

**SUMMARY PLAN DESCRIPTION
FOR
NAVAJO TECHNICAL UNIVERSITY 401(K) PROFIT SHARING PLAN**

Navajo Technical University 401(k) Profit Sharing Plan

Summary Plan Description

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**SUMMARY PLAN DESCRIPTION
FOR
NAVAJO TECHNICAL UNIVERSITY 401(K) PROFIT SHARING PLAN**

INTRODUCTION

Effective June 1, 1993, Navajo Technical University established the Navajo Technical University 401(k) Profit Sharing Plan for the exclusive benefit of all eligible employees and their beneficiaries with the intention to provide a measure of retirement security for your future.

This Summary Plan Description reflects the plan options as of June 1, 2024.

This Summary Plan Description is a brief description of your plan and your rights and benefits under the plan and is not intended to cover every plan provision. This Summary Plan Description is not meant to interpret or change the provisions of your plan. A copy of your plan is on file at your employer's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). If you have any questions regarding either your plan or this Summary Plan Description, you should ask your plan administrator. If any discrepancies exist between this Summary Plan Description and the actual provisions of the plan, the plan shall govern.

GENERAL INFORMATION

Plan Name: Navajo Technical University 401(k) Profit Sharing Plan

Employer: Navajo Technical University
PO Box 849
Crownpoint, NM 87313-0849
(505) 387-7401

Employer Tax ID: 85-0303705

Three Digit Plan Number: 001

Type of Plan: Cash or Deferred Profit-Sharing Plan

Administration Type: Self-Administered

Plan Administrator: Navajo Technical University
PO Box 849
Crownpoint, NM 87313-0849
(505) 387-7401

Plan Administrator ID Number: 85-0303705

Legal Agent: Navajo Technical University
PO Box 849
Crownpoint, NM 87313-0849
(505) 387-7401

Service of legal process may also be made upon a plan trustee or the plan administrator as listed herein.

Trustees: Elmer J. Guy
PO Box 849
Crownpoint, NM 87313-0849
(505) 387-7370

Geraldine Gamble
PO Box 849
Crownpoint, NM 87313-0849
(505) 387-7376

Christine Reidhead
PO Box 1195
Crownpoint, NM 87313-0849
(480) 742-1673

Thomas Davis
PO Box 849
Crownpoint, NM 87313-0849

Funding Arrangement: Trust and Insurance

Plan Year: June 1st to May 31st

Limitation Year: June 1st to May 31st

Anniversary Date: May 31st

Valuation Date: Daily

PARTICIPATION IN YOUR PLAN

In order to take advantage of the opportunities provided by your plan you must participate in the plan. There may be certain restrictions to your eligibility and participation. The following is information about how you can participate in the plan.

What types of contributions are available in the plan?

The following contribution types are available in the plan:

1. Pre-Tax Elective Deferral: This type of contribution is also known as a 401(k) contribution, a salary deferral contribution, or an elective deferral contribution.
2. Roth Elective Deferral: This type of contribution is an after-tax elective deferral.
3. Safe Harbor Contribution: The employer may make a required contribution to the plan. Depending on your plan, each year you may receive a notice regarding the safe harbor contribution.
4. Employer Matching Contribution: In order to share in matching contributions, you must be making elective deferrals to the plan. Matching contributions, if any, are based on your elective deferrals.
5. Employer Non-elective Contribution: This type of contribution is also known as a profit-sharing contribution. Your employer may, at its discretion, make a profit-sharing contribution to the plan.

Who may participate?

As an employee of Navajo Technical University, you may participate in the plan once you have met the eligibility requirements.

Who is considered an employee?

An employee is an individual who performs services for the employer as a common law employee, a self-employed individual who is treated as an employee, or a leased employee.

What are the eligibility requirements to become a participant in the plan?

There may be different eligibility and entry date requirements for each contribution type under the plan. Meeting all the eligibility requirements for one contribution type does not automatically make you eligible for other contributions under the plan. You may begin participating under the plan once you have satisfied the eligibility requirements and reached your entry date. The following describes the eligibility requirements and entry dates that apply. You should contact the plan administrator if you have questions about the timing of your plan participation.

All Contribution Sources:

Excluded Employees:

The following individuals are not eligible for participation in the plan:

1. Union employees
2. Non-resident aliens
3. Employees who are not eligible for Employer provided health and welfare benefits.

Eligibility Age Conditions:

You must attain age 21 to be eligible to receive contributions under the plan. However, you will not actually participate for purposes of receiving a contribution until you have reached the entry date as described below.

Eligibility Service Conditions:

If you are an eligible employee, you will have met the service requirement at the end of the eligibility computation period in which the hours-of-service requirement was met. However, you will not become a plan participant until you have reached the entry date as described below.

Elective Deferrals:

Eligibility Service Conditions:

You must complete 3 consecutive months of eligibility service to make elective deferral contributions under the plan. However, you will not actually participate for purposes of receiving elective deferral contributions until you have reached the entry date as described below.

Entry Date:

For the purpose of receiving elective deferrals, your entry date will be the first day of each month you satisfy the eligibility requirements.

Safe Harbor Contribution:

Eligibility Service Conditions:

You must complete 3 consecutive months of eligibility service to receive safe harbor contributions under the plan. However, you will not actually participate for purposes of receiving safe harbor contributions until you have reached the entry date as described below.

Entry Date:

For the purpose of receiving safe harbor contributions, your entry date will be the first day of each month you satisfy the eligibility requirements.

Matching Contributions:

Eligibility Service Conditions:

You must complete one (1) year of service to be eligible to receive matching contributions under the plan. However, you will not actually participate for purposes of receiving a matching contribution until you have reached the entry date as described below.

Entry Date:

For the purpose of receiving a matching contribution, your entry date will be semi-annually starting on June 1st or the same day of the month occurring in each successive 6-month period, you satisfy the eligibility requirements.

Non-Elective Contributions:

Eligibility Service Conditions:

You must complete one (1) year of service to be eligible to receive non-elective contributions under the plan. However, you will not actually participate for purposes of receiving a non-elective contribution until you have reached the entry date as described below.

Entry Date:

For the purpose of receiving a non-elective contribution, your entry date will be semi-annually starting on June 1st or the same day of the month occurring in each successive 6-month period, you satisfy the eligibility requirements.

What compensation will be used for my contributions in the plan?

Compensation is defined as your total compensation that is subject to income tax and paid to you by the employer. Amounts paid to you after you terminate employment may or may not be included as compensation used to calculate your contributions as described below. If you are a self-employed individual, your compensation will be equal to your earned income from the employer. The following describes the adjustments to compensation that may apply for the contribution types permitted under the plan.

All Contribution Sources:

Compensation used to calculate your contributions for all sources under the plan will be determined as follows:

* be based on W-2 wages.

* include compensation due to cafeteria plan deferrals under section 125, transportation compensation (section 132(f)(4)), 401(k) and 403(b) deferrals (section 402(e)), SEP deferrals (section 402(h)(1)(B)), 402(k) deferrals (section 408(p)), and 457(b) deferrals.

* exclude commissions, bonuses, stipends and adjunct compensation.

* include compensation for your first year of participation for the entire 12-month compensation period.

Is there a limit on compensation for plan purposes?

The IRS limits the amount of compensation that may be taken into account for each participant for each plan year. For 2024, that limit is \$345,000. For future years, the limit is subject to cost-of-living increases as published by the IRS.

Does plan compensation include monies paid to me during an absence or after my employment ends?

Usually, only the amounts paid to you while you are an employee are considered plan compensation. However, the plan may consider certain types of pay as plan compensation, though paid during an absence or after you leave employment.

If you are not actively working for the employer due to military service but are receiving compensation (differential wage payments) as if you were working for Navajo Technical University, those payments are included as compensation under your plan.

Payments you receive after terminating employment might be considered plan compensation, if they meet the definition of "post-severance compensation." To be considered post-severance compensation, the payment must be one that you would have received had employment continued, such as your salary or wages. Post-severance compensation does not include severance pay, or other amounts you receive only because your employment ended.

To be included in plan compensation, post-severance compensation must be paid to you by the later of the end of the limitation year in which your employment ends, or within 2-1/2 months after the date your employment ends.

Payments for unused accrued sick, vacation, or other leave that you would have been able to use if your employment had continued are included in your plan's post-severance compensation.

How is service determined?

Eligibility Service:

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave.

Vesting Service:

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave. You cannot earn more than one year of vesting service during a plan year.

What is a year of service?

Eligibility Purposes:

You will earn a year of service for eligibility purposes if you are credited with 1000 hours. The first eligibility computation period is the 12-month period ending on the first anniversary of your employment commencement date. Subsequent eligibility computation periods will switch to plan years beginning with the first plan year commencing prior to the first anniversary of your employment commencement date.

Vesting Service Purposes:

You will earn a year of service for vesting service purposes if you are credited with 1000 hours in the vesting service computation period. The vesting service computation period will be the plan year.

What is a break in service for eligibility purposes?

When you fail to complete more than 500 hours during the eligibility computation period, you incur a break in service. However, in certain circumstances, your plan is required to credit you with 500 hours, even though you didn't actually work

500 hours. This is primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for a contribution or for vesting.

What is a break in service for vesting purposes?

When you fail to complete more than 500 hours during the plan year, you incur a break in service. If you have incurred a break in service, your vesting percentage will not increase for the period in which the break occurs.

However, in certain circumstances, your plan is required to credit you with 500 hours, even though you didn't actually work that number of hours. This is primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for a contribution or for vesting.

CONTRIBUTIONS

As a plan participant, you can contribute your pay on a tax-deferred basis (that is, before federal income taxes are deducted) or on an after-tax basis (that is, after federal income taxes are deducted). Your employer may also make contributions to the plan.

Your Contributions to the Plan:

When you enroll in the plan, you may make your salary deferrals on a pre-tax basis, an after-tax basis, or a combination of the two. You will also select the percentage or dollar amount of your pay to be deducted as a pre-tax or an after-tax salary deferral. Your employer will deduct the amount you've elected from your paycheck in accordance with procedures established by your employer.

What are pre-tax salary deferrals?

Pre-tax salary deferrals are deducted from your pay before federal income taxes are calculated. This reduces your taxable income by the amount you have elected to save under the plan. Since your taxable income is reduced, you pay less in current federal income taxes. This money is accumulated on a tax deferred basis until it is distributed from the plan. You should consult your plan administrator or tax advisor regarding treatment of salary deferrals for purposes of state and local taxes. See "Distributions" for additional information on tax consequences when you withdraw your money from the plan.

What are Roth salary deferrals?

All employees who are eligible to make pre-tax salary deferrals can also make after-tax salary deferrals. These contributions are also known as Roth deferral contributions. This means that you will be taxed on the money when it is withheld from your paycheck. You can contribute all or a portion of salary deferrals as a Roth deferral. There are certain withdrawal restrictions for Roth deferral contributions. See "What are the distribution rules for Roth deferrals?" in the distribution section of this SPD.

Are there limits to how much I can contribute?

The IRS limits the maximum amounts that can be contributed on a pre-tax or after-tax salary deferral basis. For 2024, that limit is \$23,000. For future tax years, the limit is subject to cost-of-living increases as published by the IRS. If you are age 50 or older, you may be able to contribute in excess of this limit. See "What are catch-up contributions?" below.

What are catch-up contributions?

All employees who are eligible to make salary deferrals under this plan and who are age 50 or older before the close of a plan year, are eligible to make catch-up contributions. The catch-up contributions are in addition to the regular salary deferrals mentioned above. The IRS limits the amount that can be contributed as a catch-up contribution. For the 2024 tax year, that limit is \$7,500. For future tax years, the limit is subject to cost-of-living increases as published by the IRS.

When can I expect my salary deferrals to be deposited?

Salary deferrals are placed in the trust as soon as reasonably possible after being withheld from your pay but in no event later than the 15th business day of the month following the month in which the contribution is withheld by your employer.

When can I change my salary deferral election?

You may make an election or change an election the first day of the plan quarter.

You may revoke your salary deferral election at any time.

What happens if I am contributing salary deferrals to another plan sponsored by a different employer?

The overall limit on salary deferrals described above applies collectively to all plans in which you are a participant. If you participate in two or more plans (which include 401(k), Simplified Employee Pensions and 403(b) plans), that are sponsored by different employers, your total salary deferrals could exceed IRS limits for the year. Excess deferrals must be returned by the April 15th following the year in which the amount is deferred. If they are not, an excise tax applies. Your employer is not responsible for tracking the salary deferrals made to plans sponsored by other employers. Therefore, in order to assure that the refund of excess deferrals is timely, you should designate which plan will refund excess deferrals.

If you elect to have this plan return any excess, you should notify the plan administrator so that the excess can be returned to you, along with any earnings, before April 15th following the year in which the deferrals were withheld.

Does the plan accept rollovers?

Direct Rollover contributions are permitted from all employees who do not fall into an excluded class of employees.

In addition to pre-tax assets, rollover contributions will be permitted from the following:

1. Roth deferral accounts

Your Employer Contributions to the Plan:

In addition to your salary deferrals, your employer may make other types of contributions to the plan, such as a profit-sharing contribution, a matching contribution, or a safe harbor contribution.

What are matching contributions?

As an incentive to make salary deferrals to the plan, your employer may contribute a certain percentage or dollar amount each year. This additional employer contribution is known as a matching contribution.

Which employee contributions are eligible to receive matching contributions?

The following employee contributions are eligible to be matched and will be matched at the same rate, as described in the next few questions: Pre-tax Elective Deferrals, Roth Elective Deferrals and Catch-up contributions.

Are there requirements to receive the matching contributions?

There are no allocation requirements to receive a matching contribution.

How is the matching contribution determined?

The amount of the match depends on your eligible employee contributions. Your employer may, at its discretion, contribute a matching contribution. If a matching contribution will be contributed, the employer will provide a summary of the allocation formula to you no later than 60 days following the date on which the discretionary matching contribution is made to the plan.

When can I expect the matching contributions to be allocated?

The matching contributions made by your employer will be allocated to your matching contribution account as of the last day of the plan year.

Are there plan limits on the amount of matching contributions a participant may receive?

There are no plan limitations to the amount of matching contributions a participant may receive.

What are profit sharing contributions?

Your employer may contribute a profit-sharing contribution to the plan each year in an amount, if any, as it may determine.

Are there requirements to receive a profit-sharing contribution?

There are no allocation requirements to receive a profit-sharing contribution.

How is the profit-sharing contribution determined?

Your share of the profit-sharing contribution is based on classifications as defined in the plan. The employer's contribution for a classification will be the same percentage of compensation for all participants in that classification.

For example, if the discretionary contribution for the classification that covers you is \$30,000 and if the total compensation of participants in your classification is \$1,000,000, the percentage for your classification would be 3%. If your compensation is \$20,000, your share would be 3% of your compensation, or \$600:

$$\$30,000 / \$1,000,000 = .03 (3\%) \quad \$20,000 \times .03 (3\%) = \$600$$

The classifications are listed below:

<u>Employee Classification</u>	<u>Description of Classification</u>
A	President
B	All Others

When can I expect the profit-sharing contributions to be allocated?

The profit-sharing contributions made by your employer will be allocated to your profit-sharing contribution account as of the last day of the plan year.

When can I expect the employer contributions to be deposited?

The employer's contributions to the trust are normally paid directly to the Trust either during the plan year or after the close of the plan year (within the time during which the employer has to file its federal tax return).

When is a plan top heavy?

The plan becomes top heavy if more than 60% of the account balances are attributable to "key employees". Key employees are certain highly compensated officers or owner/shareholders.

Each year, the plan administrator will make a top-heavy determination.

How will the plan operate in top heavy years?

If your plan is top heavy, certain participants must receive a top-heavy minimum allocation. The amount of the contribution is based on the total allocation to key employees for the plan year and may be zero.

This top-heavy contribution is based on the amount of contribution that the key employees receive and may be zero.

What is a safe harbor contribution?

This 401(k) plan takes advantage of certain rules that provide alternative methods to pass the non-discrimination tests required of 401(k) plans. Under these rules, your employer has elected to provide a contribution to all employees eligible to make salary deferrals.

How is the safe harbor contribution determined?

The safe harbor contribution will be made as a safe harbor non-elective contribution in the amount of 3% of each eligible participant's compensation. The ADP safe harbor non-elective contribution is 100% vested at all times.

The safe harbor contribution is allocated to your account as of the last day of each pay period.

Does the plan allow in-plan Roth rollovers?

The plan does not permit in-plan Roth rollovers.

VESTING

Vesting is the non-forfeitable balance of your employer contribution account(s) that you will be entitled to receive after your employment with the employer ends. If you terminate employment before you meet the requirements for retirement, the distribution from your employer contribution account(s) will be limited to the vested portion. Your vesting percentage grows with your years of vesting service.

Is any of my service excluded for vesting purposes?

No, all years of service with your employer except those excluded due to a break in service will be included in determining your vested account balance.

How is my vested percentage calculated?

If you leave employment due to termination, you are entitled to a percentage of your employer contribution accounts along with earnings, based on the following schedules:

Employer Matching Contributions:

Vesting Schedule	
<u>Years of Vesting Service</u>	<u>Percent Vested</u>
Less than 1	0%
1 but less than 2	0%
2 but less than 3	33%
3 but less than 4	67%
4 but less than 5	100%
5 but less than 6	100%
6 or more	100%

Employer Profit Sharing Contributions:

Vesting Schedule	
<u>Years of Vesting Service</u>	<u>Percent Vested</u>
Less than 1	0%
1 but less than 2	0%
2 but less than 3	33%
3 but less than 4	67%
4 but less than 5	100%
5 but less than 6	100%
6 or more	100%

Employer Top-heavy Contributions:

Vesting Schedule	
<u>Years of Vesting Service</u>	<u>Percent Vested</u>
Less than 1	0%
1 but less than 2	0%
2 but less than 3	33%
3 but less than 4	67%
4 but less than 5	100%
5 but less than 6	100%
6 or more	100%

What vesting schedule applies to my other accounts?

The following contributions along with earnings associated with these accounts will be 100% vested and nonforfeitable at all times:

1. Salary Deferrals (including catch-up contributions and Roth contributions)
2. Rollovers
3. Safe harbor ADP contributions

Does my vested percentage change for any reason?

You will become 100% vested in all of your accounts if you are still employed when you die or become disabled.

Additionally, you will become 100% vested in all of your accounts when you reach your normal retirement age.

What happens if I terminate employment before I am fully vested?

The non-vested portion of your account will be forfeited and used to offset employer contributions at the plan administrator's discretion in a nondiscriminatory and uniform manner.

The non-vested portion of your account that is forfeited may also be used to offset plan expenses or restore forfeited account balances of rehired employees.

The forfeiture takes place as of the end of the plan year in which you receive the final (complete) distribution of your distributable benefit or the end of the plan year of your 5th consecutive break in service. If you elect to receive less than your entire vested account balances from employer contributions, the portion forfeited will be prorated based on the portion of your total account balance distributed.

What happens to my forfeited amounts if I am rehired into a position covered by the plan?

If you were not vested (that is, 0% vested), when you severed employment, and you rejoin the plan before incurring a 5-year break in service, the amounts you forfeited will be restored as of your rehire date.

If you were partially vested (more than 0% but less than 100%), and received a distribution of your vested amounts, the forfeited amount may be restored. However, to restore the forfeiture, you must repay the full amount of your distribution of employer contributions by five (5) years after your rehire date, or if earlier, the date you incur a 5-year break following the date of the distribution.

If you are entitled to a restoration of your account balance that was forfeited, the plan will first use any forfeitures arising in the year of restoration. If that amount is not enough, the employer will make an additional contribution specifically allocated to your account.

If I am rehired into a position covered by the plan, how is my vesting service calculated?

If you were fully (100%) vested at the time your employment ended, you will resume participation and be 100% vested immediately, on your rehire date. This means that the vesting service you earned prior to severing employment (pre-break) will be added to the vesting service you earn after reemployment (post-break).

If you were not fully vested when your employment ended, the length of your break in service determines how your vesting service will be calculated and when you resume participation in the plan.

If your break in service is less than 5 years, your pre-break vesting service will be added to your post-break vesting service. Thus, your total years of vesting service are counted toward vesting in the employer contributions credited to your account after you return, and the pre-break non-vested employer account remaining in the plan, if you did not receive a distribution.

However, if you received a distribution from your employer account, and you would like to have your total years of vesting service (pre-break plus post-break) count toward vesting in your pre-break non-vested employer account, you must repay the full amount of your distribution by the earlier of: five (5) years after your rehire date, or the date you incur a 5-year break following the date of the distribution.

If your break in service is five years or more and you were not fully vested (less than 100%) when you ended your employment, when you are reemployed you will no longer have a vested interest in any pre-break non-vested employer account balance.

However, all your service (pre-break plus post-break) counts toward vesting in employer contributions credited after you are reemployed.

INVESTMENT ACCOUNTS

The money you deposit, if any and any employer contributions are held in a trust, and placed into investment accounts, which are credited with gains and losses at each valuation date.

Separate accounts are set up for each different type of money, for example: 401(k) deposits, matching, discretionary, rollover, employer contributions (if any) and qualified non-elective contributions because there are different plan and IRS rules for each type of contribution.

What is the value of my account?

The value of each of your accounts is established as of the valuation date under your plan. The valuation date is daily for pooled accounts.

As of the valuation date:

1. contributions may be added to your accounts (see "Contributions");
2. distributions you have received since the prior valuation date will be subtracted from your accounts;
3. plan expenses may be subtracted from your accounts; and
4. interest and/or dividends, if any, will be added to your accounts.

Also, current market values will be reflected in your accounts as of the valuation date. Depending on stock and/or bond market conditions, the value of your accounts may increase or decrease from one valuation date to the next.

How are my accounts invested?

You may direct the investment of all of your accounts.

It is intended that your plan meets the requirements of ERISA section 404(c) by providing you with sufficient information for you to make informed investment choices. This information will be provided by the financial institutions managing the investment options. This means that you exercise control over the investments in your plan account, and you can modify those investment choices as your needs change or as you otherwise see fit. This allows you to invest in the way that best meets your personal goals. Therefore, the plan fiduciaries may be relieved of liability for losses that your account may experience as a result of your investment elections.

Please note that the trustee is considered the owner of all the assets held in the trust. The trustee, as owner of the securities and other trust property, has the exclusive right to vote for the stock in the trust and exercise any other rights of ownership. As a plan participant, you merely have a beneficial interest in the trust and may not exercise the rights of ownership, as can the trustee.

Does my plan offer life insurance as an investment?

No. Life insurance policies are not available as a plan investment.

May I take a loan from my accounts?

Your plan does not permit loans from any source.

Where can I learn about the plan expenses?

Reasonable administrative expenses of the plan and trust may be paid by the plan to the extent not paid by the employer. For more information on plan expenses, see Appendix 1 - Plan Expense Policy attached to this SPD.

DISTRIBUTIONS

Does the plan allow for hardship distributions?

Hardship distributions are not permitted from matching contributions, non-elective contributions, or rollover contributions, if applicable.

The primary purpose of the plan is to provide benefits to you upon your retirement; however, your plan permits you to request a hardship distribution. A hardship distribution may not exceed the amount of your need. However, the amount required to satisfy the financial need may include amounts necessary to pay any taxes or penalties that may result from the distribution.

The hardship distribution cannot exceed the amount necessary to meet your financial hardship. You must certify (in writing) that you cannot meet your financial need using cash or other sources of liquid assets you already have access to. The plan administrator will request proof that the amount requested does not exceed the financial hardship, including evidence that you have received all other available distributions from this and other plans (including those of other employers).

Safe Harbor Determination:

You may request a hardship distribution while employed for one of the following reasons:

1. Medical Care - Expenses for or necessary to obtain medical care for yourself, your spouse, dependents, or named primary beneficiaries.
2. Principal Residence - Costs directly related to the purchase of your principal residence (not including mortgage payments).
3. Eviction and/or Foreclosure - Payment to prevent eviction from your principal residence and/or foreclosure on the mortgage of your principal residence.
4. Tuition - Payment of tuition for the next 12 months of post-secondary school education for yourself, your spouse, dependents, or named primary beneficiaries.
5. Funeral Expenses - Payments for burial or funeral expenses for your parents, spouse, children, dependents, or named primary beneficiaries.
6. Principal Residence Repair - Expenses for repair of damage to your principal residence that qualify for the casualty deduction (as defined in IRC 165, determined without regard to whether the loss exceeds 10% of adjusted gross income).
7. Federal Disaster Area - Expenses and losses (including loss of income) incurred by you on account of a disaster declared by the Federal Emergency Management Agency (FEMA) provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

You may request a hardship distribution from your pre-tax elective deferrals (including earnings), or Roth elective deferrals. The determination will be based on the safe harbor determination described above.

Does the plan allow for in-service distributions?

An in-service distribution is one that you receive while you are still employed by the employer. The primary purpose of the plan is to provide benefits to you upon your retirement; however, your plan permits you to request an in-service distribution.

You may request an in-service distribution of all or a portion of all of your accounts if you have attained age 59½.

What are the distribution rules for Roth deferrals?

There are certain restrictions that apply to receiving a distribution from your Roth deferral account. If any deferral contribution designated as a Roth deferral is withdrawn prior to the five (5) taxable year period beginning with the taxable year in which the Roth account is first established or prior to age 59-1/2 your distribution will consist of a pro-rata share of Roth earnings and Roth deferral. The earnings will be included in your gross income. To avoid a tax on the earnings of Roth deferral accumulated amounts, the withdrawal must be made after the fifth taxable year that your Roth account is first established and after age 59-1/2 or on account of your death or disability.

What is my normal retirement age?

You will reach the plan's normal retirement age when you reach age 65.

Your normal retirement date is the actual date normal retirement age is attained.

When will I receive my normal retirement benefits?

Payment of your benefits from employer contribution accounts will begin as soon as practicable following the valuation date coinciding with or next following the date of your retirement.

Payment of your benefits from your salary deferral account and rollover account will begin as soon as practicable following the valuation date coinciding with or next following the date of your retirement.

When will my beneficiary receive my benefits if I die?

Payment of your benefits from employer contribution accounts will begin as soon as practicable following the valuation date coinciding with or next following the date of your death.

Payment of your benefits from your salary deferral account and rollover account will begin as soon as practicable following the valuation date coinciding with or next following the date of your death.

When will I receive my benefits upon termination?

Payment of your benefits from employer contribution accounts will begin as soon as practicable following your distribution determination date.

Your distribution determination date is the valuation date coinciding with or next following your date of termination.

Payment of your benefits from your salary deferral account, and rollover account will begin as soon as practicable following your distribution determination date.

Your distribution determination date is the valuation date coinciding with or next following the date of your termination.

Does the plan have disability benefits?

You will be considered disabled if you suffer from a medically determinable physical or mental disability that is expected to result in death or to last a continuous period of 12 months that renders you incapable of performing your job duties. A determination of disability will be made by the plan administrator in a uniform, nondiscriminatory manner on the basis of medical evidence. You will also be considered disabled if the Social Security Administration has determined that you are eligible to receive Social Security disability benefits or if you have begun to receive payments under a long-term disability program or a comparable disability program maintained by your employer.

You become entitled to a distribution due to disability as of the date you terminate employment.

If it is determined you are entitled to a distribution due to disability, payment of your benefits from employer contribution accounts will begin as soon as practicable following the valuation date coinciding with or next following such determination. However, payment of your benefits from your salary deferral account, and rollover account will begin as soon as practicable following the valuation date coinciding with or next following such determination.

How might divorce or a Qualified Domestic Relations Order affect my benefits?

Because your spouse has certain rights under your plan, you should immediately inform the plan administrator of any changes in your marital status.

In general, contributions made by you or your employer to this plan are not subject to alienation. This means they cannot be sold, used as collateral for a loan, given away or otherwise transferred. They are not subject to the claims of your creditors. However, they may be subject to claims under a Qualified Domestic Relations Order (QDRO).

A Domestic Relations Order is a court-issued decree or an order that allocates all or any portion of your plan benefits to your (former) spouse, your child, or other dependent. It is the plan administrator's responsibility to determine if a Domestic Relations Order is qualified (is a QDRO), as defined by law.

Distributions pursuant to a Qualified Domestic Relations Order are permitted on or after the date a Domestic Relations Order is determined to be a Qualified Domestic Relations Order, even if you are employed and have not attained the "earliest possible retirement age" (as defined below).

For QDRO purposes, the "earliest possible retirement age" means the earlier of these two dates:

1. the date you are entitled to a distribution; or
2. the later of:

- A. the date you reach age 50; or
- B. the earliest date you could begin receiving benefits under the plan if you separated from service.

Participants and beneficiaries can obtain, from the plan administrator, without charge, a copy of the plan's procedures governing Qualified Domestic Relations Orders.

How will I receive my distribution?

You may elect a lump sum distribution subject to the following limitations: no limitations.

Will the plan automatically distribute any of my benefits?

The plan will make a mandatory distribution if your vested account balance is \$5,000 or less. The distribution will be made as soon as administratively feasible. Any account balance that is from a rollover that you have transferred into the plan will not be taken into account in the determination of your total vested account balance for purposes of the mandatory distribution threshold.

If you do not provide payment instructions, the plan will automatically roll your distribution over to an IRA if your account balance is greater than \$1,000. If your account balance is less than \$1,000, your vested account balance will be paid directly to you or your beneficiary. Any account balance that is from a rollover that you have transferred into the plan will not be taken into account in the determination of your total account balance for purposes of the automatic rollover threshold. The plan administrator will notify you if the automatic rollover provisions apply to your distribution. After receiving this notice, you will have an opportunity to decide whether you wish to receive your distribution directly in cash or roll it into an eligible retirement plan or IRA.

The automatic rollover will be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity.

What is a required minimum distribution?

Under certain circumstances, the law requires that your distributions begin no later than April 1 of the year following the date you reach age 70-1/2 (the date six months after your 70th birthday) if you are a greater than 5% owner born before July 1, 1949. If you are not a greater than 5% owner, these distributions will be delayed until you retire. If you were born after June 30, 1949, age 70-1/2 is replaced with age 72 where it appears above. Your plan administrator will contact you if you are affected by this requirement.

How will my distributions be taxed?

The benefits you receive from the plan will be subject to ordinary income tax in the year in which you receive the payment, unless you defer taxation by a "rollover" of your distribution into another qualified plan or an IRA. Also, in certain situations, your tax may be reduced by special tax treatment such as "10-year forward averaging."

VERY IMPORTANT NOTE: Under most circumstances, if you receive a distribution from this plan, twenty percent (20%) of your distribution will be withheld for federal income tax purposes, unless you instruct the trustees of this plan to transfer your distribution DIRECTLY into another qualified plan or an IRA. You must give these instructions to the trustees no more than 180 days before the date you receive the payment. Also, the trustees must wait at least 30 days after receiving your instructions before making the payment, to allow you time to change your decision, unless you waive the waiting period in writing.

In addition to ordinary income tax, you may be subject to a 10% tax penalty if you receive a "premature" distribution. If you receive a distribution upon terminating employment before age 55 and you don't receive the payment as a life annuity, you will be subject to the 10% penalty unless you roll over your payment. But there is no penalty for payments due to your death or disability.

As the rules concerning "rollovers" and the taxation of benefits are complex, please consult your tax advisor before making a withdrawal or requesting a distribution from the plan. As required by law, the plan administrator will provide you with a brief explanation of the rules concerning "rollovers."

Who may I name as my beneficiary?

The plan requires that your spouse be your primary beneficiary and receive 100% of your account balance on your death (see vesting section). You may name someone other than your spouse as your primary beneficiary only if your spouse gives written consent to your choice of beneficiary. A notary public or plan representative must witness your spouse's signature on the consent form. You have a right to designate your primary and contingent beneficiary or beneficiaries at any time by completing a beneficiary form that is provided to you or is acceptable to the plan administrator.

It is important that you keep your designation of beneficiary up to date. If you fail to designate a beneficiary, or if your beneficiary designation is not valid, or if all of your beneficiaries fail to survive you, then your benefits will be paid to your surviving spouse, or if none, to your surviving children in equal shares, or if none, to your other heirs or your estate, as the plan administrator selects.

Your designation of beneficiary does not expire; it is important that you keep your designation up to date as your circumstances change.

OTHER IMPORTANT INFORMATION

Are my benefits protected?

Except for the requirements of a Qualified Domestic Relations Order, your plan benefits are not subject to claims, indebtedness, execution, garnishment or other similar legal or equitable process. Also, you cannot voluntarily (or involuntarily) assign your benefits under this plan.

Can the plan be amended or terminated?

The employer has reserved the right to amend or terminate the plan. However, no amendment can take away any benefits you have already earned. If your plan is terminated, you will be entitled to the full amount in your account as of the date of termination, regardless of the percent you are vested at the time of termination.

Does Pension Benefit Guaranty Corporation Insurance apply to this plan?

The benefits provided by this plan are not insured by the Pension Benefit Guaranty Corporation (PBGC). Such insurance is only required under Title IV of the Employee Retirement Income Security Act (ERISA) for defined benefit pension plans.

What are the claims for benefits procedures under this plan?

When you request a distribution of all or any part of your account, you will contact the plan administrator who will provide you with the proper forms to make your claim for benefits. Your claim for benefits will be given a full and fair review.

What is the waiting period for a non-disability claim?

The plan administrator will notify you or your beneficiary of the denial within a reasonable period of time, but not later than ninety (90) days of the date your claim for benefits was received. The plan administrator may extend this deadline by up to ninety (90) days if there are special circumstances beyond the control of the plan that require additional time to process the claim. If a delay occurs, you or your beneficiary will be notified in writing of the reason for the delay and a date by which a final decision will be given (not more than one hundred and eighty (180) days after the receipt of your claim.)

What is the waiting period for a disability claim?

If the claim is for disability benefits, the plan administrator will notify you or your beneficiary within a reasonable period of time, but not later than forty-five (45) days after the date your claim was received. The plan administrator may extend this deadline by up to thirty (30) days if there are special circumstances beyond the control of the plan that require additional time to process the claim. If a delay occurs, you or your beneficiary will be notified in writing before the end of the initial forty-five (45) day period.

If the plan administrator determines that, due to matters beyond the control of the plan, a decision cannot be made within that time, the period may be extended for up to an additional thirty (30) days. You or your beneficiary will be provided with notification prior to the expiration of the first thirty (30) day extension period of the circumstances requiring the extension and the date that the plan expects to make a decision.

After receipt of an extension notice the participant or beneficiary will have one hundred and eighty (180) days to appeal such denial. Upon receipt of such an appeal, the plan administrator must act within forty-five (45) days.

What will I receive if the claim is denied in part or whole?

The initial denial letter and any appeal denial letter will be provided to your or your beneficiary with the following information:

1. the standards on which the determination is being made
2. the unresolved issues that prevent the plan administrator from making the decision
3. the additional information that would be needed to allow the plan administrator to make the decision
4. reference to the plan provision(s) on which the denial is based
5. an explanation of the denial when the claim included a disability determination by the Social Security Administration or other third party disability payer, or any views of health care professionals, medical, or vocational professionals providing treatment or advice (regardless of whether the advice was relied upon)
6. an explanation of the scientific or clinical judgment for the determination if the denial is based on a medical necessity, experimental treatment, or similar exclusion or limit, or statement that the explanation is available free of charge upon request
7. all internal rules, guidelines, protocols, standards, or other similar criteria that were relied upon in denying the claim or a statement that such criteria do not exist
8. a statement that you are entitled to receive, upon request and free of charge, relevant documents

What happens to my disability claim if I need to provide information?

The plan administrator will notify you or your beneficiary if additional information is needed from you in order to complete the claim. You will have 45 days to respond with the needed information. The plan administrator's timing to process the claim will not be counted during this period.

How do I appeal a claim denial?

You or your beneficiary may file a written appeal of the claim denial within sixty (60) days (forty-five (45) days for disability claims) to the plan administrator. You may submit new information relating to the claim. The employer may hold a hearing or otherwise review facts as it deems necessary and shall make a decision, which shall be binding upon both parties.

The decision of the employer shall be made within sixty (60) days (forty-five (45) days for disability claims) after the receipt by the plan administrator of the notice of appeal, unless special circumstances require an extension of time for processing, in which case a decision of the employer shall be rendered as soon as possible but not later than one hundred twenty (120) days (ninety (90) days for disability claims) after receipt of the request for review.

In the case of an appeal denial letter, the letter must describe any contractual limitation period for a lawsuit and the expiration date for that limitation period along with a statement that the limitation period may not expire before the conclusion of the Plan's internal appeals process.

You may request a free of charge access to, copies of any information, records, and/or documents used to deny the claim.

Once you have exhausted the administrative remedies for claim, or the plan fails to establish or follow claims procedures consistent with plan regulations, it is your right to challenge the decision under section 502(a) of Employer Retirement Income Security Act of 1974 (ERISA) or other applicable law.

PARTICIPANT RIGHTS UNDER ERISA

As a participant in Navajo Technical University 401(k) Profit Sharing 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 your benefits:

1. Examine, without charge, at the plan administrator's office all documents governing the plan and a copy of the latest annual report filed by the plan with the U.S. Department of Labor.
2. Obtain copies of all plan documents and other plan information upon written request to the plan administrator (the administrator may make a reasonable charge for the copies).
3. 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.
4. Obtain a statement telling you whether you have a right to receive a benefit 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 do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

Actions by Plan Fiduciaries:

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforcing your rights:

If your claim for a benefit is denied in whole or in part, you have the right to know why this was done and 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 written materials from the plan and do not receive them within 30 days, you may file a 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 administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file a 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 questions about your plan, you should contact the plan administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

APPENDIX 1 - PLAN EXPENSE POLICY

For The 2024 Plan Year

This Policy is intended to comply with the plan-related expenses or fees disclosure requirements in participant directed accounts as prescribed by Section 404(a)(5) of the ERISA.

This Plan Expense Policy (the "Policy") is provided to help you make an informed decision about your retirement plan account. Please review it carefully.

Overview

In general, reasonable expenses for the administration, investments, and processing transactions relating to the on-going maintenance and operation of the plan (including expenses or fees charged on a one-time or on-going basis for legal, accounting, or recordkeeping services) may be charged against the assets of the plan and trust, paid by the employer, or allocated among terminated and active participants (or beneficiaries) in the plan. In some instances, these expenses are deducted directly from the investment returns of the investment funds offered under the plan as an investment related fee.

When a plan elects to pay their administrative expenses through the plan and trust, to the extent they are not paid from the forfeiture account, they can allocate them among their terminated and active participants (or beneficiaries) on a pro-rata or per capita basis. Under a pro-rata method, expenses are allocated based on the assets in an individual account; while under the per capita method, expenses are allocated in an equal amount to all individual accounts within the plan.

A plan is also permitted to charge against a participant's (or beneficiary's) account any individual expenses that directly relate to a transaction processed through their account.

Effective June 1, 2024, this Policy reflects the manner in which all plan-related administrative and transaction expenses will be paid under the terms of the Plan and Trust.

General Administrative Expenses

Navajo Technical University shall pay all plan-related expenses or fees.

Plan-related expenses or fees that are not paid by Navajo Technical University shall be paid by the Plan. Under the terms of the Plan, some or all of these plan related expenses or fees will be paid or reduced by Forfeitures generated under the Plan (to the extent Forfeitures are available).

Individual Expenses

Individual Expenses are reasonable expenses for processing transactions that only affect the account of an individual participant (or beneficiary).

Terminated Participants:

Individual fees and expenses attributable to an individual transaction shall be charged against the account balance of each terminated participant responsible for the expense.

Listed below are the Plan's individual processing transactions and their related fees as they occur under the Plan:

<u>Transaction</u>	<u>Expense</u>
Distributions at termination of employment	\$40 for each distribution required for liquidation of your 401(k) account by cashing it out, rolling into an Individual Retirement Account (IRA) or rolling into another employer's qualified retirement plan.

Actively Employed Participants:

Individual fees and expenses attributable to an individual transaction shall be charged against the account balance of each active participant responsible for the expense.

Listed below are the Plan's individual processing transactions and their related fees as they occur under the Plan:

Transaction

Expense

In-Service distribution fee	\$40 is the cost for obtaining an in-service distribution from your 401(k) account when you reach the age of 59 ½ or older and are still employed with the company.
Hardship withdrawal distribution fee	\$40 is the cost for obtaining a hardship withdrawal distribution from your 401(k) account. There are specific criteria and rules involved when applying for this distribution. Please consult your Plan Administrator for information regarding this distribution, to see if you qualify.
Required Minimum Distributions (RMDs)	\$40 is the cost for this Internal Revenue Service (IRS) required distribution which must happen no later than April 1 of the year following the date you reach age 70-1/2 (the date six months after your 70 th birthday) if you are an owner of the company. All participants that still have a vested account balance after reaching 70-1/2 and are terminated are required to take these distributions. Your plan administrator will contact you if you are affected by this requirement.
Qualified Domestic Relations Order (QDRO)	\$500.

Investment Expenses

Under the terms of the Plan, you may direct the investment of one or more of your accounts among the different investment options offered.

Also, the Plan is designed to be an ERISA section 404(c) plan, which allows you to control your investment and makes you responsible for the investment returns (gains or losses) on your accounts. Because you are given control over your accounts, the plan fiduciary may not be liable for losses that result from your investment decisions.

Investment returns may vary based on the investment options used in a retirement account. Typically, the returns (gains or losses) you receive on your investment will be net of any operating expenses; investment transfer fees; redemption fees; or surrender charges.

Before making your investment decisions, use the following information to help you identify those fees or expenses chargeable against your account for the purchase or sale of an investment.

The Plan currently provides investments through the following investment company:

Investment Company: Nationwide
Website: www.nationwide.com/REALtirement

You may contact Nationwide for more information at 1-800-772-2182 Monday through Friday 8:00 a.m. – 11:00 p.m. Eastern Standard Time (excluding holidays). They are also available on Saturdays from 9:00 a.m. – 6:00 p.m. Eastern Standard Time (excluding holidays).

In addition, you can find a comparative chart summarizing and comparing all investment related fees and expenses that apply to each of the designated investment alternatives that are available under the Plan at: www.nationwide.com/REALtirement.

Impact on Your Account Reporting

Fees or expenses charged against your account will be reported, at least quarterly, on your account statement. Your statement will show the actual dollar amount for each fee or expense charged during the reporting period, along with a brief description. Additional disclosures will be provided on your account statement.

Assistance with Questions

If you have any questions about this Policy, contact the Plan Administrator at:

Navajo Technical University
PO Box 849
Crownpoint, NM 87313-0849
(505) 387-7368 Wanda, (505) 387-7367 Brenda, (505) 387-7376 Geraldine
Geraldine Gamble: ggamble@navajotech.edu, Wanda Cooke: wcooke@navajotech.edu,
Brenda Tom: btom@navajotech.edu

You may also contact the Plan's Third-Party Administrator at:

Legacy Benefit Services, LLC
5600 S. Quebec Street, Suite 141B
Greenwood Village, CO 80111
(303) 996-6090
Fax (303) 996-6094
Paul Levett, Theresa Gargan, Shawn Traudt, Leslie Levett
paul@lbsretire.com, theresa@lbsretire.com, shawn@lbsretire.com, leslie@lbsretire.com