim; and
- Submit written comments, documents, records and other information relating to the claim.

The Plan Administrator will review all comments, documents, records, and other information you submit, without regard to whether such information was submitted or considered in the initial benefit determination. If you do not file an appeal within 60 days after the claim is denied, you will be deemed to have waived any right to appeal the denial of the claim.

The Plan Administrator will respond to your appeal no later than 60 days after you file your appeal. If special circumstances require 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.

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.

GENERAL INFORMATION

Name of Plan: Directed Account Plan

Record Keeper: **Empower Retirement** provides account administration. You may contact them by mail, telephone, or online using the information below.

Street Address:
Empower Retirement
PO Box 561148
Denver, CO 80256-1148

Overnight Address:
US Bank
10035 East 40th Avenue, Suite 100
Dept 1148
Denver, CO 80238

Telephone: 1-844-861-4327

TTY: 1-800-766-4952

International (Rotary) Number: 1-303-737-7249

Online: www.dap401k.com

Name and Address

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

Plan Administrator: Directed Account Plan
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 Number: 002

Employer Identification

Number: 44-6015072

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 Administrator at the address specified above.

Service of legal process also may be made upon the Plan Trustees.

Type of Plan: The Plan is a defined contribution profit sharing plan with a cash or deferred arrangement under Sections 401(a) and 401(k) of the Code.

Type of

Administration: The Plan is administered by a third party administrator.

Source of

Contributions: Company and participant contributions

Funding medium: Trust fund

Plan Year: The Plan is administered on a Plan Year that begins January 1 and ends December 31.

PBGC: The benefits under the Plan are not guaranteed by the Pension Benefit Guaranty Corporation (a government agency established to insure pension benefits) because the benefits are based solely on the amounts allocated to the account maintained for each Participant.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under 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 an 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 a pension at normal retirement age (age 60) 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 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for operating 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 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 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and may 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, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds 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.