

MASTER SERVICES AGREEMENT

for

CITY OF DELRAY BEACH

(the “Plan Sponsor”)
Group Client Number

100788

This Master Services Agreement is dated October 25, 2025, or such earlier or later date as modified under Section 11.1 (“**Effective Date**”), and describes the terms under which Empower Retirement, LLC (“**Empower**”) will provide Services to the Plan Sponsor relating to the employee benefit plans or plans sponsored by Plan Sponsor, as identified in the attached Schedules (the “**Plan**” or “**Plans**”).

1. DEFINITIONS

The following terms have the meanings below. Additional capitalized terms are defined in the Agreement. The words “include,” “includes,” and “including” in this MSA are to be read as if they were followed by the phrase “without limitation”.

“**Affiliate**” means a corporate entity that directly or indirectly is controlled by or is under common control with a party, including any entity that conforms to this definition after the Effective Date.

“**Agreement**” means this MSA, and any Exhibits, Schedules, notices, and other documents attached to, incorporated in or referenced in the MSA, Exhibits, or Schedules.

“**Business Day**” means any day, and only for as many hours as, the New York Stock Exchange is open.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Confidential Information**” means certain information of the other party, including trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary information, software, or websites of a party.

“**Data**” means Personal Data and Plan Data.

“**Data Protection Laws**” means any law relating to the protection of Personal Data that applies to Empower’s Services under the Agreement.

“**Direction**” and “**Direct**” and their similar terms mean the instruction, authorization, or direction given to Empower by Plan Sponsor, another fiduciary of the Plan, or a person or third party that Empower reasonably believes to be authorized to act for Plan Sponsor or another fiduciary. Plan Sponsor directs Empower to process certain Plan transactions based solely on Participant instruction under the terms of the Agreement.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**Empower Materials**” means, collectively, all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its Affiliates hereunder.

“**Empower Software**” means all software and websites owned, licensed, or made available by Empower.

“**Information Security Breach**” means a confirmed compromise of an information system within the authority or responsibility of Empower that results in: (i) the unauthorized access, acquisition, disclosure, modification or use of unencrypted Data, or encrypted Data where the encryption key has also been compromised. An Information Security Breach includes theft or malicious use, or both, of Data by Empower personnel.

“Investment Options” means those investment options made available under the Plan as determined by Plan Sponsor or another Plan investment fiduciary designated by Plan Sponsor (other than Empower or one of its Affiliates).

“MSA” means this Master Services Agreement and any Exhibits attached to, incorporated in or referenced in this Master Services Agreement.

“Operational Audit” means, collectively, a review and performance of operational and administrative audits limited to Plan records, data and information.

“Participant” means an individual who is or may be entitled to participate in or receive benefits under the Plan.

“Personal Data” means information that identifies or is reasonably capable of being associated with a Participant and includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act but excludes publicly available data and data from which individual identities have been removed and that is not linked or reasonably linkable to any individual.

“Plan Administrator” means a designated employee or committee, or a third party retained by Plan Sponsor or named by the Plan (other than Empower or one of its Affiliates), to be the “plan administrator” and “named fiduciary” as defined by applicable law.

“Plan Service Center” means a Plan Sponsor website or comprehensive plan management and education tool provided by Empower and designed to provide Plan Sponsor and other designated Plan contacts with virtual access to the Plan.

“Plan Data” means non-public Plan level information provided to Empower in connection with receipt of the Services but excludes data that is de-identified and aggregated for benchmarking and research purposes.

“Plan Sponsor” means Plan Sponsor identified above, the Plan Administrator, named fiduciaries, and other delegates of Plan Sponsor (other than Empower or one of its Affiliates) as dictated by the context.

“Plan Sponsor Materials” means, collectively, all materials, trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Empower for use in providing the Services.

“Services” means the services provided by Empower or an Empower Affiliate, as applicable, acting as a service provider Directed by Plan Sponsor to perform such Services under an applicable Schedule. Empower shall provide the Services in a non-fiduciary capacity (except where Empower acknowledges its fiduciary status in writing).

“Subprocessor” means any person (including any third-party service provider and any Empower Affiliate, but excluding personnel employed by such parties) engaged by Empower to process Personal Data.

“TOA” means the date that the initial Plan assets transfer to Empower.

2. SCOPE OF THE AGREEMENT

The Agreement describes the terms under which Plan Sponsor may receive Services from Empower or an Empower Affiliate, as applicable, under one or more separate Schedules. These terms are incorporated by reference into each Schedule entered into between the parties. Each Schedule is a

separate agreement between Plan Sponsor and the Empower Affiliate that enters into the Schedule. All references to “Empower” in this MSA are deemed references to Empower or the Empower Affiliate, as applicable, that entered into the Schedule.

3. FEES

3.1. Fees. Plan Sponsor shall pay Empower for the Services under the terms of each Schedule or attachment to this MSA. Unless otherwise Directed by Plan Sponsor, Plan Sponsor Directs Empower to deduct applicable Plan expenses from the Plan or Participant accounts, or both, as applicable.

4. CONFIDENTIALITY

4.1. Confidential Information. Both parties may have access to Confidential Information. All Empower Materials are Confidential Information of Empower. The parties shall hold all Confidential Information of the other party in confidence and shall not disclose any Confidential Information of the other party to anyone except the parties’ Affiliates, suppliers, and respective personnel relating to the performance or receipt of Services, or as otherwise directed or approved by the other party. Confidential Information does not include: (a) information that is otherwise in the public domain through no action of the non-disclosing party; (b) information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; and (c) information that is independently developed by a party without reference to the Confidential Information of the other party.

4.2. Permitted Disclosures of Confidential Information.

4.2.1. Legally Required Disclosures. If a party is required to legally disclose the other party’s Confidential Information, such party shall notify the other party of the requirement as soon as reasonably practicable and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information as permitted by law. The foregoing does not apply to (a) broad-based regulatory examinations associated with a party’s general business or operations; (b) disclosures made in conjunction with a law enforcement investigation or inquiry; (c) where notice is prohibited by law, (d) or any request submitted pursuant to Florida Public Record Laws. For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act of 1934, as amended, Empower or its Affiliates and services providers, or any or all of them, may provide the name, address and share position of the Plan relating to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the Plan’s name and address for any purpose other than corporate communications of the type contemplated under the rules.

4.2.2. Authorized Disclosures. Empower may disclose Data to Empower’s Affiliates and service providers in connection with Empower’s performance of Services under the Agreement. Empower may disclose Data to Plan Sponsor’s advisors, third-party administrators, service providers (such as payroll providers) and representatives authorized by Plan Sponsor in writing to receive such Data. Empower may use and disclose, for benchmarking and research purposes, de-identified Data that is aggregated with other anonymized data of a similar nature across Empower’s client base in a manner that makes such Data unidentifiable to a particular individual or plan. Empower’s current Privacy Notice is attached to this MSA as Exhibit 3 but does not lessen any of Empower’s obligations regarding Personal Data in the Agreement. Empower may deliver any changes to the Privacy Notice to Plan Sponsor through the Plan Service Center or by email to the designated representatives of Plan Sponsor. If the Privacy Notice conflicts with the terms of the MSA or Exhibit 1, or both, the MSA or Exhibit 1, as applicable, controls.

4.2.3. Disclosures of Personal Data to Plan Sponsor. Plan Sponsor may Direct Empower to provide Plan Sponsor or its designated agent with information (which may include Personal Data) received from or about Participants in connection with the performance of Services under the Agreement, which may include private information shared by the Participant during recorded phone calls and written or electronic correspondence.

5. DATA PROTECTION

5.1. Mutual Obligation to Protect Data. Empower and Plan Sponsor shall conduct all collection, use and disclosure of all Data in compliance with all applicable Data Protection Laws. Each party shall implement, support, and maintain appropriate physical and logical security measures designed to secure Data, and shall take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of Personal Data. Empower maintains a comprehensive data security program designed to safeguard Data and access to Empower Software and Empower systems, as described in the Data Security & Privacy Addendum attached to this MSA as Exhibit 1.

5.2. Mutual Notice of an Information Security Breach. Empower shall notify Plan Sponsor of an Information Security Breach as stated Exhibit 1, Data Security & Privacy Addendum. To help Empower facilitate the safety of Data and Participant accounts, Plan Sponsor shall notify Empower: (i) promptly if a security breach of Plan Sponsor's systems occurs that could impact Empower's systems or the integrity of Data sent to Empower, including a suspected virus or malware event; and (ii) immediately on discovering a compromise of the security or log-on credentials of any Plan Sponsor employee or agent that has a plan administration role in Empower's system. Such notice must include: (a) information reasonably necessary to enable Empower to promptly put additional protective measures in place, such as file scrubbing protocols or fraud alerts on Participant accounts; and (b) the corrective action taken to remedy the breach.

6. BUSINESS CONTINUITY & DISASTER RECOVERY

Empower shall maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide mission-critical Services if a natural disaster or other interruption of normal business operations occurs. Empower shall test such procedures at least once annually. Empower Financial Services, Inc.'s current Business Continuity Plan Notice is attached to this MSA as Exhibit 4. By executing this MSA, Plan Sponsor acknowledges receipt of this Notice.

7. RECORDS

7.1. Record Retention. Empower shall retain all records in its custody and control that are pertinent to performance under the Agreement under its record retention policy and as required by law. Each party shall return or destroy the other party's Confidential Information and data once it is no longer required to perform or receive the Services, provided that the parties are not obligated to destroy copies of Confidential Information or data that must be retained for audit, legal or regulatory purposes, or that is stored in non-readily accessible electronic format, such as on archival systems; in such cases each party's data protection obligations continue until such data is destroyed under each party's record retention policy.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Plan Sponsor Materials. Plan Sponsor owns all Plan Sponsor Materials. Plan Sponsor Materials do not include Empower Materials. Plan Sponsor grants Empower a limited, non-transferable revocable right and license to use the Plan Sponsor Materials in materials created by Empower in

connection with providing the Services. This license includes the right to permit use by Empower's affiliates and subcontractors solely for the purpose of performing the Services under this Agreement. Empower may reference client partnerships in the normal course of its public-relations communications or in materials prepared at the request of prospective clients. Empower shall not use Plan Sponsor's name, logo or reference the client partnership in any public-facing materials without Plan Sponsor's prior written consent.

8.2. Empower Materials. Empower and its Affiliates own all Empower Materials. Empower Materials do not include Plan Sponsor Materials. Empower grants to Plan Sponsor and Participants (as applicable) a non-exclusive, non-transferable license to use the Empower Materials during the Term for purposes of using Empower's Services hereunder and subject to any terms of use associated with Empower Software. All rights relating to Empower Materials not specifically granted hereunder are reserved by Empower. Empower may exercise quality control over all uses of any trademarks, logos, or brands included in Empower Materials under this Agreement to maintain the validity of the same and to protect the goodwill associated therewith.

9. INDEMNIFICATION, LIMITATION OF LIABILITY & INSURANCE

9.1. Indemnification. Empower indemnifies Plan Sponsor from and against all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards (collectively, "**Damages**") asserted by a third party resulting from Empower's breach of this Agreement, negligence, or willful misconduct. Notwithstanding anything to the contrary in the Agreement, Empower shall not be liable to Plan Sponsor for any Damages resulting from: 1) any acts or omissions undertaken at the Direction of Plan Sponsor or any agent or any third party authorized by Plan Sponsor to provide Direction to Empower, including prior service providers, investment advisors, or any authorized agent thereof; 2) any performance of the Services that is in strict compliance with the terms of this Agreement; or 3) Plan Sponsor's or its designee's failure to provide accurate documents, material, information or data to Empower or its Affiliates, as applicable on a timely basis. Empower and its directors, officers, employees and authorized representatives are not responsible for the investment performance of any Investment Options under the Plan.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. Furthermore, in no case, whatsoever, shall such limits extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence.

9.2. Limitation of Liability. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3. Insurance. During the Term, Empower shall, at its own cost, procure and maintain insurance coverage that is reasonably appropriate to the Services provided under the Agreement. The requirements in this section do not limit or qualify the liabilities and obligations of Empower under the Agreement. Empower agrees to maintain general liability insurance with limits no lower than \$1,000,000 per occurrence and \$2,000,000 aggregate and includes City of Delray Beach as an additional insured.

10. DISPUTE RESOLUTION

The parties shall engage in reasonable and good faith discussions to resolve any dispute relating to the Agreement. If the parties cannot agree to resolve a dispute, the parties may submit the dispute to non-binding mediation conducted by a private mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation will be borne equally by the parties, and each party shall pay its own expenses. If the parties cannot resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately on such refusal.

11. TERM & TERMINATION

11.1. Term & Termination. This MSA starts on the Effective Date and continues for five (5) years, with two (2) one-year renewal options, unless terminated earlier pursuant to the terms of this MSA (the “**Term**”). If this MSA terminates before the completion date designated in any Schedule, such Schedule automatically terminates. If any Services are provided before the Effective Date, including implementation and conversion services, or the receipt of payroll contributions, the Effective Date is modified to the date that Empower or its Affiliate determines that such contributions are in good order, and this MSA will be in effect for the limited purpose of accepting such contributions and holding them in trust. For all other Services, the Effective Date will be on TOA.

11.2. Termination for Convenience. Either party may terminate this MSA or any Schedule attached to this MSA by delivering ninety days advance notice to the other party. The termination of this MSA also immediately terminates all Schedules to the Agreement.

11.3. Termination for Default. Either party may, on notice, terminate this MSA or any Schedule attached hereto if the other party materially breaches or is in default of any material obligation under this Agreement, which default is incapable of cure, or which being capable of cure, has not been cured within ninety days after receipt of notice of such default from the non-defaulting party, or within such additional cure period as mutually agreed on by the parties.

11.4. Transition Assistance Services. On termination of this MSA for any reason, Empower shall provide to Plan Sponsor the deconversion and transition assistance services described in the Schedules.

12. MISCELLANEOUS

12.1. Affiliates & Agents. Empower may use the services of Affiliates, agents and suppliers selected by Empower. Empower’s use of any such party does not relieve Empower of its obligations under the Agreement and Empower remains liable for the performance of such Services.

12.2. Relationship of the Parties. The parties are independent contractors. Neither party nor its personnel are considered employees of the other party for any purpose. None of the provisions of this MSA create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party under either this MSA or actions taken under this MSA. The parties are responsible for their own taxes, including income, franchise, privilege, gross receipts, sales and use, excise, real and personal property (including software), payroll and any other taxes or assessments, surcharges or governmental charges that may be imposed, levied, collected or assessed by a taxing jurisdiction. If applicable, the parties shall reasonably cooperate with each other to enable each party to

more accurately determine its own tax liability and to minimize such liability if legally permissible and administratively reasonable.

12.3. No Third Party Beneficiaries. This MSA is solely for the benefit of the parties and their Affiliates and is not intended to confer any rights or remedies on any other person.

12.4. Assignment. This MSA binds each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this MSA in connection with one or more of the following: (i) the sale of substantially all its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this MSA; (ii) a merger, acquisition or divestiture; and (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.

12.5. Entire Agreement. The Agreement constitutes the entire agreement of the parties relating to the subject matter thereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services. This MSA or any Schedule may be amended only by written agreement of the parties. Emails do not constitute a written agreement. Notwithstanding the foregoing, Empower may make enterprise-level changes to add or enhance the Services, update the method of providing the Services without any reduction in performance, or modify the Services to align with applicable laws. No waiver of any breach of any provision of this MSA constitutes a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and all waivers must be made in writing.

12.6. Governing Law; Waiver of Jury Trial. Unless a Schedule says otherwise, this MSA is construed and enforced under and governed by the laws of the state of Florida, without regard to conflict of law principles, and any claim arising under or related to this MSA is subject to the exclusive jurisdiction of the federal and state courts located in Palm Beach County, Florida. Both parties waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this MSA to the fullest extent permitted by law.

12.7. Force Majeure. Neither party is liable to the other for all losses, damages, costs, charges, attorney fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including labor disputes, riots, war and war-like operations including acts of terrorism, explosions, sabotage, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, epidemics, pandemics, acts of God, disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party.

12.8. Severability. If any provision of this Agreement is or becomes illegal, invalid or unenforceable, it will be considered separate and severable from the Agreement and the remaining provisions remain in force and bind the parties as though the illegal, invalid, or unenforceable provision had not been included.

12.9. Notices. All notices required by this MSA must be in writing and must be sent to Empower and Plan Sponsor as stated below. All notices are effective on receipt.

Notice To Empower:

Empower Retirement, LLC
8515 East Orchard Road

Greenwood Village, CO 80111
Attn: Market Segment Head

With a copy to:

Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

Plan Sponsor:

City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

With a copy to:

City Attorney's Office
200 NW 1st Avenue
Delray Beach, Florida
Attn: City Attorney

12.10. No Tax or Legal Advice. Nothing in this MSA intends to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Empower has not given and will not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel or tax adviser or both.

12.11. Survival. The provisions of the following sections survive the termination of this MSA: Fees; Confidentiality; Data Protection; Record Retention; Intellectual Property Rights; Indemnification; Limitation of Liability; Dispute Resolution; Transition Assistance Services; No Third-Party Beneficiaries; Governing Law; Waiver of Jury Trial; Severability; No Tax or Legal Advice; Survival; and any other section that would by its context be reasonably expected to survive termination.

12.12. Applicable Florida Law.

12.12.1 Empower shall comply with public records laws, specifically to records related to the performance of services under the Agreement:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Empower does not transfer the records to the City.

- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Empower or keep and maintain public records required by the City to perform the service. If Empower transfers all public records to the City upon completion of the Agreement, Empower shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Empower keeps and maintains public records upon completion of the Agreement, Empower shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If Empower does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

12.12.2. Empower is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Empower. Empower understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Empower to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

12.12.3. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

12.12.4. By entering into this Agreement, Empower acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Empower affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor performing services under this Agreement knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Empower, Empower may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of Empower.

12.12.5. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business

with any public entity. By execution of this Agreement, Empower represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

12.12.6. Pursuant to Section 287.135, Empower is ineligible to enter into, or renew, this Agreement if Empower is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

a. By entering into this Agreement, Empower certifies that Empower is not on the Scrutinized Companies that Boycott Israel List, and that Empower is not engaged in a boycott of Israel.

b. Empower shall notify the City if, at any time during the term of this Agreement, Empower is placed on the Scrutinized Companies that Boycott Israel List, or that Empower is engaged in a boycott of Israel. Such notification shall be in writing and provided by Empower to the City within ten (10) days of the date of such occurrence.

c. In the event the City determines, using credible information available to the public, that Empower has submitted a false certification or Empower is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Empower, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Empower.

d. Empower shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

12.12.7. By its execution of this Agreement, Empower acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

12.12.8. Empower and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any

related federal, state, or local laws, rules, and regulations. Empower agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. Empower's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

12.12.9. Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Empower shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Empower represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

12.12.10. Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Empower shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a party provides a false certification or otherwise violates Section 287.138, Florida Statutes.

12.12.11. Empower has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to the City.

[Signature Page Follows]

The parties have signed this MSA as of the Effective Date.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

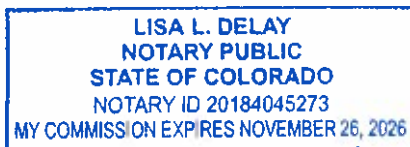
EMPOWER

By: _____

Print Name: Robert Dwyer

Title: Vice President, Government Markets

(SEAL)



STATE OF Colorado
COUNTY OF LaPoudre

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 4 day of 25, 2025 by Robert Dwyer (name of person), as Vice President (type of authority) for Empower (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced Empower Security Badge

Notary Public – State of Colorado
Lisa L. DeLay

EXHIBIT 1: DATA SECURITY & PRIVACY ADDENDUM

This Data Security & Privacy Addendum applies to Empower and its Affiliates and describes how Empower protects Data (the “**Addendum**”).

1. Definitions. The following terms have the meanings below. Additional capitalized terms are defined in the Agreement.

“**Business Purpose**” means, collectively, the following purposes: to maintain or service retirement accounts, provide Participant service, education and support, to offer financial wellness programs to Participants, to maintain online Participant accounts, to provide call center services, to respond to inquiries, to provide benchmarking services to Plan Sponsor, and additional specific services as further described in one or more Schedules to the MSA.

“**Information Security Policies**” means documented policies that Empower reviews and approves at least annually, internally publishes and communicates to appropriate personnel.

“**Regulatory Audit**” means an on-site audit of Empower’s network security relevant to the security of Plan Data.

2. Direction. Plan Sponsor Directs Empower and its Affiliates (and authorizes Empower and its Affiliates to direct each Subprocessor), where applicable, to process Personal Data as follows: (a) under the Agreement and any amendments; and (b) as initiated by Participants in their use of the Services.

PRIVACY

3. Compliance. Each party agrees and certifies that such party complies with all applicable Data Protection Laws, in connection with this Agreement. Empower will notify Plan Sponsor if it determines that it is no longer able meet its obligations under applicable Data Protection Laws.

3.1. Empower processes Personal Data to provide the Services under the Agreement for the Business Purpose.

3.2. Except as otherwise permitted by applicable Data Protection Laws, Empower shall use, disclose, and retain Personal Data solely for the Business Purpose and shall not use, disclose, or retain Personal Data for commercial purposes other than for the Business Purpose. Except as otherwise permitted under applicable Data Protection Laws, Empower shall not use, disclose, or retain Personal Data processed in connection with the Services outside the direct business relationship with Plan Sponsor nor combine Personal Data that it received from, or for, Plan Sponsor with personal information that it received from another source or collected from its own interaction with the consumer, except as required to provide the Business Purpose or as otherwise permitted by applicable laws.

3.3. Empower shall not sell or share Personal Data in any manner in violation of applicable Data Protection Laws.

3.4. On prior written notice to Empower, Plan Sponsor may take reasonable and appropriate steps to (i) ensure the Personal Data Empower uses is collected in a manner that complies with applicable Data Protection Laws and (ii) stop and remediate any unauthorized use of Personal Data by Empower.

3.5. Empower shall enable Plan Sponsor to comply with consumer requests made under applicable Data Protection Laws if compliance with such requests is required by applicable Data Protection Laws.

3.6. Empower shall implement security practices and procedures appropriate to the nature of the Personal Data as stated in this Exhibit.

4. Data Subject Rights. If Empower receives a request from a Participant relating to the Participant's rights under applicable Data Protection Laws (such as a "right to know" or "right to delete" request), Empower shall direct such Participant to take the request to Plan Sponsor. Empower shall cooperate with any request by Plan Sponsor to respond to requests as required by applicable Data Protection Laws.

5. Subprocessing. Empower may engage its Affiliates and third parties as a Subprocessor in connection with the provision of Services under the Agreement. Empower shall carry out reasonable due diligence as appropriate to the nature of the services provided by each Subprocessor to ensure that the Subprocessor can protect Personal Data in a manner required by this Addendum.

DATA SECURITY

6. Data Security. Empower shall implement appropriate technical and organizational measures designed to protect Personal Data under the requirements of any Data Protection Laws. Empower's Information Security Policies and related policies address the management of information security and the security controls employed by the organization. These policies include:

6.1. An information security board that is responsible for the development, implementation, and ongoing maintenance of Empower's information security.

6.2. Information Security Policies (i) mandate the secure protection and handling of confidential data; (ii) comply with applicable laws; (iii) conform to or exceed applicable industry standards for the retirement plan services industry; and (iv) document, clear assignment of responsibility and authority for information security-related activities.

6.3. Policies covering acceptable computer use, record retention/destruction, information classification, cryptographic controls, access control, network security, removable media, remote access, mobile computing, and wireless access.

6.4. Regular testing of the key controls, systems, and procedures, including (i) testing of information technology general controls at least annually or whenever there is a material change in business practices; and (ii) infrastructure penetration tests and scans against internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards.

6.5. Policies and procedures based on Empower's Information Security Policies and designed to protect the security of data that is accessible to, or held by, Empower's third party suppliers. Such policies address, as applicable: (i) the identification and risk assessment of such supplier; (ii) minimum cybersecurity standards required to be met by such suppliers; (iii) due diligence processes used to evaluate the adequacy of supplier's cybersecurity practices; and (iv) periodic assessment of such suppliers based on the risk they present and the continued adequacy of their cybersecurity practices.

6.6. Use of appropriate administrative, technical, and operational measures designed to ensure Data is secure.

6.7. Monitoring, evaluating, and adjusting, as appropriate, its data security protocols summarized in this Exhibit, considering relevant changes in Data Protection Laws, Services, technology or industry security standards, the sensitivity of data collected or processed by Empower in the provision of its Services, and evolving internal or external risks. Empower may make updates to its data security protocols and the terms hereof at any time without notice so long as such updates maintain a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting data.

7. Risk Management. Empower has a risk assessment program that includes regular risk assessments and management for risk identification, analysis, monitoring and reporting.

8. Human Resources.

8.1. Training. Empower provides training on its data security practices and privacy obligations to its personnel at the time they are employed and at least annually thereafter. Empower personnel are required to acknowledge their data security and privacy responsibilities under Empower's policies.

8.2. Personnel Controls. Empower completes appropriate pre-employment background checks and screening on its personnel and requires personnel to complete initial security training at the time they are hired by Empower and annually thereafter. All personnel attest annually to Empower's Code of Business Conduct and Ethics, which enforces the tenets of Empower's Information Security Policies and its privacy policies. Empower has disciplinary processes for violations of information security or privacy requirements, and promptly removes personnel access to Data on termination or applicable role change.

9. Physical and Environmental Safety.

9.1. Physical and Environmental Security Controls. Empower has appropriate physical and environmental controls to protect Empower's equipment, assets, and facilities used to provide services. Physical security includes (i) physical security in the protection of valuable information assets of the business enterprise; and (ii) the provision of protection techniques for the entire facility, from the outside perimeter to the inside office space, including the datacenters and wiring closets.

9.2. Ongoing Operations. Empower protects its facilities and systems containing Data from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

10. Communications and Operations Management Controls. Empower has policies and procedures in place for communications and operations management controls. Such controls address: hardening, change control, segregation of duties, separation of development and production environments, network security, virus protection, patch management, media controls, data in transit, encryption, audit logs, and time synchronization. Empower's Information Security Policies mandate ongoing operations security requirements, including installing or maintaining (i) security patches for operating systems and applications within standard timeframes based on severity; (ii) industry standard versions of operating systems, software and firmware for system applications and components; and (iii) up-to-date system security agent software which includes updated malware and virus definitions.

11. Access Control.

11.1. Access Control. Empower uses access controls designed to ensure that only Empower personnel with the proper need and authority can access its internal recordkeeping system and associated data. Empower's access controls include: limiting access to personnel with a requirement to view Personal Data; establishing least-privilege controls to protect systems and Personal Data; generation of audit trails; periodic review and approval of personnel who need to access the Empower recordkeeping system; and termination of personnel access promptly following severance from employment.

11.2. Authentication. Empower authenticates user identity through appropriate authentication controls such as strong passwords, token devices, or biometrics. Passwords must meet minimum length and complexity requirements.

11.3. Remote Access to Empower Systems. Empower uses multi-factor authentication for remote access to its systems.

12. Information Systems Acquisition, Development and Maintenance.

12.1. Systems Development Security. Empower addresses data security as part of information systems development and operations and follows secure coding methodologies based on application development security best practices.

12.2. Software Security Management. Empower's information systems (including operating systems, infrastructure, business applications, off-the-shelf products, services, and user-developed applications) adhere to Empower's Information Security Policies.

12.3. Vulnerability Assessments/Ethical Hacking. Empower performs vulnerability assessments and penetration testing against internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with Empower's Information Security Policies.

12.4. Cryptography/Encryption. Empower uses cryptography techniques that assist Empower with preventing unauthorized capture, modification of or access to data or information. Empower uses standard encryption algorithms that follow up-to-date encryption standards and industry practices. Such cryptography techniques may include: encryption of sensitive data sent across external communication lines; requirement of minimum 128-bit encryption and TLS encryption for web browsers; and encryption of Personal Data while stored on laptops, mobile devices, and in recordkeeping databases.

13. Information Security Breach Management.

13.1. Incident Management Program. Empower maintains investigative measures and techniques for incident handling, including a formalized, enterprise-wide Computer Security Incident Response Team and processes which are tested at least annually.

13.2. Information Security Breach Response. Empower shall notify Plan Sponsor after becoming aware of any Information Security Breach under all applicable Data Protection Laws. Empower shall (i) keep Plan Sponsor informed of significant developments in connection with the investigation of such incident; (ii) investigate and assist any regulator or other governmental body with oversight over the Information Security Breach in investigating, remedying and taking any other action regarding the Information Security Breach as appropriate or required by law; and (iii) provide Plan Sponsor with information about remedial measures that have been undertaken to prevent such Information Security Breach from reoccurring. If individual or regulatory notifications are required under applicable Data

Protection Laws, the parties will cooperate relating to notifications. If Empower's failure to abide by its obligations as stated in this Addendum causes the Information Security Breach, Empower shall bear the costs of such notifications and provision of credit monitoring services to affected individuals as required by law or otherwise appropriate in Plan Sponsor's and Empower's reasonable judgment.

14. Plan Sponsor Assessment Rights.

14.1. Assessment by Cybersecurity Assurance Package. Within the Plan Service Center, Empower provides its SOC 1 and SOC 2 report. On request, Empower will provide its Cybersecurity Assurance Package, which currently consists of the following: Cybersecurity Assurance Reference Guide Outline, available IT certification reports (e.g. Verizon CRP), completed Standard Information Gathering questionnaire with related supporting materials, and Response to the DOL Cybersecurity Best Practices (together with the SOC2 and any information Empower may disclose in a security assessment, "Data Security Information"). Data Security Information is Empower Confidential Information. Notwithstanding anything to the contrary in the Agreement, Plan Sponsor will (i) share Data Security Information only with employees of Plan Sponsor that have a need to know such information in order to evaluate the security of Empower; and (ii) not upload or input any Data Security Information to any portal or hosted website.

14.2. Regulatory Assessment. If Plan Sponsor's governmental regulators require it to perform an on-site audit of Empower's network security, as supported by evidence provided by Plan Sponsor, Plan Sponsor may conduct a Regulatory Audit. Unless Plan Sponsor's governmental regulators require a different notice or frequency, such Regulatory Audit may be conducted by Plan Sponsor once per year at a mutually agreed-on time with at least sixty days' advance notice to Empower. If a Regulatory Audit requires the equivalent of more than two Business Days of Empower Personnel's time to support such audit, Empower may charge Plan Sponsor an audit fee at Empower's then-current rates for each day thereafter.

14.3. Miscellaneous. This Addendum is governed by and incorporated into the Agreement. If the Agreement and this Addendum conflict, the Agreement prevails.

**EXHIBIT 2:
PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE
TRADING**

This Exhibit 2 shall apply to any Recordkeeping Services Schedule under the Master Services Agreement

**PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE
TRADING POLICIES**

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

01/2022

EXHIBIT 3: PRIVACY NOTICE

PRIVACY NOTICE

REV 3/2025



FACTS	What does Empower Retirement, LLC (Empower) do with your personal information?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances. • Retirement assets and transaction history. • Employment information and income. <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower chooses to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES EMPOWER SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call toll-free at 855-756-4738 or go to empower.com/privacy
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WHO WE ARE	
Who is providing this notice?	Empower and its affiliates. A list of companies is provided at the end of this notice.
WHAT WE DO	
How does Empower protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical, and procedural safeguards, such as building and system security, and personnel training.
How does Empower collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Provide account information or apply for a loan. • Enter into an investment advisory contract or seek advice about your investments. • Tell us about your investment or retirement portfolio. <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the Empower names, as listed below, and other financial companies such as Empower Advisory Group, LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Empower does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Empower doesn't jointly market.</i>
WHO IS PROVIDING THIS NOTICE?	
<p>Empower Retirement, LLC; Empower Annuity Insurance Company of America; Empower Life & Annuity Insurance Company of New York; Empower Plan Services, LLC; Empower Advisory Group, LLC; Empower Financial Services, Inc.; The Canada Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of South Carolina; Empower Capital Management, LLC; Empower Funds, Inc.; Empower Trust Company, LLC; Empower Holdings, LLC; Empower Annuity Insurance Company; TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; Mullin TBG Insurance Agency Services, LLC; COMOSA REIT Corp. Empower Personal Wealth, LLC; Personal Capital Services Corporation; Empower Services Holdings US, LLC; PAFI, LLC; PAFL, LLC; and PanAgora Holdings Inc. Empower and/or certain affiliates also administer certain insurance policies on behalf of other insurance companies as a "third-party administrator" in connection with certain acquisitions it has made of businesses previously owned by other companies.</p>	

EXHIBIT 4: BUSINESS CONTINUITY PLAN NOTICE

BUSINESS CONTINUITY PLAN NOTICE

Empower Financial Services, Inc. ("Empower"), a subsidiary of Empower Annuity Insurance Company of America and affiliate of Empower Life & Annuity Insurance Company of New York* and Empower Retirement, LLC, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back office operation facilities becomes unavailable for any reason, communications will be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all employees.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Record keeping and administrative services are provided by Empower Retirement, LLC, Empower Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than Empower Financial Services, Inc., a wholly owned subsidiary of Empower Annuity Insurance Company of America. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the the Company's website or can be obtained by requesting a written copy by mail.

BCP – Empower Customer Notice

Last Reviewed/Updated 04/2024

**SCHEDULE A-1:
RECORDKEEPING SERVICES & FEE SCHEDULE**

for the

LIST OF PLANS

1. **City of Delray Beach 457(b) Plan (“457(b) Plan”)**
[Group Account Number: 100788-01]
2. **City of Delray Beach 401(a) Plan (“401(a) Plan”)**
[Group Account Number: 100788-02]
3. **City of Delray Beach 401(a) Management Plan (“401(a) Plan”)**
[Group Account Number: 100788-03]
4. **City of Delray Beach General Employees DROP Plan (“401(a) Plan”)**
[Group Account Number: 100788-04]
5. **City of Delray Beach Police DROP Plan (“401(a) Plan”)**
[Group Account Number: 100788-05]
6. **City of Delray Beach Fire DROP Plan (“401(a) Plan”)**
[Group Account Number: 100788-06]

1. GENERAL

This Recordkeeping Services & Fee Schedule (“**Schedule**”) is a separate agreement between the parties and incorporates the terms of the MSA. Capitalized terms used but not defined in this Schedule have the meanings given to them in the MSA. If this Schedule conflicts with the terms of the MSA, the MSA controls, unless this Schedule specifically states that it prevails.

2. SCHEDULE TERM

2.1. Term. This Schedule starts on October 25, 2025 (“**Schedule Effective Date**”) and continues until terminated under the MSA or until the MSA is terminated (the “**Schedule Term**”).

3. NATURE OF EMPOWER’S SERVICES

3.1. Services. Empower shall provide the Services stated in this Schedule or as further described in the attached Exhibits. Empower shall perform the Services under the attached Performance Standards Exhibit A-3.

3.2. Fiduciary Status. Except for any Services which Empower has specifically agreed to act as a fiduciary under this Schedule, (i) Empower acts as a non-discretionary service provider Directed by Plan Sponsor or other Plan fiduciary and, as authorized by Plan Sponsor, by Participants; and (ii) performance of the Services do not involve the exercise of any discretion in the administration or management of the Plan that would cause Empower to be a fiduciary or a Plan Administrator as defined under the Code, ERISA, the Investment Advisors Act of 1940, or state law, as applicable. Plan Sponsor has appointed a Plan Administrator that has discretionary authority for the administration and management of the Plan. Empower shall not perform a Service that could cause it to have discretionary authority or responsibility for the administration or management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, relating to any Plan assets, except as specifically provided for under this Schedule.

4 PLAN SPONSOR RESPONSIBILITIES

Plan Sponsor shall fulfill the following duties and obligations:

4.1. Provision of Information. Empower will provide Plan Sponsor with the formats and processes by which Plan Sponsor or its third-party service provider will send Data to Empower. Plan Sponsor or its third-party service provider's timely provision of complete and accurate Data to Empower is required for Empower to provide the Services. Empower will rely on the accuracy and completeness of such Data and Empower has no duty or responsibility to verify such information. If Data is not provided in the format or process required by Empower, or if Empower identifies errors or omissions in the Data provided, Empower shall promptly notify Plan Sponsor to modify and update the Data.

If Plan Sponsor or its third-party service provider fails to provide such Data in a timely, complete or accurate manner, Empower shall not be liable for (i) failing to perform the Services; (ii) incomplete, inaccurate or untimely delivery of the Services; or (iii) any resulting penalties or costs incurred. If the foregoing occurs and results in Empower needing to manually manipulate and/or repeat any calculation or Service, complete any new forms, or revise any completed forms, Empower will charge Plan Sponsor a Reprocessing Fee.

4.2. Remitting Contributions and Allocation Instructions. Plan Sponsor shall collect and remit all initial and recurring contributions and loan repayments to Empower electronically through the Plan Service Center, or another mutually agreed-on manner within the time prescribed by applicable law. Empower is not responsible for monitoring the amount or timeliness, or both, of such contributions and loan repayments.

4.3. Plan Document Responsibilities. Plan Sponsor shall ensure that the Plan documents are accurate and complete, interpret Plan terms and review the Plan document services provided by Empower, if any. Plan Sponsor shall ensure that the Plan operates under its terms. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty days after such document or amendment, or both, is adopted.

4.4. Investment Options. Plan Sponsor shall select all Investment Options based on Plan Sponsor's or its agent's independent evaluation. Plan Sponsor shall notify Empower of the Investment Options including benchmarks, if applicable, intended to be serviced by Empower and such Investment Option services including benchmarks, if applicable, are only provided as agreed on by Empower and may be subject to certain limitations or conditions. Empower or its Affiliates may receive fees from mutual fund families or other Investment Option Sponsors or their affiliates for providing certain administrative or other services ("**Fund Service Fees**") in connection with the Plan. Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become unavailable to the Plan, Empower shall notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower.

4.5. Plan Sponsor Acknowledgement of Market Timing Procedures. The SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor acknowledges receipt of, and shall adhere to, the terms of the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policy attached as Exhibit 2 to the MSA, as amended.

4.6. Payment of Plan Expenses. Plan Sponsor may Direct Empower in writing to deduct Plan expenses from the Plan if Plan Sponsor determines that the Plan document and applicable law specifically allow deduction, and to remit to the party designated by Plan Sponsor.

4.7. Plan Sponsor Direction to Perform the Services. In performing the Services, Empower acts at the Direction of Plan Sponsor or other fiduciary of the Plan by following the procedures stated in a plan administration guide, administrative form, letter of direction or similar procedural document. If the procedures do not fully address a specific issue, Plan Sponsor shall provide Direction in a manner reasonably requested by Empower and Empower may rely on any such Direction by a person that Empower reasonably believes to be authorized to act for Plan Sponsor or other fiduciary. Plan Sponsor specifically intends that Empower has no discretionary authority in following such Direction.

4.8. Electronic Delivery.

4.8.1. Empower shall deliver Plan-related notices and other documents to Participants in an electronic manner, as follows:

4.8.1.1. Plan Sponsor Directs Empower to deliver Plan notices to the Participant's email address in the following order:

4.8.1.1.1. to a work or personal email address provided and agreed to by the Participant.

4.8.1.1.2. to a work email address provided by the Plan Sponsor under the "wired at work" method described in Department of Labor regulation §2520.104b-1. Plan Sponsor confirms the Participant has the effective ability at work to access notices delivered to the work email addresses provided to Empower.

4.8.1.1.3. to a personal email address provided by the Plan Sponsor or Participant under the "notice and access method" described in Department of Labor regulation §2520.104b-31.

4.8.1.2. If the "notice and access" delivery method is used, Empower shall send an initial notification of electronic delivery (§2520.104b-31(g)) by regular mail to each Participant at least ten days before delivering any Plan-related documents by email, unless Empower receives confirmation that the initial notification has already been provided to the Participant.

4.8.1.2.1. If notice of availability of a Plan-related document is returned undeliverable, Empower shall send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, Empower shall deliver Plan-related documents by regular mail to the Participant until Empower is provided another email address for the Participant.

4.8.1.2.2. Participants may request to receive a paper copy of a Plan-related document for no cost. Participants may opt out of electronic delivery and request that their Plan-related documents be delivered by regular mail at any time.

4.8.1.2.3. Empower shall maintain access to Plan-related documents on the Participant website under Department of Labor regulation §2520.104b-31(e).

4.8.1.3. If Empower is not provided with an email address, Plan-related documents will be delivered to the Participant via regular mail.

4.8.2. Plan Sponsor shall provide work emails in its records to Empower for all Participants that it has determined have the effective ability to access notices delivered to such email address at work under the Department of Labor's regulations (§2520.104b-1) by the TOA.

4.8.3. Electronic Delivery. Empower shall deliver Plan-related notices and other documents to Participants in an electronic manner as follows:

4.8.3.1. Plan Sponsor Directs Empower to deliver Plan notices to Participant's email address in the following order:

4.8.3.1.1. to a work or personal email address provided and agreed to by the Participant.

4.8.3.1.2. to a work email address provided by Plan Sponsor. Plan Sponsor confirms the Participant has the effective ability at work to access notices delivered to the work email addresses provided to Empower.

4.8.3.1.3. to a personal email address provided by Plan Sponsor.

4.8.3.2. If 4.8.3.1.3 above is used, Empower shall send an initial notification of electronic delivery by regular mail to each Participant at least ten days before delivering any Plan-related documents by email, unless Empower receives confirmation that the initial electronic delivery notification has already been provided to the Participant.

4.8.3.2.1. If notice of availability of a Plan-related document is returned undeliverable, Empower shall send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, Empower shall deliver Plan-related documents by regular mail to the Participant until Empower is provided another email address for the Participant.

4.8.3.2.2. Participants may request to receive a paper copy of a Plan-related document for no cost. Participants may opt out of electronic delivery and request that their Plan-related documents be delivered by regular mail at any time.

4.8.3.2.3. Empower shall maintain access to Plan-related documents on the Participant website.

4.8.3.3. If Empower is not provided with an email address, Empower shall deliver Plan-related documents to the Participant via regular mail.

4.8.4. Plan Sponsor shall provide work emails in its records to Empower for all Participants that it has determined have the effective ability to access notices delivered to such email address at work by the TOA and shall provide Empower with email addresses for all Participants that are eligible to enroll in the Plan after the Schedule Effective Date.

4.9. Review of Reports. Plan Sponsor shall review and monitor reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to confirm that the transactions indicated in the reports properly reflect the Direction provided or provide Empower with notice of discrepancies.

4.10. Error Correction.

4.10.1. Transactional and Trading Errors. If Empower does not accurately process or trade contribution, distribution, or investment instructions provided in good order by a Participant or Plan Sponsor and the error is brought to Empower's attention or identified by Empower, Empower shall correct the Plan or Participant account to reflect its financial position had the error not occurred.

4.10.2. Plan Operational Errors. If Empower has made an error that creates an operational or fiduciary issue for the Plan and the error is brought to Empower's attention or identified by Empower, Empower shall promptly notify Plan Sponsor and describe the corrective option Empower proposes to employ (the "**Correction**") that is consistent with the Internal Revenue Service, Department of Labor, or other agency correction guidelines, where applicable ("**Guidelines**"). Unless Plan Sponsor objects to the Correction and requests a change within five Business Days after receiving notice of the Correction, Plan Sponsor Directs Empower to promptly process the Correction. If Plan Sponsor requests a correction resulting in expenses more than what Empower would have incurred under the Correction, the Plan Sponsor shall bear such additional expenses.

4.10.3. Third-Party Trustee. If Plan Sponsor uses the services of a third-party trustee or custodian, or both ("**Third-Party Trustee**"), Empower shall not be required to perform any correction: (i) for a trading error that results from an error or omission by the Third-Party Trustee, (ii) to be performed under the terms of any service arrangements between Plan Sponsor and such Third-Party Trustee (the "**Third-Party Trust Agreement**"), (iii) that falls within error tolerance ranges under the Third-Party Trust Agreement, or (iv) that otherwise would exceed any requirements for error correction by the Third-Party Trustee under the Third-Party Trust Agreement.

4.10.4. Duty to Mitigate. Each party has a duty to mitigate any errors that are known or reasonably should have been known to minimize the expenses that may be incurred to correct such errors including promptly (i) providing the other party with notification of any error, (ii) providing approval of correction measures, as applicable, and (iii) taking such other reasonable steps as may be necessary.

4.10.5. Gain/Loss Compensation Policies for Error Correction. Empower may incur a gain or loss in the process of correcting a trade or adjusting a Plan or Participant account to correct certain errors due to changes in the share/unit price of an Investment Option between the original transaction date and the correction date. The adjusted position of Plan and Participant accounts are not impacted by gains or losses incurred by Empower to settle the Investment Option positions during correcting the account. If there are related errors across one or more Investment Options, Empower shall net gains and losses across all Investment Options involved in the associated errors. If a correction is made at Empower's expense, Empower incurs any loss and Empower retains any gain.

4.10.6. Errors Not Caused by Empower. If an error is caused by acts or omissions of the Plan Sponsor, Participants or Plan Sponsor's third parties, Empower will assist in the operational correction of the error but will not bear the cost of correcting the error.

4.11. Account Protection. Empower, Plan Sponsor or the Participant shall promptly notify the other parties if it discovers an unauthorized activity was made from the Participant's account. Empower shall investigate and take any appropriate steps, which may include working with law enforcement, to determine the root cause of the unauthorized distribution. Plan Sponsor shall cooperate in any such investigation and shall comply with reasonable requests for information. If Empower offers Participants protection against account losses that result from unauthorized transactions, Empower shall restore losses as of the date of the account loss once Empower has had sufficient time to conduct a preliminary investigation and attempt to determine the root cause. Such protection is not available if Plan Sponsor

refuses or neglects to follow commercially reasonable security practices, as stated in Section 5.1 of the MSA, or if the loss resulted from a compromise of the systems or security protocols of Plan Sponsor or its third party service providers (other than Empower).

5 PLAN INVESTMENT OPTIONS & FEES

5.1. Selection of Investment Options

5.1.1. The purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be made through Empower Financial Services, Inc., a broker/dealer Affiliate of Empower.

5.1.2. Plan Sponsor shall also Direct Empower to designate one of the Investment Options available to be the default investment (“**Default Investment Fund**”). If neither the Participant nor Plan Sponsor has provided Empower with investment directions in good order, Empower shall invest any contribution or other amount credited under the Plan in the Default Investment Fund. Plan Sponsor may designate a Default Investment Fund(s) for Participant contributions and may also designate a second Default Investment Fund for employer contributions.

5.1.3. Plan Sponsor Directs Empower and its Affiliates, as applicable, to cause all dividends, capital gain distributions, interest or other earnings paid by an Investment Option under the Plan to be reinvested in such Investment Option unless Directed otherwise by Plan Sponsor and agreed to by Empower.

5.2. Information Regarding Investment Options

Plan Sponsor Directs Empower to obtain, or cause its designee to obtain, all necessary information (including valuation, performance, prospectuses and other investment information) regarding any Investment Option available under the Plan from any third parties representing such Investment Options (each an “**Investment Option Sponsor**”). Empower shall make prospectuses for the Investment Options, as applicable, available electronically through one or more websites maintained by Empower or its Affiliates. If an Investment Option Sponsor does not provide all necessary information and Empower agrees, Plan Sponsor shall provide Empower or its designee the necessary information regarding the Investment Option. Empower is not responsible for the accuracy of any such information provided to Empower or its designee regarding any Investment Option, and neither Empower nor its designee has any duty or obligation to verify any such information.

5.3. Investment Option Changes.

5.3.1. Plan Sponsor may replace the Investment Options at any time, subject to applicable notice requirements. Plan Sponsor shall notify Empower of any changes to such Investment Options or the Default Investment Funds, and the parties shall agree on a process for the transfer of assets and investment elections, if applicable, from prior Investment Options to new Investment Options.

5.3.2. If the Investment Option Sponsor terminates any Investment Option, and Plan Sponsor wishes to replace the terminated Investment Option, Plan Sponsor shall replace the terminated Investment Option with an available fund from any fund company that currently has, or will enter into, a trading agreement with Empower.

6 PLAN IMPLEMENTATION, CONVERSION & ACH AUTOMATION

6.1. Initial Implementation and Conversion. Empower, Plan Sponsor and their designees, will coordinate the transfer of records and assets from the Plan's prior service providers to provide an accurate database for conversion of Plan administration to Empower, beginning at a time mutually agreed to by the parties. Plan Sponsor shall provide to Empower a full test file and all data elements required by Empower in good order from the prior service provider at least sixty days before the conversion date. Empower shall conduct Plan conversion during a period commencing on TOA and extending for a period to be agreed on by the parties (the "**Transition Period**"). During the Transition Period, Empower will not accept contributions, and will not process investment transfers or exchanges, distributions, loans or other Participant transactions unless specifically agreed on with Plan Sponsor. The prior service providers will process Participant contributions received before TOA and will issue final quarterly Participant statements.

6.2. Reconciliation of Trust Assets and Participant Accounts. If applicable, before the end of the Transition Period, Empower must receive the Plan's final records. The value of the assets held for the Plan must equal the aggregate value of Participant accounts, as reconciled by Empower and reviewed by Plan Sponsor. If there is a discrepancy in balances that cannot be resolved by Plan Sponsor or a prior service provider to the Plan, Plan Sponsor shall Direct Empower regarding the allocation of any surplus or shall arrange for contribution of additional amounts to the Plan to make-up any shortfall, as applicable, before the end of the Transition Period. Empower may extend the Transition Period because of the action or inaction of Plan Sponsor or a prior service provider, or because of inaccurate or incomplete information.

6.3. ACH Automation. Plan Sponsor Directs Empower to accept a transfer of Plan records that includes Participant ACH banking information as provided by Plan Sponsor or by the Plan's prior service provider, without any further review and validation by Empower of the ACH information provided.

6.3.1. In Directing Empower to accept a transfer of existing Participant ACH banking information to its recordkeeping system, Plan Sponsor certifies the following:

6.3.1.1. The Participant has previously authorized the Plan to process an ACH debit or credit, or both, of the Participant's account at the designated financial institution ("**Account**") in connection with all applicable Plan transactions and has authorized the designated financial institution, in the form of electronic fund transfer, to credit or debit, or both, the same to such Account.

6.3.1.2. The Participant has not revoked the ACH authorization for the Account before the transfer and the Plan shall treat the Participant's ACH authorization for the Account as remaining in effect until Empower receives a notice of cancellation from the Participant.

6.3.1.3. Plan Sponsor Directs Empower to administer all ACH transactions for all Plan purposes under the terms of Empower's separate ACH Agreement, which Plan Sponsor has adopted as the Plan's terms governing all applicable ACH transactions processed on the Empower platform.

6.4. Payroll Contributions Before TOA. If Empower agrees in writing to accept and hold in trust or custody employer and employee contributions to the Plan from payroll contributions that occur before TOA, the Schedule Effective Date is modified to the date that such contributions are determined to be in good order by Empower, and the Agreement will be in effect for the limited purpose of accepting such contributions and holding them in trust or custody. Empower will hold the contributions in trust or custody in a plan level account and Plan Sponsor will provide written Direction to Empower as to how such contributions will be invested until allocated to Participant accounts following TOA as Directed by Plan Sponsor. Empower is not responsible as recordkeeper for any assets that Empower has not received and accepted. If TOA occurs at the beginning of a calendar year and payroll contributions are accepted in the

prior calendar year under this section, Empower will not perform compliance testing or prepare the Plan's Form 5500 for the prior calendar year.

7 RECORDKEEPING AND ADMINISTRATION SERVICES & FEES

7.1. Basic Plan Administration Fee. Beginning on TOA, Empower will be entitled to the following annual administration fee ("**Basic Plan Administration Fee**"). This Basic Plan Administration Fee is used, in whole or in part, for administrative services provided by Empower as described in this Schedule. Some or all of the Basic Plan Administration Fee (or any other compensation, revenue, asset or source of funding available to Empower, in Empower's sole discretion) may be used by Empower to make payments to the Plan under a Plan Expense Account or similar arrangement, if applicable, between Plan Sponsor and Empower. All Services stated in this Schedule are included in the Basic Plan Administration Fee unless an additional fee is otherwise noted in this Schedule. If Plan Sponsor requests different or additional Services, the parties shall meet to discuss relevant Empower capabilities and any additional fees that may apply.

The Basic Plan Administration Fee is 0.04% per year.

The Basic Plan Administration Fee will be payable by the Participant on a quarterly basis, based on the average daily balance of Plan assets during the assessment period. Participants taking a full withdrawal before the processing date will be charged the quarterly Basic Plan Administration Fee for the applicable quarter at the time of withdrawal based on the average daily balance of the account during the partial period.

7.2. Revenue Credit Arrangement.

7.2.1. Empower shall pay to the Plan quarterly, the Revenue Credits amount as described below. Empower shall determine Revenue Credits by multiplying the Plan's average daily balance in each of the Plan's Investment Options for the quarter by the annual rate (prorated for the quarter) of Fund Service Fees paid to Empower by the Investment Option or its affiliates as reflected in the Plan's fee disclosure report (a copy of the Plan's most recent fee disclosure report is available on the Plan Service Center) ("**Revenue Credits**"). Plan Sponsor Directs Empower to allocate any Revenue Credits to Participant accounts proportionately based on the average daily balance of such accounts in the Investment Option during the quarter and to invest such amounts based on the Participant's investment elections relating to future contributions or, if none, the applicable Plan default fund. Empower shall determine and allocate Revenue Credits to the Participant accounts within forty-five days after the end of the quarter. If the MSA terminates, Empower shall determine and allocate Revenue Credits to the Plan in advance of the Plan's scheduled termination date based on an estimate of the Plan's average daily balance in each of the Plan's Investment Options.

7.2.2. Empower funds the Revenue Credit from Empower's general assets and the Revenue Credit is being made available as a reduction in the compensation that Empower would otherwise earn in connection with the Services. Empower will not set aside any specific funds in an account or fund for the Plan's benefit or otherwise segregated for purposes of funding this arrangement, and the Plan has no right, title or interest in any Revenue Credits before the Revenue Credit is paid to the Plan. No interest will be earned by the Plan or paid on Revenue Credits that are accrued. Plan Sponsor understands that the Investment Options are held in omnibus accounts and that the amount of service fees received by Empower relating to Plan assets from the Investment Options may differ from the amount of Revenue Credits due to differences in calculation methods between the Investment Options and Empower. Plan Sponsor has determined that the arrangement is consistent with the terms of the Plan and with its fiduciary obligations

and will not result in a violation of the Code or any other applicable law. Empower shall not be considered a fiduciary and shall not have or exercise any discretion relating to its offering or administration of this arrangement. The amount of the Revenue Credit may vary with changes in the Plan's Investment Options or if the amounts paid to Empower by the Plan's Investment Options change.

7.3. Trustee/Custodian Services. Trustee or custodian services, as applicable, are provided by Empower Trust Company, LLC ("**ETC**"). The compensation received by ETC for its services is reflected in the Plan's fee disclosure report provided by Empower and Section 7.3. Additional fees may be reflected in the trust/custodial agreement between ETC and Plan Sponsor. If Plan Sponsor selects a trustee or custodian, as applicable, that requires changes to any procedures or services in the Agreement, Empower may change fees in this section.

7.4. Omnibus Account. Assets awaiting investment or pending distribution are held in various omnibus accounts at an unaffiliated bank (collectively, the "Omnibus Account") to facilitate transactions for or in connection with the Plan. The Plan is not responsible for paying directly the expenses associated with ETC's maintenance of the Omnibus Account. However, the expenses of the Omnibus Account are defrayed by the earnings on the assets held in the Omnibus Account.

While assets are held in the Omnibus Account, the assets may generate earnings under circumstances summarized in the Float Disclosure provided to the Plan Sponsor and which may be made available on the Plan Sponsor's website. The earnings are used to defray the expenses for the maintenance of the Omnibus Account, and in some cases, the earnings on the Omnibus Account attributable to the Plan will exceed the portion of the expenses of the Omnibus Account attributable to the Plan. Notwithstanding anything in the Float Disclosure to the contrary, Empower will deposit 100% of these "Excess Earnings" in the Plan within sixty days following the end of the calendar quarter or as soon as administratively possible.

The Plan Sponsor Directs Empower to deposit the Plan's Excess Earnings into a Plan registered account and to invest such amounts in the same Investment Option in which the Plan's forfeiture assets are invested unless Directed otherwise by the Plan Sponsor. Plan Sponsor is solely responsible for determining the appropriate use of such amounts under the terms of the Plan and shall Direct Empower accordingly.

7.5. Enrollment

7.5.1. Enrollment. Based on information provided by Plan Sponsor or its designee, Empower shall enroll Participants in the Plan in a manner mutually agreed on by the parties.

7.5.2. Eligibility Determination. Plan Sponsor Directs Empower to determine employee eligibility as Directed by Plan Sponsor and through Plan Sponsor provided information and criteria. Empower shall communicate details of the enrollment process to eligible Participants. Plan Sponsor shall notify Empower at least thirty days before any change in the Plan's eligibility requirements. Empower may discontinue this service if the Plan's new eligibility requirements are incompatible with Empower's recordkeeping system requirements.

7.5.3. Online Enrollment. Plan Sponsor Directs Empower to allow online enrollment. Once the payroll data interchange ("**PDI**") file is transmitted, Plan Sponsor Directs Empower to communicate details of the enrollment process to eligible Participants allowing enrollment in the Plan through the website or the voice response unit ("**VRU**").

7.6. Deferral Processing. If, at implementation, Plan Sponsor provides Empower with an electronic employee data feed of all the Participant deferral amounts and percentages or full PDI file, Plan Sponsor Directs Empower to allow Participants to update their deferral elections on the website and VRU. Empower shall forward updated deferral information to Plan Sponsor according to the schedule elected by Plan Sponsor.

7.7. Vesting Services. Plan Sponsor shall provide Empower with up-to-date full-service vesting information electronically and ongoing Participant information as needed to perform vesting services. Plan Sponsor Directs Empower to: (i) maintain each Participant's vesting percentage on Empower's recordkeeping system; (ii) calculate and process withdrawals and loans according to the vested percentage; and (iii) display the Participant's vested account balance on the quarterly statements.

7.8. Establishment of Participant Accounts. Empower shall establish and maintain an account for each Participant. If the Plan allows for Roth after-tax contributions, Empower shall maintain an accounting of the contributions and earnings in separate accounts. Amounts distributed from Roth accounts will be made and tax reported under the applicable provisions of the Agreement.

7.9. Beneficiary Recordkeeping

7.9.1. Beneficiary Designations. Plan Sponsor affirms that the Plan's administrative procedures allow web-initiated beneficiary designations. Plan Sponsor Directs Empower to accept, maintain and file, without Plan Sponsor's further approval, beneficiary designations received by Empower in good order and in a manner acceptable to Empower. If Empower has not received a beneficiary designation Empower deems to be in good order or if there is a conflict, Plan Sponsor shall determine the appropriate beneficiary designation.

7.9.2. Spousal Consent. If there are Plan requirements relating to spousal consent for beneficiary designations, Plan Sponsor Directs Empower to rely on the marital status specified by the Participant on the beneficiary designation form, and to obtain spousal consent, when applicable. If a beneficiary designation requires spousal consent, such designation must be made in a paper form acceptable to Empower.

7.10. Receipt and Investment of Contributions. Empower shall credit contributions for allocation to Participant accounts under Direction from Plan Sponsor and as stated below. Empower shall allocate or otherwise apply forfeitures under the Plan accounts, if any, as Directed by Plan Sponsor. Empower shall pass Directions to invest such contributions, and to execute appropriate transactions related to forfeitures, to the Plan trustee or custodian under investment Directions of Plan Sponsor.

7.10.1. Timing Requirements for Contributions Funded by ACH, Check or Wire. Empower shall process contributions received by Empower in good order before the close of any Business Day effective that Business Day, at that Business Day's net asset and unit values, as applicable. Empower shall process contributions received by Empower after the close of Business Day effective the next Business Day.

7.11. Monitoring the Deferral Limits. Unless otherwise Directed, Empower shall monitor Participants' total deferrals under the Plan for the calendar year and provide warning messages for payroll contributions processed within the Plan Service Center. However, Plan Sponsor shall ensure that the applicable limits for the Plan are not exceeded. Empower shall report any distributions requested by Plan Sponsor to correct excess deferrals to the IRS.

7.11.1. Empower shall assist Participants in calculating special catch-up contributions. Participants are fully responsible for the accuracy of these calculations.

7.12. Investment Transfers of Existing Assets. Empower or its designee shall process investment transfers or exchanges, as applicable, received in good order subject to any conditions and limitations imposed by the available Investment Options under the Plan or Investment Option Sponsors. Empower shall pass to the Plan trustee or custodian, as applicable, Directions to execute or record as appropriate the corresponding transactions involving the assets of the Plan's trust. Empower shall process requests for Participant-initiated transfers between Investment Options if the request is received by Empower in good order before market close on a Business Day. If Empower does not receive a transfer request during a Business Day, Empower shall process such request the next Business Day, or such earlier time as may be required to comply with applicable law.

7.13. Distributions.

7.13.1. Empower shall make payments to Participants under a Participant's request and Plan Sponsor's Direction received in good order and will debit Participant accounts.

7.13.2. Except for those certain distributions described in Section 8 of this Schedule, Plan Sponsor shall provide a signature authorization for certain distribution requests, including Plan Sponsor Directed alternate payee or beneficiary distributions. Empower may charge an additional fee for services related to other distributions outside the ordinary course of plan administration.

7.13.3. Tax Withholding and Reporting of Distributions

7.13.3.1. Responsibility for Withholding and Reporting. Plan Sponsor appoints Empower or its designee as its agent to perform income tax withholding and reporting for all distributions Empower processes, collects and remits state documentary stamp or similar taxes on all loans Empower processes, as applicable. Plan Sponsor shall provide all information needed by Empower to perform these Services. Empower or its designee shall deposit the income tax withheld with the Internal Revenue Service ("IRS") and other appropriate governmental entities, as applicable, on or before the applicable due dates for such remittances. Empower shall complete necessary tax reporting forms for distributions it processes, file the tax reporting forms with the IRS or other governmental authority, as applicable, and send copies to the distributee. Distributions to a person subject to reporting and withholding rules that differ from those applicable to United States residents will be subject to withholding applicable to non-resident aliens unless otherwise Directed by Plan Sponsor.

7.13.3.2. Withholding and Reporting for Plan Sponsor Initiated Distributions and Rollovers. For Plan Sponsor-initiated distributions or rollovers from the Plan, Plan Sponsor Directs Empower to rely on the information on Empower's recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Empower has no responsibility for any adverse tax consequences resulting from its reliance on such Direction of Plan Sponsor.

7.13.3.3. Distribution Withdrawal Fees.

For each benefit disbursement, the following administration fee will apply and will be assessed to the Participant:

\$50.00 for each benefit disbursement.

7.14. Periodic Payment Fees.

The following periodic payment administration fees will apply and will be assessed to the Participant:

Empower shall deduct a \$50.00 set up fee for each request from the first payment.

Empower shall deduct a \$25.00 annual maintenance fee from the Participant's account in the amount of \$6.25 per quarter.

Periodic payment fees do not apply if the Plan only allows for the installments for reasons of Required Minimum Distributions (RMDs).

7.15. Code Section 402(f) Notice. Empower shall provide Participants with the IRS model notice, as amended, under Code Section 402(f).

7.16. Uncashed Checks. During the term of the Agreement, Plan Sponsor Directs Empower to follow federal or state unclaimed property regulations, as appropriate, and escheat uncashed checks to the Plan's or the Participant's state of residence based on Empower's records with respect to missing or unresponsive Participants. Plan Sponsor is solely responsible for determining the appropriate disposition of uncashed checks and any unclaimed property under the applicable federal and state laws including directing Empower with respect to its decisions on uncashed checks relating to missing or unresponsive Participants.

7.17. Enhanced Lost Participant Services. Plan Sponsor shall identify and locate missing Participants. On request by Plan Sponsor, Empower shall provide (1) reports or other information to Plan Sponsor relating to Participants with undeliverable addresses as reflected in Empower's records; and (2) a description of administrative services and associated fees, as updated, to assist Plan Sponsor with identifying and locating missing Participants and reissuing benefit payments to Participants. The administrative services may include performing Participant address searches using a commercial locator service, updating Participant address records and attempting to contact Participants using certified U.S. mail. Plan Sponsor may select such services and agree to the associated fees by a separate letter of direction.

8 SIGNATURELESS RECORDKEEPING SERVICES

8.1. General Requirements. This Section 8 describes certain services under which Empower will process Participant requests without obtaining Plan Sponsor's signature or other further approval. In doing so, Empower will not exercise any fiduciary authority or make any discretionary determinations. Rather, this Section 8 will act as Direction by Plan Sponsor for Empower to process all Participant requests that meet the stated criteria. To receive the signatureless services detailed in this Section 8 Plan Sponsor must use the Plan Service Center and must provide all necessary information in a PDI file. Plan Sponsor shall also provide any additional information or Direction as required by, and in a form acceptable to, Empower. In most cases, Empower must be the sole recordkeeper for the Plan. If at any time Plan Sponsor

does not meet these general requirements or does not meet the specific requirements of any service described in this Section 8, Empower shall not provide such service.

8.1.1. Death Benefit Claim Payment Processing. Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, death benefit claim forms received in good order from Participants under the Plan under the procedures provided by Empower to Plan Sponsor. Empower will not process death benefit claim forms submitted without complete information or without a certified copy of the deceased Participant's death certificate or other required documentation, and the claimant will be notified of the deficiency. Processing will continue once Empower receives all required information and documentation in good order. Plan Sponsor shall make determinations relating to any competing claims, claims which require Plan Sponsor's interpretation or other claims that are not specifically addressed in the procedures. To receive this service, Plan Sponsor must also use Empower's beneficiary recordkeeping and vesting tracking services, if applicable. This service starts following completion of initial beneficiary solicitation.

8.1.2. Death Benefit Distribution Fee.

For each benefit disbursement, the following administration fee will apply and will be assessed to the Participant:

\$50.00 for each benefit disbursement.

8.1.3. Participant Rollover Contributions. Plan Sponsor Directs Empower to process Participant rollover contributions received in good order under the Participant's instruction under procedures provided by Empower to Plan Sponsor and without Plan Sponsor's further approval. If a Participant does not elect Investment Options on the incoming direct rollover form but otherwise completes the form, Plan Sponsor further Directs Empower to invest the money according to the Participant's on-going investment elections, and if none are elected, then in the Default Investment Option under the Plan at the time the incoming rollover is received. Empower shall maintain separate accounts within the Participant's account for such rollovers.

8.1.4. Distributions Due to Severance from Employment for Reasons Other than Death or Disability. Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, Participant requests for distribution due to severance of employment for any reason other than death or disability, provided such requests are received in good order and in a manner acceptable to Empower. To receive this service, Plan Sponsor must also use Empower's vesting tracking service, if the Plan has a vesting schedule. If Plan Sponsor has not provided a Participant's termination date or other required information, Plan Sponsor Directs Empower to notify Plan Sponsor to obtain missing information before processing the distribution. For spousal consent purposes, Plan Sponsor Directs Empower to rely on the marital status specified by the Participant in the request form, or as stored on Empower's recordkeeping system, as applicable.

8.1.4.1. Distribution Withdrawal Fees Due to Severance from Employment.

For each benefit disbursement, the following administration fee will apply and will be assessed to the Participant:

\$75.00 for each benefit disbursement.

For each disaster relief distribution, the following administration fee will apply and will be assessed to the Participant:

\$50.00 for each benefit disbursement.

8.1.5. In-Service Distributions at Age 59½. Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, Participant requests for age 59 ½ in-service distributions, provided such requests are received in good order and in a manner acceptable to Empower. Plan Sponsor represents that the Plan allows Participants to take in-service distributions at age 59 ½ and Plan Sponsor shall provide Empower with information concerning the sources eligible for such distributions. To receive this service, Plan Sponsor must also use Empower's vesting tracking service, if the Plan has a vesting schedule. If Plan Sponsor has not provided a Participant's birth date, or if there is a discrepancy between the birth date on the system and the birth date on the request form submitted by the Participant, Plan Sponsor Directs Empower to reject the request pending further information.

8.1.5.1. In-Service Distribution Withdrawal Fees.

For each benefit disbursement, the following administration fee will apply and will be assessed to the Participant:

\$50.00 for each benefit disbursement.

For each disaster relief distribution, the following administration fee will apply and will be assessed to the Participant:

\$50.00 for each benefit disbursement.

8.1.6. Voluntary In-Service De Minimis Distributions. Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, Participant-initiated de minimis distribution requests received in good order and in a manner acceptable to Empower.

8.1.7. Automated Mandatory Distributions (De Minimis). Plan Sponsor Directs Empower to automate mandatory distributions of small account balances, as elected by Plan Sponsor in good order and under procedures provided by Empower.

8.1.7.1. Automated Mandatory Distribution (De Minimis) Distribution Withdrawal Fee.

For each benefit disbursement, the following administration fee will apply and will be assessed to the Participant:

\$25.00 for each benefit disbursement.

8.1.8. Required Minimum Distributions. Plan Sponsor Directs Empower to provide a notice to Participants who, based on the Plan records reflected on Empower's recordkeeping platform, are eligible for a required minimum distribution ("RMD") and have not already set up a RMD on Empower's system. Unless Plan Sponsor separately Directs Empower otherwise in writing, if the Participant does not timely provide an election for the RMD as described in the notice, Plan Sponsor Directs Empower to process a RMD relating to such Participant under procedures provided by Empower, provided Empower has sufficient data required to make such a distribution. To receive this Service, Plan Sponsor must also use Empower's vesting tracking services, if applicable.

8.1.9. Hardship Distribution Review Services. Plan Sponsor Directs Empower to review and process, without Plan Sponsor's further approval, all Participant requests, received in good order and in a manner acceptable to Empower, for distributions due to hardship, resulting in an immediate and heavy financial need that cannot be alleviated by any other means available to the Participant. Empower shall only process such requests if they meet safe harbor as defined in Treas. Reg. § 1.401(k)-1(d)(3)(iii)(B), as amended. Plan Sponsor further Directs Empower to rely on all information and representations provided by a Participant in a request. To receive this Service, Plan Sponsor must also use Empower's beneficiary recordkeeping and deferral recordkeeping services, as well as Empower's vesting tracking service if the Plan has a vesting schedule. The Plan cannot allow Participants who are terminated employees to take hardship distributions, and the Plan cannot limit the frequency or minimum amount of a hardship distribution. Before commencing this Service, Empower must receive information regarding amount available for hardship from the prior service provider, if any. If a Participant that requests a hardship withdrawal is eligible for an in-service withdrawal from the Plan, Empower will treat the hardship withdrawal request as not in good order and shall notify the Participant to first request an in-service withdrawal. Following the Plan's issuance of the in-service withdrawal, the Participant may resubmit a hardship withdrawal for any remaining amount of the Participant's demonstrated financial need. The hardship request will then be adjudicated under Empower's procedures. Plan Sponsor Directs Empower to deny any request where the hardship event occurred before the Schedule Effective Date, or more than one year before the date the request is received. Empower may contact Plan Sponsor for Direction when unusual situations arise. For each request that is denied or that cannot be processed due to its failure to satisfy a safe harbor hardship event, Plan Sponsor Directs Empower to notify the Participant to contact Plan Sponsor if the Participant wishes to appeal the determination.

8.1.9.1. Hardship Review & Withdrawal Fees.

Hardship Review Fee

For each hardship distribution review the following administration fee will apply and will be assessed to the Participant:

\$0.00 for each hardship distribution review.

8.1.10. Distributions Due to Unforeseeable Emergencies for the 457(b) Plan only. Plan Sponsor Directs and authorizes Empower to process, without Plan Sponsor's further approval, all Participant requests, received in good order and in a manner acceptable to Empower, distributions due to unforeseeable emergency resulting in a severe financial hardship to the Participant that cannot be alleviated by any other means available to the Participant. Empower shall only process such requests if they meet

the safe harbor definition stated in the Treasury Regulations, as described below. Plan Sponsor further Directs Empower to rely on all representations made by a Participant in a request. The following situations qualify for a distribution under this section:

8.1.10.1. An illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2) and (d)(1)(B));

8.1.10.2. Loss of the Participant's property due to casualty;

8.1.10.3. The following extraordinary and unforeseeable circumstances, if they arise because of events beyond the control of the Participant: (a) the imminent foreclosure of or eviction from the Participant's primary residence; (b) the need to pay for medical expenses, including nonrefundable deductibles, as well as the cost of prescription drug medication; and (c) the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2) and (d)(1)(B)) of Participant; (d) except in extraordinary circumstances, the following are examples of situations that do not qualify for a distribution under this section: (i) purchase of real estate; (ii) payment of college tuition; (iii) unpaid rent or mortgage payments, except in the event of imminent foreclosure or eviction; (iv) unpaid utility bills; (v) loan repayments; (vi) personal bankruptcy (except when resulting directly and solely from illness, casualty loss or other similar extraordinary and unforeseeable circumstances beyond the Participant's control); (vii) payment of taxes, interest or penalties; or (viii) marital separation or divorce.

8.1.10.4. Plan Sponsor shall make determinations relating to any unforeseeable emergency distribution request that does not clearly fall within the guidelines stated above. If there are any changes to applicable law, including safe harbor defined in the Treasury Regulations, Empower may revise this Direction without further notice to Plan Sponsor. This Direction remains in effect until revoked by either party. To receive this Service, Plan Sponsor must also use Empower's beneficiary recordkeeping and deferral recordkeeping services.

8.1.10.5. For each Participant receiving an unforeseeable emergency distribution, Plan Sponsor Directs Empower to notify Plan Sponsor to suspend elective deferrals for the period required by the Plan, if any. Empower is Directed to deny any request where the unforeseeable emergency event occurred before the Schedule Effective Date, or more than one year before the date the request is received. Empower may contact Plan Sponsor for Direction when unusual situations arise. For each request that is denied or that cannot be processed due to its failure to satisfy an unforeseeable emergency event, Plan Sponsor Directs Empower to notify the Participant to contact Plan Sponsor if the Participant wishes to appeal the determination.

8.1.10.6. Unforeseeable Emergency & Distribution Approval Fees.

Unforeseeable Emergency Approval

For each unforeseeable emergency distribution approval the following administration fee will apply:

\$0.00 for each unforeseeable emergency approval.

Distribution Withdrawal Fee

For each disbursement the following administration fee will apply and will be assessed to the Participant:

\$50.00 for each disbursement.

8.1.11. QDRO Review and Determination Services and Fees.

8.1.11.1. Review: Plan Sponsor Directs and authorizes Empower to handle a qualified domestic relations order (“**QDRO**”) correspondence to and from involved parties and attorneys, including phone, email, and other written communication. Plan Sponsor Directs Empower to distribute QDRO Procedures and Model QDRO, attached as Exhibit A-2, to involved parties and attorneys. Plan Sponsor Directs Empower to place benefit holds as soon as administratively feasible under the Plan’s adopted QDRO procedures. Plan Sponsor Directs Empower to acknowledge receipt of a domestic relations order (“**DRO**”) and review the terms of the DRO to determine whether the order meets the requirements of applicable federal law and satisfies the requirements contained in the Plan’s adopted QDRO Procedures. After review of a DRO, Plan Sponsor Directs Empower to prepare and distribute approval, pre-approval or denial letters to the involved parties and attorneys. Plan Sponsor Directs Empower to maintain QDRO records during the term of service, including Pre-Approval, Approval and rejection letters.

8.1.11.2. Determination: Plan Sponsor Directs Empower to process the QDRO, without Plan Sponsor’s further approval, by establishing a separate account for the alternate payee or making a lump sum distribution to the alternate payee. Plan Sponsor further Directs Empower to process, without Plan Sponsor’s further approval, all requests, received in good order and in a manner acceptable to Empower, for distributions from alternate payee accounts established before or after the Schedule Effective Date. Plan Sponsor Directs Empower to calculate any alternate payee’s QDRO amount based solely on the Participant’s account records on Empower’s recordkeeping system. Plan Sponsor further Directs Empower to process, without Plan Sponsor’s further approval, distribution requests received in good order and in a manner acceptable to Empower, for alternate payee accounts established before the Schedule Effective Date under QDROs previously processed by Empower. Plan Sponsor Directs Empower to calculate any alternate payee’s QDRO amount based solely on the Participant’s account records on Empower’s recordkeeping system.

8.1.11.3. If the alternate payee’s awarded share exceeds the value of the Participant’s core investment account(s) under the Plan, Empower shall notify the Participant in writing to liquidate and transfer the necessary remaining sum from the SDB into the core investment options, to enable the processing of the QDRO. If the Participant fails to transfer the necessary amount within fifteen Business Days of the date of the notification, and if the necessary amount is available in the SDB money market, Plan Sponsor Directs Empower to transfer such amount into the Default Investment Option. If there are insufficient available funds in the SDB money market, Plan Sponsor Directs Empower to notify the SDB provider to liquidate all the Participant’s SDB investments and to transfer the entire amount into the Default Investment Option.

8.1.11.4. QDRO Fees. For each qualified and processed QDRO, Empower shall deduct the Participant’s portion of the fee from the Participant’s account balance, and Empower shall deduct the alternate payee’s portion of the fee from the alternate payee’s account or from the lump sum distribution, as applicable.

To cover the cost of reviewing a DRO, Empower will deduct from the Participant's or the alternate payee's account, or both, balance a one-time QDRO review and determination fee equal to \$400.00.

For each disbursement the following administration fee will apply and will be assessed to the Participant:

\$50.00 for each disbursement.

8.1.12. Loan Processing. If loans are available under the Plan, all loans will be account reduction loans repaid by payroll deduction and will be consistent with the loan policy and the procedures established by Empower. Plan Sponsor Directs Empower to process, without further Plan Sponsor approval, Participant loan requests submitted through a form acceptable to Empower or through the website. Principal residence loan requests must be submitted on a paper form with supporting documentation. To receive this Service, Plan Sponsor must also use Empower's vesting tracking service, if the Plan has a vesting schedule. If the Plan requires spousal consent for loans, the request must be submitted on a paper form.

8.1.12.1. Loan Administration Fee. The following fees will apply to all Participant loans:

\$95.00 loan origination fee will be deducted from the amount of each loan processed.

\$50.00 annual loan maintenance fee per loan will be deducted from the Participant's account in the amount of \$12.50 per quarter.

9 ADDITIONAL SERVICE FEES AND FEE INFORMATION

9.1. Additional Service Fees

Service	Current Fee/Rate*
Express Delivery Fees. Empower will assess an additional fee to the Participant on a Participant's request for express delivery.	\$50.00 per express delivery request
ACH Special Handling Fee. Empower will assess an ACH special handling fee to the Participant on a Participant's request for a disbursement by ACH.	\$15.00 per disbursement
Reprocessing Fee. If Plan Sponsor provides incorrect or incomplete information or provides data in an unusable electronic or hard copy paper format, Empower will assess a fee at Empower's then current rate to Plan Sponsor to reprocess or put the data into a useable format. (Submission of data in a hard copy format will be considered a request to provide this service; this includes submission of Participant account takeover data).	\$200.00 per hour or as quoted
Additional Plan Work. Empower may, at its discretion, provide additional plan work at Plan Sponsor's request, which will be charged to Plan Sponsor at Empower's then current hourly rate or as quoted based on the additional plan work requested.	\$200.00 per hour

*Additional Service Fees reflect current rates as of the Schedule Effective Date and may be adjusted to reflect cost increases.

9.2. Payment of Fees. All Plan Sponsor paid fees shall be paid to Empower within thirty days of receipt of Empower's invoice unless another arrangement has been pre-approved by Empower in writing. Fees may be collected by an Empower Affiliate. If any fees remain unpaid sixty days after the date billed, Plan Sponsor Directs Empower to deduct such fees from the Plan and Plan Sponsor affirms that the Plan document specifically allows such deduction from the Plan. If the forfeiture or other Plan accounts would not pay Plan expenses under the Plan document or the Plan accounts are insufficient, Plan Sponsor Directs Empower to allocate such fees to the Participant accounts, and to the investment choices in which the Participant accounts are invested, on a pro rata basis using Participant account and investment option balance ratios as of the date of deduction. Plan Sponsor shall amend the Plan, if necessary, to provide for the payment of expenses from Plan assets consistent with the foregoing.

9.3. Fee Guarantee. Empower's fees remain in effect for 5 years from the Schedule Effective Date ("**Guarantee Period**"). Notwithstanding anything to the contrary, Empower may adjust fees at any time on notice to Plan Sponsor if: (i) Plan Sponsor elects to use different or additional services; (ii) Plan Sponsor changes any Investment Options used by the Plan that provide service fees or other compensation to Empower, if applicable; (iii) there is an employer-initiated event such as a plan merger, corporate acquisition or layoff resulting in a material decrease in Empower's revenue or requiring Empower to perform additional services; (iv) legislative, regulatory or US postal rate changes impact the Services; or; (v) there is a material change in the service fees received by Empower from any Investment Options used by the Plan, if applicable. Empower may adjust fees at any time after the Guarantee Period expires on notice to Plan Sponsor.

10 ACCESS TO RECORDKEEPING SYSTEM & SERVICE REPRESENTATIVES

10.1. Automated Voice Response System. Participants will have access to an automated voice response system by a domestic toll-free number and international toll number to inquire or make account changes from a telephone. Inquiry services available from the automated voice response system will use share prices, unit values and account balances that are as of the last calculated unit value/share price. The automated voice response system will be available twenty-four hours a day, seven days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 a.m. and 2:01 p.m. Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

10.2. Participant Service Representatives. Participant service representatives will be available by a domestic toll-free number and international toll number to Empower to answer Participant questions and process applicable transactions each Business Day between the hours of 8:00 a.m. and 10:00 p.m. Eastern Time and on Saturdays between 9:00 a.m. and 5:30 p.m. Eastern Time.

10.3. Plan Sponsor Access to Recordkeeping System. Plan Sponsor may interface with Empower's recordkeeping system online through the Plan Service Center to inquire or make changes while administering the Plan. On request, Empower will make representatives available to assist and train employees of Plan Sponsor in properly accessing and processing transactions on Empower's Plan Sponsor website. Empower's Plan Sponsor website will be available consistent with the availability of the automated VRU.

10.4. Participant Website

10.4.1. Website Use. Empower shall, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the “**Website Services**”). Plan Sponsor shall not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a “**User ID**”) is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor shall be responsible for the compliance by its users with the applicable terms of this section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this section. Transmissions through the internet are inherently unsecure, virus protection software, firewalls and other security measures are not foolproof, and the Website Services and their content are not invulnerable to fraud or hacking. Empower may perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Empower will not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features relating to the Website Services that are consistent with the Agreement and commercially reasonable industry standards.

10.4.2. Access to Participant Website. Participants will have access to a website to inquire or make certain account changes on the internet. Participants can download a complimentary Android app and an iOS phone, iPad and iOS Watch app. The Android and iOS Watch apps currently support inquiry-only capabilities while the iOS phone / iPad app supports both inquiry and certain change capabilities. All such apps are subject to the terms of the Agreement relating to privacy and data security.

10.4.3. Website Availability. The website will be available twenty-four hours a day, seven days a week, except for routine maintenance of the system which, when necessary, will generally take place on Saturday at 6:00 p.m. and end on Sunday at 2:00 p.m. Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

10.4.4. Enhancements. Empower may periodically update or add new content, features, services, tools or other functionality to the Participant website or other Empower Software as part of its ongoing enhancement of the Services offered to Plan Sponsor or its Participants. Empower shall offer such additions at no additional cost unless expressly agreed by Plan Sponsor or Participants (as applicable).

11 PARTICIPANT ENGAGEMENT, FINANCIAL WELLNESS AND ADVICE SERVICES

11.1. Participant Education. Empower shall provide employee education and communications materials to support Plan Sponsor with employee enrollment and education, including education and planning tools through the internet:

11.1.1. Empower shall provide 8 educational or enrollment meetings in year one, to be used as Directed by Plan Sponsor and Empower shall provide 8 educational or enrollment meetings annually thereafter to be used as Directed by Plan Sponsor. Any additional educational or enrollment meetings will be provided for a fee at Empower's then current rate.

11.1.2. Empower shall assign representatives the equivalent of eight (8) representative days annually to provide engagement services exclusively to the Plan. Such representatives will be responsible for all group meetings as Directed by Plan Sponsor.

11.2. Plan Sponsor Committee Meetings. On request, an Empower representative shall attend periodic Plan Sponsor committee meetings and shall be prepared to provide information regarding the Plan and its activities.

11.3. Communications and Engagement Annual Strategy. Empower shall prepare a communications and engagement plan annually for review by Plan Sponsor. Such plan will be finalized in a mutually agreeable manner.

11.4. Education and Planning Tools. Empower shall provide employee plan and investment education and communications materials, including education and planning tools.

11.4.1. Empower Participant Experience. With certain exceptions, Empower provides Participants with an estimated hypothetical monthly retirement income and goal based on several factors including the Participant's Plan assets, Plan contribution rates and compensation data on the Participant website.

11.4.2. Health Cost Estimator. With certain exceptions, Empower shall provide Participants access to Empower's Health Cost Estimator (as defined below) on the Participant website. Health Cost Estimator provides Participants with estimated monthly health care expenses based on retirement age and certain personal health condition information provided to Empower by Participants ("**Health Cost Estimator**"). All health care costs and projections are provided by an unrelated third party vendor. The Health Insurance Portability and Accountability Act of 1996 does not apply to any personal health condition information provided to Empower by Participants. Such health condition information is owned by the Participant and not Plan Sponsor and Empower shall not disclose any health condition information provided to Empower by Participants to Plan Sponsor without the Participant's consent. Empower shall, except as provided in the preceding sentence, otherwise treat such health condition information as Personal Data under Section 4 of the MSA. Plan Sponsor shall not use any information it obtains through Health Cost Estimator other than for Plan purposes, contribution rates and compensation data.

11.4.3. Plan and Financial Education. Empower shall send certain action-oriented education communications to Participants according to a Participant's behavior, preferences, and information. Messaging will include: (i) educational information about the tools and services available in the Plan; (ii) actions a Participant may take to build individual retirement savings; (iii) general financial topics to help Participants reach their financial goals; and (iv) information on additional options available that may provide a Participant with a more comprehensive savings strategy. A Participant must have an email address on file with Empower to receive such communications by email. The Participant can opt out of receiving these emails at any time as required by applicable law. Empower represents that education communications distributed to Participants under this Section are for educational purposes only and will not constitute investment advice under ERISA or other applicable law or regulation.

11.4.4. Distribution Education. Empower or its Affiliates will make retirement education consultants available to provide distribution education services to Participants and may contact terminated Participants who are eligible to receive distributions under the Plan to provide information regarding

distribution options available under the Plan including on rollover services and products offered by Empower on request.

11.4.5. Financial Wellness Services. Empower's financial wellness program provides Participants with tools and services to review overall financial wellness including the ability to assess total assets and liabilities and access tools that allow Participants to complete a personalized online assessment, the output of which provides the user with ideas on the next steps they can take to address financial concerns they identified when completing the assessment and educational resources to learn more about financial topics of interest, including a learning center with educational content on certain financial wellness topics. Empower or its Affiliates may make financial education consultants available to Participants to provide financial wellness consultations and may contact Participants to offer financial wellness consultations as agreed to by the Participant. Consultations involve topics such as: budgeting, saving, student debt, debt prioritization, life insurance, managing investments and consolidating assets. Empower's financial wellness tools, services and consultations may include information on financial products and services made available by Empower or third-party providers if such information is requested or agreed to by the Participant. Participants may pay fees if they choose certain products. Empower may receive fees and other payments from the products selected by Participants. More information on the applicable financial wellness products and the fees and payments that may be received by Empower is available on request.

11.4.6. Investment and Distribution Advice. Empower may offer investment advice and provide recommendations as a fiduciary under applicable law to Participants on certain Plan transactions, such as point-in-time investment advice on designated investment alternatives, investment advisory services available under the Plan, and recommendations on distribution and rollover options, which may include services and products offered by Empower and its Affiliates. When Empower acts as a fiduciary, it will do so in the best interest of the Participants. Empower shall provide such fiduciary services under applicable law.

12 REPORTING SERVICES

12.1. Participant Reporting. Empower shall provide Participants a confirmation for transactions involving investment allocations, investment transfers, contribution rates, change of address, rollover contributions, and rebalance activity. Empower shall also make available to each Participant account information on at least a quarterly basis, including beginning and ending balances, all contributions and transactions processed, interest credited or change in value, fees and withdrawals deducted, transfers processed and performance data on Investment Options held by the Plan if such data is provided by the Investment Option Sponsor, personal rate of return on investments, account balance translated into an estimated monthly income amount, and balance in the SDB, as applicable. Participants' statements will be distributed under Section 4.8 of this Schedule. Statements will be available within fifteen Business Days after receipt of final information in good order from third party sources. The first quarterly statement following the Schedule Effective Date may be available at a later date while records are being established.

12.2. Plan Sponsor Reporting. Empower shall provide a report to Plan Sponsor, summarizing Plan-level assets and Participant account balances, within thirty Business Days after each calendar quarter end ("**Employer Plan Summary Report**"). The first report following the Schedule Effective Date may be available at a later date while records are being established. Empower shall include the following Plan information in the Employer Plan Summary Report: (i) summary of Plan transactions and assets; (ii) summary of contributions processed; (iii) withdrawals; (iv) annuities purchased, if applicable; (v) periodic payments; (vi) Investment Option grand totals – summarizes both dollars and units/shares and Plan activity;

(vii) Investment Option totals by money type – summarizes both dollars and units/shares and money type activity; (viii) Participant summary – a report of account activity for each Participant.

13 ADDITIONAL OPTIONAL SERVICES AND FEES

Additional Services and Fees	
Plan Document Services	If Plan Sponsor is using a plan document offered by Empower, Empower shall provide the Plan document including an applicable adoption agreement for execution, and any Plan document amendments that may be required due to change in applicable law, before the date required.
Fees for Plan Document Services	If applicable, preparation of Empower plan document, including amendments, will be billed at Empower's then current rate. Empower may charge a fee to prepare a Plan restatement as required under IRS regulations or other applicable law. Empower will notify the Plan Sponsor of the fee at least sixty days in advance of preparing the Plan restatement.
Annual Plan Review	Plan Sponsor will receive an annual Plan review including the following information: (i) review of enrollment efforts; (ii) asset allocation information, contributions, distributions (Investment Options and fixed/variable split); (iii) voice response usage and enhancements; (iv) benefit payments; (v) direct online system access – current services and available services; (vi) legislative updates.
Regulatory Updates	Empower shall periodically make information available to Plan Sponsor concerning federal legislative activity of which Empower is aware that may affect the Plan and related funding contracts. Such information, however, does not constitute legal or tax advice regarding the legal sufficiency of the Plan.

14 TRANSITION ASSISTANCE SERVICES

14.1. Transition Services. Empower shall support the transition of recordkeeping and administrative services ("**Transition Services**") to a successor service provider subject to the terms of the Agreement. Empower shall provide the following Transition Services before the Service End Date (as defined below).

14.2. Planning. Empower shall participate in conference calls and in-person meetings, as needed, with Plan Sponsor and the successor service provider to designate the transfer team, define communication channels, discuss the transfer process and define expectations, responsibilities, and applicable deadlines. Empower shall designate a transition project manager to lead and be the contact person for the transition effort. If Plan Sponsor requests that the project manager or other deconversion team member attend a transition services meeting in person at a site other than Empower's office location, Empower's fees for time and travel for such in-person meetings are at the then current rate.

14.3. Data Layouts. Empower shall provide the successor service provider with data layouts for Participants and Plan Data residing on Empower's administration systems, including data layouts for paper statement indicators, rebalance frequency elections, ACH indicators, outstanding loan terms and payment amounts, powers of attorney on file, and dividend pass-through elections. The data layouts will correspond to Empower standard file formats.

14.4. Plan Materials. On termination, Empower shall provide the successor service provider with copies of all Plan summaries, individual Participant statements (on request) and other forms, reports, or web content; provided, however, Empower shall provide such Plan materials only if designed specifically for the Plan and not deemed by Empower to be proprietary. Plan Sponsor shall and shall require any third party to whom Plan Sponsor provides the materials to agree, to maintain the confidentiality of all Empower materials and information, including web content, communications material, and information on Empower's Plan Sponsor Website.

14.5. "Test" Data Transfer Files. Empower shall provide the successor service provider with two full volume test extract data transfer files for the Plan at a time mutually agreed on by the parties. Control totals and standard Empower reports will accompany the files.

14.6. "Refresher" Data Transfer Files. Empower shall provide the successor service provider with one full volume test extract refresher data transfer files for the Plan at a time mutually agreed on by the parties. Control totals and standard Empower reports will accompany the files.

14.7. "Live" Data Transfer Files. Empower shall provide the successor service provider with one full live data transfer file to the successor service provider in Empower standard file format for the Participant and Plan Data residing on Empower's administration systems as of a date mutually agreed on by the parties. The live data file will be in the same format as the test data. Control totals and standard Empower reports will accompany the live data transfer file.

14.8. Questions about Data on Transfer Files. Empower shall provide up to twenty-five aggregate hours of Empower's time to answer questions about system data provided by Empower on the test data transfer files, the refresher data transfer files and the live data transfer file. Empower shall charge the Plan or Plan Sponsor at then-current hourly rates for time spent more than twenty-five hours.

14.9. Answering Questions. Empower shall provide up to twenty-five aggregate hours of Empower's time responding to questions about Plan administrative practices and communication materials used by Empower in servicing the Plan. Empower shall charge the Plan or Plan Sponsor at then-current hourly rates for time spent more than twenty-five hours.

14.10. Final Participant Valuation. Empower shall send to the successor service provider, at a mutually agreed on date, reports of all historical files, documents and records necessary for the continuing administration and recordkeeping of the Plan in electronic form (where available) or paper form, or both ("**Final Participant Valuation**"). As of the Service End Date, the Final Participant Valuation includes: (i) current Participant indicative and financial data; (ii) Participant level reports; (iii) Plan level totals; (iv) investment valuation statement; (v) employee loan status report; (vi) loan summary report; (vii) deemed loan report; (viii) highest outstanding loan balance report; (ix) RMD report; (x) installment tax withholding report; and (xi) on-line beneficiary data. Notwithstanding the foregoing, the reports and information identified as Final Participant Valuation are subject to change based on changes in Plan administration and system requirements. Empower shall provide only those reports applicable to the Plan and currently available from Empower's recordkeeping system.

14.11. Open Participant Case Records. Empower shall send open case records at a mutually agreed date, or Service End Date, if later, to Plan Sponsor or to successor service provider at Plan Sponsor's Direction.

14.12. Year-end Processing. For Services that conclude as of December 31 for a calendar year plan or the end of the Plan's fiscal year, as applicable, Empower shall perform any compliance testing, government filings, or other reporting required as of that year-end. For Services that conclude as of any date other than December 31, Empower shall perform any government filings for completed Services (e.g., Forms 1099-R for Participant distributions) and provide to Plan Sponsor the same year-end reports and information otherwise provided for a calendar or fiscal year, as applicable, but only reflecting the portion of the calendar or fiscal year, as applicable, for which Services were provided.

14.13. Fees Related to Transition Services. If Plan Sponsor requests Empower to provide additional or extraordinary Transition Services (beyond those described in Sections 14.2 through 14.12 above) including change in data layout, change of data elements in standard layouts, number of data transfer files, or services beyond Service End Date, Empower may charge the Plan or Plan Sponsor, as Directed by Plan Sponsor, for additional or extraordinary Transition Services at then-current hourly rates. If payment is not received within the required timeframe, Empower will stop all Transition Services until payment is received.

14.14. Transition Services after Service End Date. Empower shall perform the following Transition Services for ninety days following the MSA's or this Schedule's termination effective date ("**Service End Date**").

14.14.1. Empower shall provide up to twenty hours of Empower's time responding to questions from Plan Sponsor or its auditor

14.14.2. If information and reporting is readily available from Empower's systems, Empower shall provide to the successor service provider the following Transition Services for up to one hundred and ten requests per month: (a) loan repayment information; (b) Participant account balances as of specific dates; (c) Participant account earnings and dividends for specific time periods; (d) distribution history information; (e) reporting or respond to other Participant account history information requests; (f) Participant account history information (excluding QDRO related information); (g) Participant statements; (h) duplicate Forms 1099-R; (i) Provide QDRO related account history; (j) respond to questions regarding Plan specific processes, provided however that if the number of requests exceeds one hundred and ten in any given month, a fee at the then current hourly rate will be assessed.

[Signature Page Follows]

The parties have signed this Recordkeeping Services Schedule as of the Schedule Effective Date.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

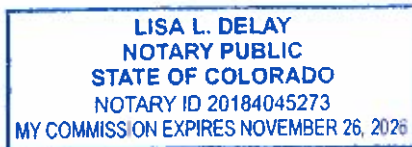
EMPOWER RETIREMENT, LLC

By: _____

Print Name: Robert Dwyer

Title: Vice President, Government Markets

(SEAL)



STATE OF Colorado
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 4, 2025 by Robert Dwyer (name of person), as Vice President (type of authority) for Empower Retirement LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification

Type of Identification Produced Empower Security Badge

Notary Public - State of Colorado


Lisa L. DeLay

**EXHIBIT A-1:
FINANCIAL PLANNING SERVICES**

Empower Advisory Group, LLC ("**EAG**"), an Affiliate of Empower, may offer financial planning services to Participants under the terms of the Agreement. EAG is an investment adviser registered with the Securities and Exchange Commission. EAG shall act as a fiduciary under the Investment Advisers Act of 1940 in providing financial planning services. If the financial plan includes point-in-time investment advice on Plan investment options, EAG shall act as an ERISA fiduciary relating to such investment advice. The financial planning services will include consultation with the Participant about financial goals, which may include budgeting, savings, income planning and other financial concepts and may include information regarding financial services and products offered by EAG and its Affiliates. Financial planning services are provided as a point-in-time evaluation and are not subject to ongoing monitoring or review on a regular or periodic basis by EAG. Participants may contact EAG to update or make changes to the financial plan.

A fee for the financial planning services is included in the Basic Plan Administration Fee and Plan Sponsor has determined that the financial planning services are appropriate and necessary for the Plan.

EMPOWER ADVISORY GROUP, LLC



Signature

Adam Kavan

Printed Name

VP & Associate General Counsel

Title

9/4/25

Date Signed

EXHIBIT A-2:
APPROVED QDRO PROCEDURES AND MODEL FORM

For the

1. City of Delray Beach 457(b) Plan ("457(b) Plan")
[Group Account Number: 100788-01]
2. City of Delray Beach 401(a) Plan ("401(a) Plan")
[Group Account Number: 100788-02]
3. City of Delray Beach 401(a) Management Plan ("401(a) Plan")
[Group Account Number: 100788-03]
4. City of Delray Beach General Employees DROP Plan ("401(a) Plan")
[Group Account Number: 100788-04]
5. City of Delray Beach Police DROP Plan ("401(a) Plan")
[Group Account Number: 100788-05]
6. City of Delray Beach Fire DROP Plan ("401(a) Plan")
[Group Account Number: 100788-06]

- 1. INTRODUCTION.** Empower has arranged for QDRO Consultants to review domestic relations orders (DROs) related to the Plan, and to determine whether they are qualified domestic relations orders (QDROs). The Plan is a defined contribution plan that provides a Participant with a benefit equal to the vested portion of the Participant's account balance.

1.1. These QDRO Procedures help Plan Participants and other interested parties prepare QDROs more effectively and efficiently. Among other things, these QDRO Procedures explain:

- Who to contact for relevant information or Plan documents;
- The required information that must be in a DRO;
- The important information that should be in a DRO, and how the DRO will be interpreted if such information is not included;
- Model or sample language to assist the parties in preparing a DRO;
- Where to send a draft or Executed DRO for review;
- How the Alternate Payee's interests will be protected during the DRO review process, including any time or other limits on the review period;
- The opportunity to revise a rejected DRO;
- Who the Alternate Payee should contact to begin benefit payments; and
- What happens when the Participant or Alternate Payee dies.

- 2. CONTACT INFORMATION.** If you have questions or requests related to the review or determination of a QDRO, please contact QDRO Consultants at:

QDRO Consultants
www.qdros.com/contact

If you need a Participant's benefit statement, Plan documents (such as a summary plan description), or if you have other questions or requests related to the Plan or a Participant, please contact the Plan Recordkeeper at:

Empower Retirement, LLC
P.O. Box 173764
Denver, CO 80217-3764
Phone: 1-800-338-4015
Fax: 1-866-633-5212

3. DEFINITIONS TO QDRO EXHIBIT

Alternate Payee: An Alternate Payee is a Participant's spouse, former spouse, child, or other dependent who is assigned Plan benefits in a DRO.

Approval Letter: A letter to the interested parties that indicates QDRO Consultants has approved an Executed DRO and explains how the Plan Administrator will administer the QDRO's terms and provisions.

Domestic Relations Order (DRO): Generally, a DRO is a court order, or an order issued by another authorized state agency, that (1) is made pursuant to a state domestic relations law, and (2) provides for payment of child support, alimony, or marital property rights to an Alternate Payee.

Empower: Empower Retirement, LLC is a retirement plan recordkeeping financial holding company based in Greenwood Village, Colorado, United States.

ERISA: ERISA is the acronym for the Employee Retirement Income Security Act of 1974, as amended, which governs most retirement and pension plans.

Executed DRO: A DRO that is signed and file stamped by the appropriate state court, or signed and dated by the relevant state agency, including a copy of such DRO.

Participant: An individual who has a benefit in the Plan.

Plan: The defined contribution plan identified in these QDRO Procedures.

Plan Administrator: The person(s) or entity designated by the Plan's sponsor to have primary authority and responsibility to administer the Plan's terms and provisions.

Pre-Approval Letter: A letter to the interested parties that indicates QDRO Consultants has approved a draft DRO that would be a QDRO if it were an Executed DRO.

QDRO Consultants: QDRO Consultants Co., LLC ("QC"), was hired by Empower to review DROs to determine whether DROs are qualified pursuant to the Plan's QDRO procedures, and to send relevant notices to the interested parties.

Qualified Domestic Relations Order (QDRO): A QDRO is a DRO that (1) requires the Plan Administrator to assign or transfer some or all of a Participant's Plan benefits to an Alternate Payee, (2) contains the information required by ERISA Section 206(d)(3)(C), (3) does not violate the restrictions in ERISA Section 206(d)(3)(D), and (4) satisfies the other requirements contained in these QDRO Procedures. Also, a DRO is not a QDRO until QC has determined, consistent with the Plan Administrator's instructions, that the DRO is qualified.

4. QDRO CONTENTS.

Generally, a DRO must contain certain "required information" to be a QDRO and should include certain other "important information." The subsections below discuss these categories of information in more detail.

Model QDRO Language, which addresses all required issues, can be provided to assist you in preparing the DRO.

4.1. REQUIRED INFORMATION

Generally, QC will reject a DRO that does not contain the required information listed below or includes instructions that are not clear. However, if a DRO does not contain a party's last known mailing address, social security number, and/or date of birth, and if QC otherwise receives the missing information, QDRO Consultants will review the DRO as if it contains the missing information. Also, if a DRO contains a retirement plan name that is not the Plan's exact legal name, as identified below, and if it is clear that the plan referenced in the DRO is intended to be the Plan, QC will review the DRO as if it contains the Plan's legal name.

Names and Addresses: The DRO must include the names and last known mailing addresses of the Participant and Alternate Payee.

Social Security Numbers: The DRO must include the social security numbers of the Participant and Alternate Payee. For privacy reasons, you may provide these in a separate document.

Dates of Birth: The DRO must include the dates of birth for the Participant and Alternate Payee. For privacy reasons, you may provide these in a separate document.

The Plan's Legal Name: The DRO must identify the Plan by its legal name City of Delray Beach 457(b) Plan, City of Delray Beach 401(a) Plan, City of Delray Beach 401(a) Management Plan, City of Delray Beach General Employees DROP Plan, City of Delray Beach Police DROP Plan, City of Delray Beach Fire DROP Plan.

State Domestic Relations Law: The DRO must state that it is made pursuant to a state domestic relations law.

Child Support / Alimony / Marital Property Rights: The DRO must indicate that it provides child support, spousal support, and/or marital property rights to the Alternate Payee.

Alternate Payee's Benefits: The DRO must clearly state the portion of the Participant's Plan benefits that is assigned to the Alternate Payee, either as a lump-sum dollar amount OR a percentage of the Participant's account balance and must include the date as of which the assignment is effective ("Assignment Date").

The current recordkeeper cannot obtain account balance information or calculate investment gains/losses on any Participant accounts for periods prior to the restriction date as determined by Empower Retirement, LLC, which is October 25, 2025 ("Restriction Date"). Therefore, the DRO must not contain an Assignment Date that is prior to the Restriction Date.

Payment Date: The DRO must include language that permits the Alternate Payee to elect to begin receiving his/her benefits as soon as administratively possible after the date that QC determines that the DRO is a QDRO or, if later, at the earliest date permitted under the Plan.

Payment Period: The DRO must include language that the Alternate Payee shall receive his/her benefits in a single lump-sum payment, or in any other form of payment that the Plan permits.

4.2. IMPORTANT INFORMATION / DEFAULT PROVISIONS

The DRO should also address the following issues. If it does not QC will review the DRO as if it includes the default provision identified below for that issue.

Investment Gains/Losses: The DRO should specify whether the Alternate Payee's share of the Participant's benefits will be credited with investment earnings (which include both gains and losses) from the Assignment Date to the date that the Plan Administrator establishes and funds a separate account for the Alternate Payee ("Segregation Date").

If the DRO is silent on this matter, the Plan Administrator will credit investment earnings to the Alternate Payee from the Assignment Date to the Segregation Date.

The Plan Administrator will always credit investment earnings to the Alternate Payee's account from the Segregation Date to the date the Alternate Payee receives payment of his/her benefits.

Allocation to Alternate Payee from Participant's Accounts: The DRO should state how the Alternate Payee's assigned benefits shall be allocated from all of the Participant's vested sub-accounts and/or investment funds (excluding any Plan loan) as of the Segregation Date. If the DRO is silent on this matter, the Plan Administrator will administer the QDRO as if it included a provision to allocate the Alternate Payee's assigned benefits on a pro rata basis from all of the Participant's vested sub-accounts and/or investment funds (excluding any Plan loan) as of the Segregation Date.

Initial Investment of Alternate Payee's Benefits: The DRO should state how the Alternate Payee's benefits shall be initially invested. If the DRO is silent on this matter, the Plan Administrator will administer the QDRO as if it included a provision for the Alternate Payee's benefits to be initially invested in the same funds and in the same proportion as the Participant's account. The DRO should also state that the Alternate Payee may then elect any investment option that the Plan offers.

Participant Loans: If the DRO assigns a percentage of the Participant's account balance to the Alternate Payee, the DRO should specify whether the Participant's Plan loans, if any, will be included or excluded in the Participant's account balance when calculating the Alternate Payee's share of the Participant's benefits. The examples below show that including Plan loan value will increase the amount assigned to the Alternate Payee.

Example – 50% assignment / Excluding loan balance

Participant's Total Account Balance	\$100,000
Participant's Outstanding Loan Balance	\$20,000
Participant's Account Balance Excluding Loans (\$100,000 - \$20,000)	\$80,000
50% Assignment to Alternate Payee (0.5 x \$80,000)	\$40,000

Example – 50% assignment / Including loan balance

Participant's Total Account Balance	\$100,000
Participant's Outstanding Loan Balance	\$20,000
Participant's Account Balance Including Loans (loan is not subtracted)	\$100,000
50% Assignment to Alternate Payee (0.5 x \$100,000)	\$50,000

Please note that even if a portion of the Participant's Plan loan value is transferred to the Alternate Payee, no portion of the actual Plan loan (i.e., the obligation to pay it back) may be transferred to the Alternate Payee. The Participant will have to pay back the entire loan.

If the DRO is silent on this matter, the Plan Administrator will administer the QDRO as if it specified that the Participant's Plan loans will be excluded from the Participant's account balance for this purpose.

Alternate Payee's Death: The DRO should specify that, if the Alternate Payee dies before receiving payment of his/her entire benefit, the Plan shall pay any remaining benefits to the

Alternate Payee's beneficiary. If the DRO is silent on this matter, the Plan Administrator will administer the DRO as if it included this default provision.

Participant's Death: The DRO should specify that the Participant's death shall not affect the Alternate Payee's right to his/her benefits as provided in the QDRO. If the DRO is silent on this matter, the Plan Administrator will administer the DRO as if it included this default provision.

QDRO Review and Determination Fee: To cover the cost of reviewing a DRO, the Plan Administrator will deduct from the Participant's and/or the Alternate Payee's account balance a one-time QDRO review and determination fee equal to \$400. This fee applies even if QC does not approve the DRO.

The DRO should specify, from among the following options, how the fee should be allocated between the Participant's and/or the Alternate Payee's account balance:

- Divided equally between the Participant and the Alternate Payee;
- Charged entirely to the Participant; or
- Charged entirely to the Alternate Payee.

If the DRO is silent on this matter, the Plan Administrator will administer the DRO as if it specified that the fee be divided equally between the Participant and Alternate Payee.

Regardless of how the DRO directs the fee to be allocated, when you first submit a DRO (regardless of whether it is a draft or Executed DRO) to QC, the Plan Administrator will deduct the entire fee from the Participant's account balance. If QC approves the DRO, the Plan Administrator will reduce the amount of benefits assigned to the Alternate Payee by the portion of the fee, if any, that is allocated to the Alternate Payee.

5. DRO REVIEW PROCESS

When you have prepared a DRO and you would like the Plan to enforce it, you must submit the DRO to QC for review. To ensure timely receipt, DROs should be securely submitted at <https://qdros.com/submit>. Please see the "CONTACT INFORMATION" section above for QC's contact information. Consistent with these QDRO Procedures and as directed by the Plan Administrator, QC will determine whether an Executed DRO qualifies as a QDRO, or whether a draft DRO would qualify if it were executed.

The Plan Administrator will typically place a "hold" on the Participant's Plan benefit during the period of the review to protect benefits that may be assigned to the Alternate Payee, as described in the "BENEFIT HOLD / RESTRICTION" section below.

5.1. Review of Draft DROs: The Plan Administrator will enforce only an Executed DRO that qualifies as a QDRO. However, you may choose to submit a draft DRO to QC for review before having it executed. Addressing potential issues in the DRO before having it executed reduces the likelihood that you will need to submit multiple revised drafts to the court.

5.2. DRO is Rejected. If QC rejects a DRO, QC will promptly notify the Participant, Alternate Payee, and their attorneys and/or representatives in writing, including the specific reason(s) why the DRO failed to qualify.

5.2.1. Revise a Rejected DRO: Generally, interested parties will have an opportunity to revise a rejected DRO and to resubmit it to QC for another review and determination. However, there is a maximum period the Plan Administrator will "hold" a Participant's benefit during the DRO review process, as described in the "BENEFIT HOLD / RESTRICTION" section below.

5.3. DRO is Approved. If QC determines that a DRO is a QDRO, QC will promptly send a Pre-Approval Letter (for a draft DRO) or an Approval Letter (for an Executed DRO) to the Participant, Alternate Payee, and their attorneys and/or representatives.

6. BENEFIT HOLD / RESTRICTION

The Plan Administrator will place a “hold” on the Participant's Plan benefit during the DRO review process, as well as upon certain other triggering events. The hold will protect benefits that may be assigned to an Alternate Payee by preventing the Participant from receiving any benefit payments from the Plan.

6.1. Placing a Benefit Hold

QC will direct the Plan's recordkeeper to place a hold on a Participant's Plan benefit as soon as administratively feasible after receiving any of the following:

- Draft DRO;
- Executed DRO;
- Other court order that attempts to place a hold on, or assign part of, a Participant's Plan benefit (e.g., temporary restraining order, income withholding order, etc.);
- Joinder or other similar court document that attempts to join the Plan as a party to a domestic relations proceeding;
- Letter of adverse interest or other written notice from a potential Alternate Payee, or his/her attorney, that the Alternate Payee has an interest in the Participant's Plan benefit; or
- Plan Administrator's written direction to place a hold.

Divorce Decree – QC will direct the recordkeeper to place a hold if it receives a divorce decree or similar court order.

Please Note – Simply requesting a copy of the Plan's QDRO Procedures or Model QDRO is not sufficient to place a hold on a Participant's Plan benefit.

Generally, a benefit hold will continue until it is removed by a subsequent action, as described in the subsection below.

6.2. Removing a Benefit Hold

The requirements to remove a benefit hold may be different depending on the reason the hold was placed. Each paragraph in this subsection lists, in bold type, a document that can cause a hold to be placed, followed by the method(s) to remove a hold placed pursuant to that document.

6.2.1. Draft DRO / Letter of Adverse Interest: If a benefit hold was placed due to receiving a draft DRO, or a letter of adverse interest or similar written notice, QC will direct the Plan's recordkeeper to remove the hold upon receiving any of the following:

- Executed DRO (at which time an Executed DRO benefit hold will commence);
- Subsequent court order to remove the hold, or that clearly indicates the Alternate Payee has no interest in the Participant's Plan benefit;
- Plan Administrator's written direction to remove the hold; or
- Notarized letter from the Alternate Payee, or letter from his/her attorney, that requests the removal of the hold, and that names the Plan and the Participant.

6.2.2. Executed DRO: If a benefit hold was placed due to receiving an Executed DRO, QC will direct the Plan's recordkeeper to remove the hold (1) if it approves the DRO, or (2) upon receiving any of the following:

- Subsequent Executed DRO that vacates or revises the prior Executed DRO (at which time a new Executed DRO benefit hold will commence);
- Subsequent court order that terminates the Alternate Payee's right to the Participant's Plan benefit, including an order to vacate the Executed DRO; or
- Plan Administrator's written direction to remove the hold.

6.2.3. Other Court Order / Joinder: If a benefit hold was placed due to receiving a court order, other than a DRO, or a joinder or other similar court document, QC will direct the Plan's recordkeeper to remove the hold upon receiving any of the following:

- Executed DRO (at which time an Executed DRO benefit hold will commence);
- Subsequent court order to remove the hold, that vacates the court order or joinder that caused the hold, or that clearly indicates the Alternate Payee has no interest in the Participant's Plan benefit; or
- Plan Administrator's written direction to remove the hold.

6.2.4. Plan Administrator's Written Direction: If a benefit hold was placed due to receiving the Plan Administrator's written direction, QC will direct the Plan's recordkeeper to remove the hold only upon receiving the Plan Administrator's subsequent written direction to remove the hold.

7. EFFECT OF REMOVING HOLD / SUBSEQUENT DRO

Approved DRO Before Hold Removal: If QC approves an Executed DRO before a benefit hold is removed, the Alternate Payee will receive payments from the Plan pursuant to the QDRO.

No Approval Before Hold Removal: If QC does not approve an Executed DRO before a benefit hold is removed, the Participant will be permitted to elect to receive a distribution if he/she is otherwise eligible.

Approved DRO After Hold Removal: If QC approves an Executed DRO after a hold is removed, the QDRO will be applied on a prospective basis only.

8. MISCELLANEOUS

8.1. Fair Split of Participant's Benefits

QC will not answer questions regarding whether a QDRO has fairly or equitably divided the Participant's benefits among the Participant and Alternate Payee. Instead, QC's role is limited to the technical requirements of DRO review and QDRO determination. It is the responsibility of the parties and/or their attorneys to determine what is fair and equitable, and to negotiate the QDRO's substantive provisions.

8.2. Incorrect Payments

The Plan Administrator has the right to require the Participant and/or the Alternate Payee to return to the Plan any overpayment. An overpayment is any Plan payment (or portion of a payment) to a party that was not required by the Plan or a QDRO. If the overpayment should have been paid to the other party, the Plan will recover the overpayment from the overpaid party and, in turn, will pay that amount to the other party.

8.3. QDROs Issued After Death

A DRO will not fail to qualify as a QDRO solely because it was submitted to the Plan Administrator after the death of the Participant or Alternate Payee. For example, if an attorney submits a draft DRO to be preapproved and the Participant or Alternate Payee dies before the DRO is signed by the court, the Plan Administrator would honor an Executed DRO submitted after the Participant's or Alternate Payee's death if it otherwise would qualify as a QDRO.

8.4. Begin Alternate Payee's Benefit Payments

If QC approves a DRO, and if the Alternate Payee is eligible to begin receiving his/her assigned benefits, the Alternate Payee must contact Empower Retirement at 1-800-338-4015 to obtain the appropriate payment forms and instructions. The Alternate Payee should allow sufficient time subsequent to approval of the DRO for the Plan Recordkeeper to calculate and segregate the Alternate Payee's assigned benefit, before contacting Empower Retirement.

8.5. Federal Taxes

The Internal Revenue Code provides that an Alternate Payee, who is the Participant's spouse or former spouse, is responsible for all federal taxes on Plan distributions to the Alternate Payee. On the other hand, for distributions to an Alternate Payee who is the Participant's child or other dependent, the Participant is responsible for all such federal taxes. A QDRO may not change these rules of federal taxation and, as a result, a DRO does not need to identify which party is responsible. If a DRO does address federal taxes, QC will not reject the DRO even if it is inconsistent with federal tax law. However, the Plan Administrator will report distributions as required by law, regardless of any conflicting provisions in the QDRO.

QDRO MODEL FORM

[NAME OF PARTY])	
Petitioner,)	Case No. _____
)	Qualified Domestic Relations Order
and)	
)	
[NAME OF PARTY])	
Respondent.)	

This domestic relations order ("Order") is intended to be a qualified domestic relations order ("QDRO"), as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and in Section 414(p) of the Internal Revenue Code of 1986, as amended ("Code").

1. Plan Name: This Order applies to the City of Delray Beach (**Plan**), as well as to any successor plan to the Plan.

2. Participant Information: The name, last known address, social security number, and birth date of the Plan "Participant" is:

Name: _____
Address: _____
Email: _____
Social Security Number: See [Personal Information Addendum Form](#)
Birth Date: See [Personal Information Addendum Form](#)

*For security purposes, QDRO Consultants strongly encourages parties and/or their counsel to use the [Personal Information Addendum Form](#).

Participant's Attorney Information:

Attorney's Name: _____
Address: _____
Phone: _____
Email: _____

3. Alternate Payee Information: The name, last known address, social security number and birth date of the "Alternate Payee" is:

Name: _____
Address: _____
Email: _____
Social Security Number: See [Personal Information Addendum Form](#)
Birth Date: See [Personal Information Addendum Form](#)

*For security purposes, QDRO Consultants strongly encourages parties and/or their counsel to use the [Personal Information Addendum Form](#).

Alternate Payee's Attorney Information:

Attorney's Name: _____

Address: _____

Phone: _____

Email: _____

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in his/her mailing address subsequent to the entry of this Order.

4. State Domestic Relations Law: This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of _____.

5. Marital Property Rights, Spousal Support, and/or Child Support: This Order relates to the provision of [marital property rights] [spousal support] [child support] to the Alternate Payee.

6. Benefit Assignment: This Order assigns to the Alternate Payee [_____% OR \$_____] (but in no event more than 100%) of the Participant's vested account balance in the Plan as of the Assignment Date (or the closest valuation date thereto) ("Assignment Date"). The "**Assignment Date**" is _____.

** In this blank enter the date of divorce, separation, or other appropriate or agreed upon date. Delete this instruction after filling in the blank.*

Any outstanding Participant loan in the Plan shall not be included in the Participant's vested account balance for purposes of determining the amount to be assigned to the Alternate Payee, and no portion of any such loan shall be assigned to the Alternate Payee. If the Participant's account balance consists of different sub-accounts and/or is invested in different investment fund options, the benefit assignment to the Alternate Payee shall be allocated on a pro rata basis from such vested sub-accounts and/or investment fund options. The assigned benefit shall be adjusted for gains and/or losses from the Assignment Date through the date that the Plan segregates the Alternate Payee's assigned benefit from the Participant's account balance.

7. QDRO Review and Determination Fee: A QDRO review and determination fee will be assessed against the Participant's account balance upon initial review of the DRO. However, once the final QDRO has been approved, the Plan Administrator will reduce the Alternate Payee's assigned share of the benefits by 50% of the fee.

8. Alternate Payee's Separate Account: Upon determining that this Order is a QDRO, the Plan shall segregate the Alternate Payee's assigned benefit into a separate account in the Alternate Payee's name. The Alternate Payee's account shall be invested in the same options and in the same proportions as the assigned benefits were invested prior to being assigned to the Alternate Payee.

9. Time and Form of Payment: The Alternate Payee may elect to receive a distribution from the Alternate Payee's account as soon as administratively feasible following the date this Order is approved as a QDRO or, if later, at the earliest date permitted under the Plan or in Code Section 414(p). The Alternate Payee may elect to receive a distribution from the Alternate Payee's account in any form available to participants and alternate payees generally under the Plan's provisions other than, if applicable, a joint and survivor annuity with respect to the Alternate Payee and a subsequent spouse. The Alternate Payee shall provide the Plan with any information and forms required to facilitate payment of the Alternate Payee's account.

10. Participant's Death: The Participant's death shall have no impact on the Alternate Payee's right to the Plan benefits assigned in this Order.

11. Alternate Payee's Death: If the Alternate Payee dies prior to complete distribution of the Alternate Payee's Plan benefits, the Alternate Payee's remaining Plan benefits shall be distributed to the Alternate Payee's designated beneficiary(ies) or, in the absence of such designation, pursuant to the Plan's default beneficiary provisions.

12. Impermissible Benefits: Nothing contained in this Order shall be construed to require the Plan (a) to provide any type or form of benefit, or any option, not otherwise provided under the Plan, (b) to provide increased benefits determined on the basis of actuarial value, or (c) to pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a QDRO.

13. QDRO Determination and Notice: The Participant, Alternate Payee, and/or their representatives shall promptly deliver a copy of this Order to the Plan. As provided in ERISA Section 206(d) and in Code Section 414(p), the Plan shall determine whether the Order is a QDRO and shall provide written notice of such determination to the Participant, Alternate Payee, and, if applicable, their representatives.

14. QDRO Administration and Interpretation: Because this Order is intended to be a QDRO, the Order shall be administered and interpreted consistently with ERISA, the Code, and the Plan's terms and procedures.

15. Court's Jurisdiction: The Court shall retain jurisdiction over this Order, including to amend the Order if necessary to conform it to the original intent of the parties and/or to establish or maintain its status as a QDRO.

16. Overpayments: If the Participant receives Plan benefits that are assigned to the Alternate Payee in this Order, or if the Alternate Payee receives Plan benefits that are not assigned to the Alternate Payee in this Order, then the relevant party shall promptly return such overpayment to the Plan.

17. Participant's Actions: The Participant shall not take any action, or refrain from taking any reasonable action, that can circumvent the intent of this Order, or that can diminish the Alternate Payee's rights provided in this Order.

18. Delivery of Order: Upon entry of this DRO, any of the parties shall immediately deliver a copy of this DRO to QDRO Consultants. The parties should securely submit a DRO at <https://qdros.com/submit>.

IT IS HEREBY ORDERED:

Executed on: _____

Judge

**EXHIBIT A-3:
SCHEDULE B:
INVESTMENT ADVISORY & MANAGEMENT SERVICES SCHEDULE**

LIST OF PLANS

1. **City of Delray Beach 457(b) Plan (“457(b) Plan”)**
[Group Account Number: 100788-01]
2. **City of Delray Beach 401(a) Plan (“401(a) Plan”)**
[Group Account Number: 100788-02]
3. **City of Delray Beach 401(a) Management Plan (“401(a) Plan”)**
[Group Account Number: 100788-03]
4. **City of Delray Beach General Employees DROP Plan (“401(a) Plan”)**
[Group Account Number: 100788-04]
5. **City of Delray Beach Police DROP Plan (“401(a) Plan”)**
[Group Account Number: 100788-05]
6. **City of Delray Beach Fire DROP Plan (“401(a) Plan”)**
[Group Account Number: 100788-06]

This Investment Advisory and Management Services Schedule (“**Schedule**”) is entered into by the parties under the MSA. This Schedule is between Empower Advisory Group, LLC, an Affiliate of Empower (“**Adviser**”) and Plan Sponsor effective as of October 25, 2025 (“**Schedule Effective Date**”). This Schedule incorporates by reference, and each party is bound by, the terms of the MSA. As such, this Schedule forms a separate and independent Investment Advisory and Management Services agreement for the Plan. Capitalized terms used but not defined in this Schedule have the meanings given to them in the MSA. If the terms of the MSA and this Schedule conflict, this Schedule controls, but only regarding the Services (defined below) rendered by Adviser relating to the employee benefit plan(s) sponsored by Plan Sponsor. The terms of this Schedule will not govern nor have any applicability to other relationships or services between Empower, or any other Empower Affiliate, and Plan Sponsor.

Plan Sponsor is engaging Adviser under this Schedule to provide investment advisory and analytic Services to certain Participants in the Plan(s) (defined below) for which Empower provides recordkeeping, administrative and other Services for Plan Sponsor as stated in the MSA. Plan Sponsor maintains the Plan, and for itself, as Plan Sponsor, and for the Plan Administrator of the Plan, has the authority to appoint agents and service providers for the Plan. Plan Sponsor understands that Adviser has selected Morningstar Investment Management, LLC (“**Subadviser**”) to serve as an independent financial expert under Department of Labor Advisory Opinion 2001-09A (and any modifications or amendments), to perform investment services including advisory Services and discretionary Managed Account Services, as further described in this Schedule. Adviser and Plan Sponsor agree as follows:

1. DEFINITIONS

“**Advisers Act**” means the Investment Advisers Act of 1940, as amended.

“**Managed Account Participant**” means a Participant participating in the Managed Account Service, or its successor service.

“Managed Account Service” means Adviser’s discretionary investment advisory service, as further defined in this Schedule.

“Online Advice Participant” means a Participant using the Online Advice Service by accepting Adviser’s online investment service agreement or terms of use.

“Online Advice Service” means Adviser’s non-discretionary investment advisory service, Online Advice, or its successor, as further defined in this Schedule.

“Opt-out Feature” means a feature of the Managed Account Service selected by Plan Sponsor through which Participants, designated by Plan Sponsor, are automatically enrolled in the Managed Account Service, as further defined in this Schedule.

“Participant” means an eligible participant, beneficiary or alternate payee who is eligible for the Services.

“Plan” means the employee benefit plan or plans, or other compensation programs or arrangements maintained by Plan Sponsor as listed in this Schedule (as the same may be amended in writing by the parties). If more than one Plan is covered by this Schedule, any references in this Schedule to the Plan means each of the Plans, unless the context requires otherwise.

“Plan Administrator” means the “administrator” of the Plan as that term is defined under Section 3(16)(A) of ERISA and Section 414(g) of the Code, or such comparable person responsible for the administration of the Plan if the Plan is not subject to such ERISA or Code provisions.

“Rollout Date” means that date on which Adviser has made all of the Services provided under this Schedule available to Participants.

“Schedule” means this Investment Advisory and Management Services Schedule, including any exhibits (**“Exhibits”**) attached as of the Schedule Effective Date or hereafter as mutually agreed to in writing by the parties.

“Services” means the specific services for the Plan covered by this Schedule (including the attached Exhibits).

2. SERVICES PROVIDED BY ADVISER

2.1. This Schedule describes the terms under which Adviser will provide Services to the Plan. The terms of this Schedule are incorporated by reference into each Exhibit. Adviser represents that: (i) it is registered with the Securities and Exchange Commission as an investment adviser under the Advisers Act, (ii) it is an investment adviser and fiduciary under the Advisers Act and is a fiduciary under ERISA if it provides Services to Online Advice Participants, and (iii) it is an investment adviser and fiduciary under the Advisers Act and is an investment manager (as defined under Section 3(38) of ERISA) if it provides Services to Managed Account Participants.

2.2. The parties specifically agree that no provision of this Schedule or any Exhibit requires Adviser to: (i) provide investment advice to Plan Sponsor or Plan Administrator; (ii) exercise any discretionary authority or discretionary control relating to the management of the Plan; or (iii) have or exercise any discretionary authority or responsibility in the administration of the Plan, including the selection of the Opt-Out Feature of the Managed Account Service (if applicable). Adviser has no discretion or

responsibility to interpret provisions of the Plan or to determine eligibility, participation, or the right to receive benefits under the Plan.

2.3. Adviser shall take appropriate actions and maintain policies and procedures reasonably necessary to ensure Adviser does not engage in any nonexempt prohibited transactions under ERISA in providing Services hereunder. Adviser's policies and procedures are designed to comply with applicable law, including Department of Labor Advisory Opinion 2001-09A (and any modifications or amendments), under which Adviser has delegated certain obligations under this Schedule to Subadviser, as described in Adviser's Form ADV Brochure.

2.4. Adviser has authorized Empower Financial Services, Inc. ("**EFSI**"), an Affiliate of Adviser, and its licensed agents and registered representatives who are Empower employees (collectively, "**Agents**") to solicit, refer and market Adviser's Services. Empower's retirement plan advisors are salaried professionals who act in the best interest of individuals and are not compensated for placement of investment products or managed account solutions. This helps to ensure that we provide customers with unbiased, impartial, and balanced information regarding the plan's investment options.

2.5. Nothing in this Schedule is intended to constitute legal or tax advice from Adviser to Plan Sponsor, or to any other party. Plan Sponsor understands that Adviser has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel or tax adviser.

2.6. Empower's current Privacy Notice is provided as a part of the MSA but does not lessen any of Empower's obligations regarding Personal Data hereunder.

3. RESPONSIBILITIES OF PLAN SPONSOR

3.1. Plan Sponsor or its designated agents shall be responsible for providing to Adviser accurate data and information necessary to enable Adviser to perform the Services required under this Schedule, including timely and reasonable notification of employer-initiated events, the information, materials, Directions or other data referenced in any Schedule, and the information reasonably requested by Adviser to enable it to comply with federal law concerning Know Your Customer rules under the USA Patriot Act, in such form and when the parties mutually agree. Adviser may reject or return any documents, materials, or other information that are unreadable, corrupted, or which Adviser cannot process. Plan Sponsor shall provide or assist Adviser in obtaining all Participant data that is necessary to perform its duties under this Schedule, including date of birth, income, gender, and state of residence. Timely receipt of appropriate information is a prerequisite to the performance of Adviser's Services and Adviser are not liable for any delay or failure in the performance under this Schedule due to Plan Sponsor's failure to comply with the information submission deadlines established and communicated to Plan Sponsor by Adviser in a timely manner.

3.2. Plan Sponsor or Plan Administrator shall make all discretionary decisions relating to the administration of the Plan relative to the Services and shall direct Adviser under such decisions. Plan Sponsor shall be responsible for selecting and monitoring the Investment Options offered through the Plan. Plan Sponsor agrees, for itself and for the Plan, that neither Adviser nor Subadviser have any authority or responsibility under this Schedule for the selection or monitoring of the Plan's Investment Options, or the provision of investment advice to Plan Sponsor relating to the Plan's Investment Options. Empower, as the Plan's recordkeeper, may facilitate the use and awareness of the Services during the Plan enrollment

process or as otherwise requested by Plan Sponsor and Empower's call center may refer Participants to Adviser's investment adviser representatives if the call concerns the Plan or their Plan account. If the individual terminates or otherwise un-enrolls from the Managed Account Service, such individual's account will remain invested in the Investment Options as selected by the Adviser or Subadviser before such termination or un-enrollment and that the individual or Plan Sponsor is responsible for any subsequent changes to the Investment Options.

3.3. Plan Sponsor shall be responsible for deciding whether to implement the Opt-Out Feature of the Managed Account Service and determining which Participants will be subject to the Opt-Out Feature and direct Adviser relating to such decisions. If Plan Sponsor designates the Managed Account Service as the default investment for the Plan, Plan Sponsor shall be responsible for selecting an Investment Option for purposes of allocating individual accounts until the Adviser begins management of a Managed Account Participant's account; provided, however, if the individual is not eligible for the Managed Account Service, such individual's account will remain invested in the Investment Options selected by the individual or Plan Sponsor until the individual or Plan Sponsor directs otherwise.

3.4. Under the terms of this Schedule, Plan Sponsor appoints Adviser as an investment adviser or investment manager, as applicable. As an investment manager, Plan Sponsor Directs Adviser, without limitation, to initiate with Empower buys, sells, reallocations or other investment transactions and to calculate installment distributions, if applicable, under the Plan for Managed Account Participants. Each Managed Account Participant will acknowledge Adviser's terms of service at the time of affirmative enrollment in the Managed Account Service. Any Managed Account Participant enrolled in the Managed Account Service through the Opt-Out Feature or Plan default process will be deemed, by and through Plan Sponsor, to have so acknowledged Adviser by the Managed Account Participant's continued participation in the Managed Account Service after the applicable deadline by which such Participant was required to have declined participation in the Managed Account Service. Plan Sponsor understands and acknowledges that: (i) Adviser does not effect investment transactions and that investment transactions will be effected by the appropriate party or agent chosen by Plan Sponsor, including the Plan's trustee or custodian; (ii) Adviser shall communicate, through Empower, information to initiate the investment transactions to such parties; and (iii) Empower shall make available to Adviser the investment transaction information related to the investment allocations directed by Adviser. Plan Sponsor also agrees that transactions initiated by Adviser for Managed Account Participants will not be subject to any Plan limitations or corporate policy restrictions, such as blackout periods (other than a blackout period applicable to all Managed Account Participants at the same time), preclearance requirements, or other transaction restrictions, unless required by law.

3.5. Plan Sponsor has received and read the supplemental Adviser's Form ADV Brochure as required by Rule 204-3 of the Advisers Act.

3.6. The Plan's Investment Options will be held by a custodian or trustee duly appointed by Plan Sponsor. Except for the fee deduction described in Section 4 of this Schedule, nothing contained in this Schedule is deemed to Direct Adviser to take or receive physical possession of any of the assets of the Plan or to confer custody of such assets on the Adviser within the meaning of Rule 206(4)-2 of the Advisers Act. Adviser does not have any proxy voting or other execution powers under the Plan, the Services, this Schedule or otherwise. Plan Sponsor has designated a person or persons other than Adviser to vote proxies relating to the Plan's Investment Options.

3.7. Adviser may rely on and act on any instruction, certification, or Direction received (whether in writing, orally, by telephone, voice response system, fax or other teleprocess, or by other electronic means or other medium, including internet or e-mail transmission, acceptable to Adviser) from any person Adviser reasonably believes to be so authorized to provide such Direction. Adviser has no duty to inquire or to question the accuracy or completeness of any data or Direction provided to it.

3.8. Plan Sponsor represents that the Plan is qualified under Section 401(a) or 457 of the Code and the Puerto Rico Internal Revenue Code of 2011, as amended ("PR Code"), Section 1081.01, where applicable, that the Plan Administrator has been duly appointed under the Plan, and that the person executing this Schedule may do so. Plan Sponsor shall maintain the Plan's documents, including any amendments based on design modifications, for determining operational compliance of the Plan with Plan documents, and, where applicable, for ensuring that the Plan is qualified under Section 401(a) or 457 of the code and its related trust is tax-exempt under Section 501(a) of the Code. Plan Sponsor shall promptly notify Adviser if Plan Sponsor learns of any facts or of any regulatory action or prospective action which may result in the Plan ceasing to be qualified, where applicable, under Section 401(a) or 457 of the Code. While Adviser may possess and consult a copy of the Plan, trust agreement or related document(s), the possession or consultation of those documents does not alter or expand Adviser's responsibilities under this Schedule. If the Services will be offered in a non-qualified plan, Plan Sponsor has reviewed the form of payment of Adviser's fees and determined that it is appropriate given the design and operation of the non-qualified plan.

4. FEES & CHARGES

4.1. Adviser is entitled to compensation for the Services it provides under the fee provisions stated in Exhibit B-1 attached to this Schedule. Fees will be deducted from the Plan's trust or other funding vehicle, charged to Participant accounts, or invoiced to Plan Sponsor as elected in the applicable Schedule or as directed by Plan Sponsor. Plan Sponsor shall determine that fees paid are reasonable expenses of administering the Plan.

4.2. The Managed Account Service fees will be deducted directly from Managed Account Participant accounts in arrears. Plan Sponsor Directs Empower to collect these fees for Adviser and to deduct fees from Managed Account Participant accounts under the Service elections and fees described in Exhibit B-1 attached to this Schedule.

4.3. Adviser may provide additional services under Direction from Plan Sponsor. Any fees for such additional services will be agreed on by Adviser and Plan Sponsor before the provision of additional services.

5. PRIVACY

Adviser acknowledges that it is a "financial institution," within the meaning of Regulation S-P, Privacy of Consumer Financial Information, issued by the Securities and Exchange Commission ("**Reg S-P**") along with the GLBA and other applicable federal and state laws. Adviser will receive Personal Data which constitutes "personally identifiable financial information," within the meaning of Data Protection Laws. Adviser has adopted a Privacy Notice, which will apply to Personal Data, that may be amended.

6. FIDUCIARY INDEMNIFICATION

In addition to the Liability & Indemnification provision stated in Section 9 of the MSA, Adviser shall also indemnify Plan Sponsor from Damages asserted by a third-party resulting from Adviser's breach of its fiduciary duties under ERISA relating to the Services as described in this Schedule.

7. TERM & TERMINATION

7.1. Term. Either party may terminate this Schedule with ninety days' notice to the other party of its intent to terminate unless terminated under the applicable provisions of Section 7.2 of this Schedule.

7.2. Termination. This Schedule automatically terminates in the following circumstances:

7.2.1. Either party notifies the other of that it has determined in good faith that the Schedule is not consistent with its fiduciary duties under ERISA or applicable federal or state law; or

7.2.2. The Agreement or the Recordkeeping Services Schedule between Plan Sponsor and Empower terminates or expires; or

7.2.3. The agreement between Adviser and Subadviser terminates or expires, and Adviser cannot contract with a suitable replacement to serve as a Subadviser.

7.3. Effect of Termination. As of the effective date of the termination of this Schedule, Adviser will terminate Participant access to the Services and stop performing any Services to Participants. Plan Sponsor shall notify Participants, including Online Advice Participants and Managed Account Participants, of the termination as soon as practicable. Adviser may assist Plan Sponsor in notifying Participants, Online Advice Participants and Managed Account Participants regarding the termination of Services; provided, however, if Plan Sponsor requests such assistance, Adviser may charge Plan Sponsor all reasonable fees, costs or expenses incurred by Adviser in connection with the provision of such assistance. Termination of the Schedule does not relieve Plan Sponsor or Managed Account Participants of their respective obligations, if any, to compensate Adviser for Services rendered through the effective date of such termination. If applicable, Adviser shall reimburse Plan Sponsor or Participants for any prepaid amounts that relate to the provision of Services after the effective date of termination.

8. AGENTS

Adviser has delegated certain of its obligations to Subadviser, and that Adviser may, in its sole discretion, to replace Subadviser on reasonable prior notice to Plan Sponsor. If the Subadviser terminates its agreement with the Adviser and provides advance notice to the Adviser, Adviser shall notify Plan Sponsor of such change as soon as reasonably practicable. If the Subadviser replacement is deemed unsatisfactory by Plan Sponsor, Plan Sponsor may terminate this Schedule at any time under Section 7. Adviser represents that Subadviser is not affiliated with Adviser or Empower and that Adviser has entered into an agreement with Subadviser that includes representations that the Subadviser: (i) is registered with the Securities and Exchange Commission as an investment adviser under the Advisers Act, and (ii) will maintain the required federal or state investment advisory registrations that permit it to perform its obligations under its agreement with Adviser, and (iii) will act, at all times in providing the methodology and software for Adviser's Services, in conformity with the requirements imposed on Subadviser as an Subadviser under Department of Labor Advisory Opinion 2001-09A (and any modifications or amendments), if applicable to the Services.

9. NOTICES

All notices required by this Schedule must be in writing and must be sent to Adviser as stated below and to the most current Plan Sponsor and trustee address on file with Adviser. All notices sent are effective on receipt.

To Adviser:

Tina Wilson (or successor)
EVP & Chief Product Officer
Empower Advisory Group, LLC
8515 East Orchard Road
Greenwood Village, CO 80111

with a copy to:

Empower Advisory Group, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

The parties have signed this Schedule as of the Schedule Effective Date.

This Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures reasonably believed to be genuine on this Agreement or such other documents are the same as handwritten signatures for validity, enforceability, and admissibility. This Schedule is not binding on either party until signed by both parties.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

EMPOWER ADVISORY GROUP, LLC

By: *Adam Kavan*

Print Name: Adam Kavan

Title: VP & Associate General Counsel

(SEAL)

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 4 day of September, 2025 by Adam Kavan (name of person), as VP & Associate General Counsel (type of authority) for Empower Advisory Group, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

Deidre A. Dunlap
Notary Public – State of Colorado

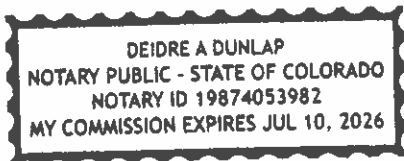


EXHIBIT B-1:
DISCRETIONARY INVESTMENT ADVISORY AND NON-DISCRETIONARY SERVICES

Services under this Schedule start on a date as mutually agreed to by the parties, as administratively and operationally feasible.

1. GENERAL DESCRIPTION OF SERVICES

1.1 Adviser provides a full suite of discretionary and non-discretionary investment advisory services to eligible Participants as selected by Plan Sponsor. Such services may include set-up services, communications, reporting, investment recommendations, and initiation of investment transactions, subject to the terms of the Schedule and this Exhibit, as the same may be amended in writing by the Parties.

1.2 As part of its Services, Adviser provides Participants access by telephone to the telephone call center (investment adviser representatives available from 8:00 a.m. to 9:00 p.m. Eastern Time, Business Days), and Adviser shall provide Participants, and designated representatives of Plan Sponsor, web access to Plan and Participant account information, subject to periodic maintenance and system availability.

2. SERVICE ELECTIONS

2.1 Managed Account Service.

2.1.1 As further described in Adviser's Form ADV Brochure, the Managed Account Service provides discretionary advisory services, consisting of personalized portfolios created by Subadviser based on the Investment Options available in the Plan, to Managed Account Participants. The Managed Account Service allocates enrolled Participant accounts to personalized portfolios, and automatically rebalances portfolio allocations if Adviser believes rebalancing to be appropriate.

2.1.2 Unless otherwise agreed to by the parties, Adviser shall construct portfolios using the Plan's core Investment Options ("**Core Investment Options**"), which are those Investment Options selected for use in the Plan by Plan Sponsor that provide investment choices under the following asset categories: Fixed Income/Cash, Bond, Large Cap, Small/Mid Cap, and International.

2.1.3 Core Investment Options do not include any employer stock alternatives or self-directed brokerage option alternatives. Unless Plan Sponsor restricts Adviser from selling employer stock held in an account managed by Adviser, Adviser shall liquidate employer stock held in an account that Adviser manages. The Plan must select and at all times maintain Core Investment Options that cover the broad asset categories to use the Managed Account Service and the Online Advice Service. Managed Account Participants may further customize their portfolio by providing additional information to Adviser by phone or online and such information will be considered by Subadviser to determine portfolio recommendations for the Managed Account Participant. Adviser shall periodically review and rebalance the Managed Account Participant's portfolio.

2.1.4 A Managed Account Participant may cancel his or her participation in the Managed Account Service by calling Adviser's representative or through the website. On a Managed Account Participant terminating participation in the Managed Account Service, the Managed Account Participant is solely responsible for the investment of his or her Plan account.

2.1.5 While this Schedule assumes that enrollments of Participants will be performed primarily on an “opt-in” basis such that Participants must voluntarily enroll in the Services described in this Schedule, Plan Sponsor may also desire that Adviser’s Services be implemented for a selected group of Participants on an “opt-out” basis, under Plan Sponsor’s Direction to Adviser. These opt-out events may occur at the time when the Plan begins receiving recordkeeping services from Empower, or on some other occasional or periodic basis. This Section **Error! Reference source not found.** will refer to the group of Participants designated for opt-out enrollment as **“Enrolling Participants.”**

2.1.5.1 For the Managed Account Service, Plan Sponsor designates the Participants, identified below, as eligible to be automatically enrolled in the Managed Account Service unless a Participant opts out of enrollment.

Plan Sponsor Directed Enrollments (Qualified Default Investment Alternative (QDIA)/Default Investment and/or Opt-Out Campaign Feature)

Plan Sponsor designates the following Participants to be enrolled in the Managed Account Service:

- ☐ All eligible Participants
- ☐ All Participants newly eligible for Plan enrollment (QDIA/Default investment)
- ☐ Only Participants hired on and after [insert date]
- ☐ Other [describe eligible population]

2.1.6 Adviser or Empower shall notify Enrolling Participants of their automatic enrollment into the Managed Account Service at least two times. At least one enrollment notification will take place in advance of the automatic enrollment to give Enrolling Participants adequate opportunity to assess whether to opt-out of the enrollment process. Each Enrolling Participant actually enrolled in the Managed Account Service will be sent materials confirming Managed Account Service enrollment by Adviser shortly after enrollment processing.

2.1.7 Enrolling Participants may elect not to participate in the Managed Account Service through the methods described in enrollment notifications provided to Participants, such as by calling Adviser to opt-out, or by declining enrollment through Adviser’s internet interface. If a Participant has made a financial or investment election on their account after enrollment notification, but before the automatic enrollment process into the Managed Account Service, the Participant will not be enrolled.

2.1.8 If Enrolling Participants are automatically enrolled when the applicable Plan converts onto the recordkeeping platform provided by Empower, Enrolling Participants’ accounts will become actively managed by the Managed Account Service shortly after assets are transferred from the prior recordkeeper. For the short period between asset transfer from the prior recordkeeper until Adviser can assume active management of the account, Enrolling Participants’ accounts will be invested in similar investments as were held at the prior recordkeeper, under mapping Directions received by Plan Sponsor. Once conversion to the recordkeeping platform is complete, Enrolling Participants may cancel their enrollment in the Managed Account Service at any time by completing the cancellation form available online or by calling Adviser at the Plan’s existing toll or toll-free customer service number.

2.1.9 If Plan Sponsor Directs Adviser to enroll Participants on an opt-out basis after the initial transition of the Plan to the Empower recordkeeping platform, Adviser may offer a free period for the Managed Account Service, under which no Managed Account Service fees will be assessed to Enrolling

Participants within sixty days following enrollment date.

2.1.10 Data requirements for Enrolling Participants.

2.1.10.1 Subject to the information below, if Adviser does not have required indicative data for an Enrolling Participant, the Enrolling Participant will not be enrolled into the Managed Account Service.

2.1.10.2 Plan Sponsor may provide Adviser with default data for use in processing enrollments for Enrolling Participants, and in advising Participant accounts. If Plan Sponsor provides Direction to use default data, such as income assumptions, Adviser's use of such default data is consistent with Adviser's execution of its fiduciary responsibility in providing investment advice to Participants.

2.1.10.3 Gender Assumption. If gender information is missing on any Participant, Plan Sponsor Directs Adviser to default gender assumption to female, unless Plan Sponsor otherwise Directs Adviser, for purposes of processing Managed Account Service enrollment.

2.1.10.4 Date of Birth. If a Participant's date of birth is beyond the mortality tables used by the independent financial expert, or the Participant's date of birth provided to Adviser is invalid, the Participant will not be eligible to be enrolled into the Service.

2.2 Online Advice Service. Adviser shall provide access to the Online Advice Service to Participants. For the Online Advice Service, Adviser shall provide non-discretionary advisory services, consisting of investment recommendations created by Subadviser based on the Investment Options available in the Plan, to Online Advice Participants. Online Advice Participants shall implement the investment recommendations. Beyond the initial recommendation, Adviser is not responsible for providing additional investment recommendations or the management of an Online Advice Participant's account. The Online Advice Service is only available through websites supported by Empower and Subadviser. Managed Account Participants are not eligible for the Online Advice Service while participating in the Managed Account Service.

3. COMMUNICATION AND ONGOING MAINTENANCE

3.1 Enrollment. Adviser shall conduct, (at no additional charge to Plan Sponsor), an education/enrollment campaign as part of the rollout of the Services to all eligible Participants and an annual campaign thereafter. The campaign materials will be provided to each Participant and may include a descriptive brochure, descriptive letter from Plan Sponsor, enrollment form, follow-up communication and other appropriate materials. Participants can enroll in the Managed Account Service through an online website (accessed through the Plan's participant website or enrollment site), Adviser's investment adviser representatives or by returning an enrollment form.

3.2 Ongoing Communications.

3.2.1 Communication and ongoing maintenance include monitoring the use of Services, and integrating Services communications into the Plan's overall communications campaign, including enrollment materials, forms, web site, and group meetings.

3.2.2 As part of a Participant's enrollment in the Managed Account Service, the Participant will receive the Managed Account Service welcome kit shortly after enrollment. The Participant

will receive an annual kit shortly after their birthday. Each kit provides the Participant an update on their account and reaching their retirement goals. Standard materials may include a discussion of Services in enrollment/education materials, print/email communications specific to the Services, on the website, and in personalized Participant materials. Additional or custom Participant communications materials may be used by Adviser and may be paid for by Adviser, Empower or Plan Sponsor. Such additional or custom communications may include targeted marketing techniques based on Participant demographical and account data (including age, income, deferral rates, current investment elections) to identify Participants who may benefit from participation in the Managed Account Service.

4. ADVISORY AND PORTFOLIO MANAGEMENT SERVICES FEES

Managed Accounts per Participant Annual Fee	
<i>Account Balance</i>	<i>Managed Account Annual Fee</i>
First \$100,000 of account balance	0.45 %
Next \$150,000, up to \$250,000 account balance	0.35 %
Next \$150,000, up to \$400,000 account balance	0.25 %
Amounts greater than \$400,000	0.15 %

For example, if a Participant's account balance subject to the Managed Account Service is \$50,000, the fee is **0.45%** of the account balance. If the account balance subject to the Managed Account service is \$500,000, the first \$100,000 will be subject to a fee of **0.45%**, the next \$150,000 will be subject to a fee of **0.35%**, the next \$150,000 will be subject to a fee of **0.25%** and amounts over \$400,000 will be subject to a fee of **0.15%**.

5. ADDITION OF NEW PLANS

Tax-deferred plans not listed at the top of this Schedule B that are added to Plan Sponsor's program after the Schedule Effective Date will not be included in this Agreement and will be subject to additional fees.

6. LIMITATIONS AND INVESTMENT OPTION CHANGES

Services will have limited capabilities for purposes of enrollment, rebalancing or reforecasting for up to ten Business Days following changes to the investment option lineup. Other functionality will be available during this time. Adviser and Subadviser need to conduct a new analysis of the available Investment Option array to accommodate these changes. This analysis will take approximately ten Business Days, during which time, Online Investment Advice, and the Managed Account Service will not be available for Participant use. Once the analysis is complete, Online Investment Advice and the Managed Account Service will once again be available.

EXHIBIT B-2: EAG ADV BROCHURE

Item 1 – Cover Page

EMPOWER ADVISORY GROUP, LLC (EAG)

Disclosure Brochure for:

Online Advice & Managed Account Service (My Total Retirement)

8515 East Orchard Road
Greenwood Village, CO 80111

Telephone: 855-756-4738

March 28, 2024

This Brochure provides information about the qualifications and business practices of Empower Advisory Group, LLC (EAG). Specifically, this Brochure provides information on the qualifications and business practices for the advisory services provided by EAG and sub-advised by Morningstar Investment Management, LLC (Morningstar Investment Management). If you have any questions about the contents of this Brochure, please contact us at 855-756-4738. The information in this Brochure has not been approved or verified by the Securities and Exchange Commission (SEC) or by any state securities authority.

EAG is a registered investment adviser under the Investment Advisers Act of 1940 (Advisers Act). Registration of EAG does not imply any level of skill or training. Additional information about EAG is available on the SEC website at <https://adviserinfo.sec.gov> or on EAG's website at <https://empower.com/eag>.

The SEC's web site also provides information about any person affiliated with EAG who is registered, or is required to be registered, as an investment adviser representative with EAG.

Item 2 – Material Changes

This section of the Brochure highlights and discusses any material changes that were made since the Adviser's last update on January 30, 2024. There are no material changes to report.

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Item 4 – Advisory Business:

Description of Advisory Firm

EAG has been a registered investment adviser under the Advisers Act since 2000. EAG is also registered in all 50 states, the District of Columbia, Guam, US Virgin Islands, and Puerto Rico. EAG offers investment management and advisory services to plan sponsors of employer-sponsored retirement plans such as 401(a), 401(k), 403(b) and 457 plans, including government entities and their participants, and to all account holders of the Empower Premier IRA, Empower Premier Investment account and Empower Managed Portfolio accounts. EAG does not choose the investments offered in employer-sponsored retirement plans or IRAs. EAG serviced plans receive recordkeeping services through Empower Retirement, LLC (Empower), the recordkeeping entity affiliated with EAG. EAG also offers investment management services to individuals and to retail brokerage account holders. More information about EAG's services, including an applicable brochure, can be obtained by contacting EAG at the number provided on the cover page of this Brochure or by visiting EAG's website at <https://empower.com/eag>.

EAG is a wholly owned subsidiary of Empower Services Holdings US, LLC, (ESH US) a holding company domiciled in the State of Delaware. ESH US is owned by Empower Annuity Insurance Company of America (EAICA). EAICA is a direct, wholly owned subsidiary of Empower Holdings, LLC (EHL), a Delaware holding company. EHL is a direct wholly owned subsidiary of Great-West Lifeco U.S. LLC. (Lifeco U.S.) and an indirect wholly owned subsidiary of Great-West Lifeco Inc. (Lifeco), a Canadian holding company. Lifeco is a subsidiary of Power Financial Corporation (Power Financial), a Canadian holding company with substantial interests in the financial services industry. Power Corporation of Canada (Power Corporation), a Canadian holding and management company, has voting control of Power Financial. The Desmarais Family Residuary Trust has voting control of Power Corporation, through a group of private holding companies that it controls.

Types of Services Discussed in this Brochure:

EAG provides a range of direct account holder-level and participant-level investment services as well as services provided indirectly through private-label arrangements with institutional partners (the Services). The Services include Online Advice (OA) and the Managed Account service (MA Service) or My Total Retirement (MTR). Other services that may be available to clients include Spend-Down Advice, Financial Planning Service and Retirement Income Projection Tools and Services. EAG provides its Services through a proprietary, computer-based software program that is developed and maintained by Morningstar Investment Management.

In addition, EAG provides sub-advisory and technology services to outside adviser firms through a service called Advisor Managed Accounts (AMA). This service enables the AMA firms to offer their own investment advisory and management services within retirement plans serviced by Empower. The total sub-advised assets as of December 31, 2023, for this service totaled \$ 4,159,815,129.

There is no guarantee provided by any party that participation in any of the advisory services will result in a profit.

Morningstar Investment Management LLC:

Morningstar Investment Management is a registered investment adviser wholly owned by Morningstar, Inc. and is not affiliated with EAG or any company that is affiliated with EAG. Morningstar Investment Management is located in Chicago, Illinois. A copy of its Form ADV Part 2A brochure may be obtained at <https://adviserinfo.sec.gov>. Morningstar Investment Management serves as an independent financial expert (IFE) in accordance with the Department of Labor *SunAmerica* Advisory Opinion 2001-09A, dated December 14, 2001 (the *SunAmerica* Opinion). Morningstar Investment Management uses its proprietary methodology to evaluate the available investment options in a retirement plan and to develop an individualized investment strategy for plan participants and account holders. The plan, plan sponsor or plan fiduciary must select and continuously maintain investment options that cover broad asset categories. The investment options selected for the plan generally consist of a broad range of

asset classes. More information is provided under Item 10 – Other Financial Industry Affiliations. Item 8, Methods of Analysis and Investment Strategies and Risk of Loss discusses the general risks of investing. The risks associated with the investment options can vary significantly with each particular investment category and the relative risks of categories may change. Accordingly, EAG may make changes from time to time regarding the availability of certain investment options. The fees, risks, responsibilities of plan sponsor/plan provider/participant and limitations for each of these services are discussed in greater detail below. Fees and expenses are also explained in the respective prospectus, which accompanies each investment option, as applicable.

Certain EAG's Services rely on Morningstar Investment Management's proprietary methodology, which is based on a review of available quantitative data to analyze and screen the investment options within a plan. Morningstar Investment Management also applies qualitative analysis by investment professionals, such as evaluations of investment managers, portfolios, and individual investments. The primary sources of information used by Morningstar Investment Management are the extensive databases and methodologies of Morningstar Investment Management and/or its affiliates, and interviews with investment managers. Other sources include financial publications, annual reports, prospectuses, press releases, and SEC filings. Morningstar Investment Management combines this information with other factors — including actuarial data, stock market exposure, probability analysis, and mean-variance optimization — into its proprietary software program to analyze a complex set of market data and variables. The result is an advanced model capable of providing investment recommendations and projections of different outcomes. Using this model, Morningstar Investment Management develops an investment strategy tailored to your investment goals.

1. Online Advice

OA is based on the software program developed by Morningstar Investment Management. It provides the participant with retirement goal forecasting advice and fund-specific asset allocation recommendations tailored to the specific participant's financial situation and retirement goals. OA is tailored for individuals who wish to manage their own retirement account with the assistance of the service tools and investment advice.

OA provides participants with a retirement goal forecast through various assumptions and hypothetical financial and economic scenarios. These scenarios are based on factors such as historic returns, market volatility, cross-correlations, calculated risk premiums, interest rate fluctuations, inflation, and market conditions; all of which have limitations. The participants can interact with OA to see how changes in their decisions about their savings, expected retirement age, level of investment risk and retirement income goal may affect the system's forecast. Participants who enroll in OA are responsible for determining the portfolio allocation that is best suited for their needs and investment strategy.

The investment recommendations provided by OA are limited to the available investment options within the participant's specific retirement plan. OA does not make any recommendations about investing in any individual stocks or other asset classes, including employer stock that may be an investment option under the participant's retirement plan.

Participant Responsibilities:

Participants are responsible for making their investment decisions and may implement OA recommendations either online or by phone. Participants are also solely responsible for reviewing and updating the information they input in the OA service with respect to the completeness, accuracy, and timeliness of the information. Participants should review their retirement accounts periodically to monitor changes in the market and the value of their investments. A failure by an individual to review and update their account information through OA may materially affect the content and value of the service.

Limitations on the Online Advice Service:

The recommendations provided through OA are estimates based on the responses and information provided by the participants. Neither EAG nor Morningstar Investment Management make any guarantees or warranties, express or implied, as to the accuracy, timeliness, or completeness of such information. The OA service is also subject to the general market and financial conditions existing at the time of use.

The retirement goal forecast and investment recommendations provided by OA is not a guarantee of future results, nor is it a guarantee that a participant will achieve their retirement goals. OA should only be used by participants as a tool in their retirement planning and not as a substitute for their own informed judgment. Neither EAG nor Morningstar Investment Management has an obligation to update any information for a specific individual or to proactively contact the individual to obtain updated information. A failure by an individual to review and update account information through OA may materially affect the content and value of services received from EAG.

2. Managed Account Service (also known as My Total Retirement)

EAG offers a discretionary managed account service (Managed Account, MA service or MTR). This is a professional and flexible asset management program based on data resulting from the methodologies and proprietary software program developed and employed by Morningstar Investment Management. In the MA service, EAG has discretionary authority over the allocation of available investment options, without prior participant approval of each transaction. All ongoing investment transfers and investment direction changes are implemented for individuals enrolled in the MA service.

The MA service designs a specific asset allocation portfolio for the participant that reflects the individual's retirement goals, life stages, specified risk constraint and overall financial situation. The MA service considers plan assets and other assets and investments not included within the plan if provided by the participant.

On a periodic basis, individual accounts in the MA service are re-forecasted, which may include rebalancing and reallocating the individual's asset allocation portfolio. This is done to maintain alignment with the allocation percentages determined by Morningstar Investment Management through various assumptions and hypothetical financial and economic scenarios. Participants receive an account update and forecast statement annually and can update their personal information at any time by calling EAG at their plan's toll-free customer service number, or by visiting the appropriate website. Some plan providers may offer a guaranteed lifetime benefit withdrawal option to plan participants who are approaching retirement or are in retirement. If the plan provider offers this service and if the participant meets the retirement criteria established by the plan provider or plan sponsor, the investment strategy may include a suggested amount that can be withdrawn while maintaining income throughout retirement. It may also include information about allocating a portion of the managed account balance for the purchase of an annuity or other guaranteed income product.

Limitations on the Managed Accounts Service:

When participants enroll in the MA service, they must transfer and allocate their entire retirement account balance to the Managed Account. For participants, there is an exception of employer stock and employer directed monies. Partial management of participants' account where they are invested in other investment options (such as individual stocks or other asset classes outside of the available investment options) while also participating in the MA service is not an available alternative. Participant balances in any of these investment options must be liquidated, subject to plan and/or investment provider restrictions, or the participant cannot be enrolled in the MA service. For participants, certain outside non-advisable assets may be permitted while also participating in the MA service. However, the participant's entire advisable account balance must be allocated to the MA service.

Once enrolled in the MA service, participants delegate certain account management functions to EAG including functionality for fund-to-fund transfers, change fund allocations, the dollar cost averaging tool and/or the rebalancer tool. However, individuals in the MA service retain full inquiry access to their accounts and may still

request approval for loans or take a distribution withdrawal, if permissible. Participants may un-enroll at any time from the MA service. Once they do so, the participants resume full responsibility for the investment management of their accounts. An individual may un-enroll online or by contacting an EAG investment adviser representative.

3. Spend-Down Advice

Participants who are enrolled in any of EAG's Services discussed above are also provided with an additional feature of Spend-Down Advice which includes retirement planning tools. The Spend-Down Advice illustrates how long the desired income may last in retirement and determines how much spendable income the participant may be able to sustain throughout their retirement. The Spend-Down Advice provides both the amount and sources of income available throughout their retirement. The services provided under Spend-Down Advice provide projections of spendable income and do not constitute investment advice under the Investment Advisers Act of 1940.

4. Retirement Income Projection Tools and Services

EAG may offer online tools and services for participants to convert projected or actual retirement savings into estimated monthly retirement income. This interactive retirement planning service consists of various retirement income projection tools. These tools are informational in nature, do not reflect actual investment results, and are not guarantees of future results. These tools do not constitute investment advice under the Investment Advisers Act of 1940.

Enrollment in EAG's Services:

Plan providers and plan sponsors select the Service(s) (i.e., OA and/or the MA service) that are made available to plan participants and how participants can authorize the Service(s). Participants must agree to the terms of a user agreement (Terms of Service). Terms may be amended by EAG from time to time, to allow continued use of any of the Services. As part of a participant's enrollment in the MA service, the participant receives a MA Welcome Kit shortly after enrollment. The participant additionally receives an Annual Kit. Each kit provides the participant an update on their account and information on reaching their retirement goals.

In certain instances, Plan Sponsors may authorize EAG to enroll participants automatically in the MA service based on information provided to EAG by the Plan Sponsors. In such instances, current participants in the Plan receive the Terms of Service and are given a defined period of time in which to cancel or opt-out of the MA service without incurring an advisory fee (the Free Period or Promotional Period). Participants' automatic enrollment in the Service by the Plan Sponsors is based upon personal financial information provided by the Plan Sponsor, including date of birth, salary, gender, and state of residence. Participants may review this information online or by contacting an EAG investment adviser representative. With this type of enrollment, the MA service may be designated as a qualified default investment alternative ("QDIA"), as permitted under the Employee Retirement Income Security Act (ERISA.) Participants are solely responsible for reviewing the personal financial information they or their Plan Sponsor provide, and for notifying EAG of any changes or updates. Participants who are eligible for their employer-sponsored retirement plan or that otherwise elect to opt-in after the Free Look or Promotional Period concludes, may not be eligible for a waiver of advisory fees that is otherwise available in the Free Look or Promotional Period.

The advice and recommendations provided through the Services are based on the responses or other information provided by or about the participant by the Plan Sponsor and/or the participant. Neither EAG nor Morningstar Investment Management make any guarantees or warranties, express or implied, as to the accuracy, timeliness, or completeness of such information. The Services are also subject to the general market and financial conditions existing at the time of usage. The retirement goal forecast and investment advice recommendations are not a guarantee of future results and are not a guarantee that a particular person will achieve their retirement goals.

Termination of Services:

Participants may cancel their participation in OA or the MA service at any time. Participants utilizing OA must complete their cancellation online. Participants utilizing the MA service may cancel online or by calling an EAG investment adviser representative at the toll-free customer service number.

After cancellation of the:

1. OA service, the individual will no longer have access to the online investment recommendations. Because EAG does not effect changes to the participant's/account holder's asset allocation and account balances, the individual's balances will not be affected ***unless and until*** the individual affirmatively changes their asset allocation and balance after the cancellation of OA.
2. MA service, the participant will have the ability to make allocation and investment option changes to their account, usually one to two business days following cancellation. Accordingly, the participant's asset allocation will remain the same as established in the MA service ***unless and until*** the participant affirmatively changes his/her asset allocation after cancellation of the MA service.

Participant Information:

The use and storage of any information is provided at the individual's sole risk and responsibility. Such information includes, without limitation, an individual's personal and non-public information, account number, password, identification, portfolio information, account balances and any other information available on an individual's personal computer. The individual is responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or other services required for accessing and using electronic or automated services, and for all communications service fees and charges incurred by the individual in accessing these services. EAG shall not bear any responsibility for either errors or failures caused by the malfunction of any computer, communication systems, any computer viruses, and related problems that may be associated with the use of the Services.

Assets Under Management:

With respect to the services provided by EAG, as of December 31, 2023:

Discretionary investment management among all services:	\$116,502,429,608
Non-discretionary investment advisory services among all services in the amount of:	\$17,776,730,573
Total discretionary and non-discretionary investment management and advisory services in the amount of:	\$134,279,160,181

Item 5 – Fees and Compensation:

For employer-sponsored retirement plans, fees are subject to negotiation by the plan sponsor which may include plan-level pricing credits depending on the various option(s) selected by the plan for its participants. In some instances, if agreed to by the plan, the plan sponsors or recordkeeper may pay EAG's fees on behalf of plan participants. EAG reserves the right to offer discounted fees or other promotional pricing or to waive fees for any particular period of time subject to proper notification and disclosure.

1. Online Advice Service Fees

EAG does not charge a separate fee for OA.

2. Managed Account Service Fees

Participants may be charged a fee for the MA service based on the Terms of Service with the participant and/or the plan sponsor's agreement with EAG. EAG may offer plans tiered pricing schedules based on the enrollment method the plan uses for offering or enrolling its participants in the MA service. Such options include, but are not limited to, pricing schedules based on the plan sponsor's selection of an opt-out versus opt-in enrollment methodology. Applicable pricing schedules for each of the options are made available to the plan sponsors, which they may use to select the option for their employer-sponsored retirement plan.

Pursuant to the Terms of Service and/or the plan sponsor's agreement with EAG, the fee for the MA service is based upon a percentage of assets managed. The applicable fee for the Managed Account service varies. It is fully disclosed to participants prior to or at the time of enrollment within the enrollment disclosure materials. In addition, the fee is disclosed to participants in the Terms of Service when the participant enrolls in the MA service. The maximum annualized fee that may be charged to a participant is 0.65% of the participant's account balance.

The advisory fee is debited from the participant's account following each applicable billing period. If a participant cancels enrollment in the MA service at any time within a given billing period, pursuant to the participant's Terms of Service and/or the plan sponsor's agreement with EAG, the participant's fee is based upon a percentage of assets managed during the billing period. The fee will be debited from the participant's account or paid by the plan sponsor according to EAG's agreement and procedures. If the plan sponsor terminates its service agreement with the plan's recordkeeping service provider, the participant's advisory fee is debited as of such date of termination or paid by the plan sponsor according to EAG's agreement and procedures.

3. Retirement Income Projection Tools and Services

EAG does not charge a separate fee to plan sponsors or participants for the retirement income projection tools and services.

4. Other Fees and Expenses

In addition to any previously negotiated and disclosed recordkeeper fees, commission payments and other administrative servicing fees and expenses for each plan, EAG may pay cash compensation or referral fees to unaffiliated firms for soliciting and referring plan sponsors and their participants to enroll in EAG's MA service.

Accounts invested in mutual funds, separate accounts, collective investment alternatives and other investments may be subject to other investment fees. Fees such as fund operating expenses or redemption fees may be imposed at the investment company level. Information about the fees imposed by specific investment choices is available in the fund prospectuses or offering memoranda for the securities. EAG may allocate member assets to funds or investment alternatives with these fees or costs. All securities transactions that occur as a result of the services provided by EAG as described in this Brochure are executed by Empower Financial Services, Inc., (EFSI) for which it may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments that may be available as program investment options.

A participant will pay advisory fees to EAG for the MA service. Additional investment management fees are paid to ECM if Empower Funds are included among the available investment options within a Member's plan. The fees paid to ECM are for management of the Empower Funds; these management fees are included in the fund share price.

EAG and EFSI representatives may recommend that you use the Services. If you elect to use MA, EAG will earn additional compensation in the form of advisory fees. Also, EAG and EFSI representatives are eligible for incentive compensation, through bonus payments, in addition to their salary, for communication, education and/or assisting plan participants to enroll in the Services. The incentive compensation an EAG or EFSI representative receives depends on position type, but generally is calculated based on Empower's profitability and the achievement of individual performance goals that may include factors unrelated to the adoption of investment products or services offered through Empower, such as the Services.

Item 6 – Performance-Based Fees and Side –by Side Management

EAG does not charge any performance-based or side-by side management fees.

Item 7 –Types of Clients

EAG provides investment advice to participants in their retirement plans for which Empower provides recordkeeping services. Members typically must be considered residents of the United States, the U.S. Virgin Islands, Guam, or Puerto Rico. The plan sponsor may apply additional restrictions for participation due to plan or regulatory requirements.

EAG may also be engaged by individuals to provide investment advisory services within or alongside EAG's other advisory services and products, an Empower Premier IRA, an Empower Premier Investment Account, Personal Strategies+ Advisory Services, Core Managed Account Advisory Services, or certain brokerage accounts.

Item 8 – Methods of Analysis and Investment Strategies and Risk of Loss

The Services described in this Brochure are based on the proprietary asset allocation and retirement income projection methodologies developed by Morningstar Investment Management. The development of investment advice by Morningstar Investment Management involves the investment methodologies across the products and services described herein. Morningstar Investment Management or its affiliates focus on specific investment areas such as capital market assumptions and a valuation-driven approach to asset allocation.

Analysis Methods:

In providing advisory services, Morningstar Investment Management reviews available quantitative data to analyze and screen the investment options within a plan. The portfolios are typically constrained to a set of investment options defined by the plan sponsor, which may include EAG affiliated investment products. The analysis will include quantitative analytics and fundamental research on the investment options available. Morningstar Investment Management draws on Morningstar's comprehensive database of fund and security analytics.

Morningstar Investment Management uses a combination of portfolios and customizations as part of a larger portfolio construction process. For MA and OA, they generate unique portfolios (ranging from conservative to aggressive) for each retirement plan or product using a customized approach to blending traditional asset allocation models with liability-driven investing and decumulation strategies. Which asset classes and sub-asset classes are used to build these model portfolios is dependent on the specific investment options available within the plan. Using this model, they develop an investment strategy tailored to your investment goals and assign you to one of those portfolios. They start with all of the available information received from the service provider and/or you and then make assumptions about certain pieces of information. You have the ability to review and refine some of these assumed data points through the website or over the phone. These assumptions can have a significant impact on the strategies created for you and are related to social security income, salary growth, inflation rates, retirement income goal, and risk capacity. They combine this information with other factors into a proprietary software program that can provide investment recommendations and a projection of different outcomes. They use a concept called total wealth to determine your risk capacity. This helps determine an appropriate target risk level for your

retirement account by considering your risk exposure in all your other accounts that you've told us about that are earmarked for retirement. The total wealth methodology accounts for your financial capital (total saved assets and tradeable assets such as stocks and bonds) as well as your human capital (future earnings and savings potential). Using this methodology, they assign a target risk level based on your total economic worth.

The target risk level changes over time to help ensure you are still investing in a portfolio for your specific situation and risk capacity. In general, we try to provide a smooth transition from an aggressive equity portfolio to a more conservative fixed portfolio as you near retirement.

Investment Strategy:

If accumulating for retirement, the investment strategy is generally based on information such as retirement account balances, expected retirement age, savings rate and other preferences provided by the individual. If you have already retired, and if the plan provider offers a guaranteed lifetime withdrawal benefit program, the investment strategy is based upon account balances, additional cash flows, and life expectancy. This retirement strategy may include some or all of the following:

- **Retirement Income Goal (accumulation phase):** The retirement income goal is the projected amount of money after tax that will be needed by the individual throughout retirement. This calculation can be based on current income, adjusted to reflect the estimated dollar value at retirement age. Typically, they use an amount equal to 100% of your take-home pay (although some plan providers may request a different rate, e.g., 80% of gross pay), and then the Services project the after-tax value of that amount at retirement age to determine a retirement income goal. The individual has an option to change this projected retirement income amount.
- **Income Outlook (accumulation phase):** The income outlook is a projection of the annual income that the individual may receive during retirement. This is based on an annualized view of the accumulated investment wealth, combined with social security benefits and any pension or other income provided to EAG.
- **Total Retirement Income (in-retirement phase):** If your plan provider or plan sponsor offers the in-retirement services, total retirement income is the projected amount of money, that one can expect to receive on an annual basis in order to maintain income throughout retirement.
- **IMPORTANT:** When Morningstar Investment Management determines the income projections described above, these projections are based on hypothetical performance data and do not represent actual or guaranteed results. Your projections may vary over time with each additional use of the service.

Estimated Tax:

Morningstar Investment Management estimates federal, state income, and capital gains taxes based on marginal tax rate calculations. These calculations are used when Morningstar Investment Management conducts income simulations. Tax data is updated annually based on the United States Internal Revenue Code (IRC) and similar state tax data. Morningstar Investment Management uses income data for the individual and their spouse/partner to estimate federal and state tax exposure. The tax exposure is appropriately reduced for pre-tax deferrals, tax-deferred capital gains, and yield and distribution of Roth proceeds. Based on the information that the individual provides, Morningstar Investment Management provides an estimate of the tax exposure but may not include all tax considerations. Please consult a tax adviser for a complete understanding of your tax situation.

General Risks of Investing:

Investing in securities involves risk of loss that clients should be prepared to bear. **Neither EAG nor Morningstar Investment Management or their affiliates guarantees that the recommendations will result in achieving the retirement income goal. Neither EAG nor Morningstar Investment Management or their affiliates can guarantee**

that negative returns can or will be avoided in any of the recommendations. An investment's future performance may differ substantially from its historical performance and as a result, may incur a loss. Past performance is no guarantee of future results. Additionally, the plan provider may make changes from time to time with respect to the investment options available in the plan.

While a diversified investment portfolio, including a portfolio of investment products representing different asset categories, can mitigate some risks, it does not and cannot prevent all losses. Ultimately, such risks are borne by the investor.

Below are some of the common factors that can produce a loss in a client's account and/or in a specific investment product or asset category:

- **Market Risk:** Stock and bond markets are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments in the U.S. and in other countries. Market risk may affect a single company, a sector of the economy, a country or geopolitical region, or the market as a whole. Market risk may impact stock and or bond markets in unanticipated and different ways.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry.
- **Capitalization Risk:** Small-cap and mid-cap companies may be hindered due to limited resources or less diverse products or services. Their stocks have historically been more volatile than the stocks of larger, more established companies.
- **Category or Style Risk:** During various periods of time, one category or style may underperform or outperform other categories and styles.
- **Credit Risk:** The risk that the issuer of a security may be unable to make interest payments and/or repay principal when due. A downgrade to an issuer's credit rating or a perceived change in an issuer's financial strength may affect a security's value and impact the performance of the issue – along with any mutual fund or exchange-traded fund which holds it.
- **Interest Rate Risk:** The market value of a debt security is affected significantly by changes in interest rates. When interest rates rise the debt security's market value declines. When interest rates decline, market values rise. The longer bond maturity results in the greater the risk and the higher yield. Conversely, the shorter bond maturity results in the lower risk and the lower yield.
- **Inflation Risk:** When any type of inflation is present, purchasing power may be eroding at the rate of inflation.
- **Reinvestment Risk:** The risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This relates primarily to fixed income securities.
- **Exchange-traded funds:** Exchange-traded funds present market and liquidity risks because they are listed on a public securities exchange and are purchased and sold via the exchange at the listed price. The price will vary based on current market conditions and may deviate from the net asset value of the exchange-traded fund's underlying portfolio. There may also be an inactive market for certain funds, and/or losses from trading in secondary markets.
- **Target Date Funds:** Generally, the asset allocation of each target date fund will change on an annual basis with the asset allocation becoming more conservative as the fund nears the target retirement date. The target date is the approximate date when investors plan to start withdrawing their money. The principal value of the fund(s) in a plan's lineup is not guaranteed at any time, including at the time of target date and/or withdrawal.
- **An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although some money market funds such as U.S. Government money market funds strive to preserve the value**

of the investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. Additionally, other money market funds may operate under new rules and regulations permitting them to have a floating value per share. A floating value may be more or less than \$1.00 per share depending on market conditions and impose liquidity/redemption fees for large or frequent withdrawals.

For more complete information about any of the mutual funds or investment products available within the retirement plan, please contact your retirement plan service provider.

Risks Associated with Particular Types of Securities:

Neither EAG nor its sub-advisers recommend a particular type of security. The plan sponsor or its agent is responsible for determining the retirement plan's menu of investment options. It is the participant's responsibility for reading all disclosure and related materials, including prospectuses, statements of additional information and other similar material.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of EAG or the integrity of EAG's management. EAG has no legal or disciplinary event to report relative to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

EAG is not a registered broker-dealer. However, due to the organizational structure of EAG's indirect parent company, EAICA, certain registered representatives of EFSI are also supervised persons of EAG and are required to comply with EAG policies and procedures when acting in that capacity. EAG and its management persons are not registered as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

Other Financial Industry Affiliations:

EAG has arrangements that are material to its advisory business or its clients/participants with the related entities shown below. These related entities may receive certain fees that are unrelated to EAG's fees for its Services.

Recordkeeping and Administrative Services Company:

Empower Retirement, LLC (Empower) is a comprehensive administrative and recordkeeping services provider for financial institutions and employers, which include educational, advisory, enrollment, and communication services for employer-sponsored defined contribution plans and associated defined benefit plans under Internal Revenue Code Section 401(a), 401(k), 403(b), 408, and 457.

Insurance Companies:

Empower Annuity Insurance Company of America (EAICA) is an insurance company domiciled in the State of Colorado. EAG is a wholly owned direct subsidiary of Empower Services Holdings US, LLC, (ESH US), which is owned by EAICA. EAICA, pursuant to various agreements, may provide investment products, recordkeeping, and other administrative services through its affiliates.

Empower Life & Annuity Insurance Company of New York (ELAINY) is an insurance company domiciled in the State of New York. EAG is under common control with ELAINY and is an affiliate of ELAINY where EAICA indirectly owns EAG and is the sole owner of ELAINY. ELAINY, pursuant to various agreements, may provide investment products and administrative services through its affiliate, Empower, to retirement plans for which EAG may also provide its services.

Empower Annuity Insurance Company (EAIC) is an insurance company domiciled in the State of Connecticut. EAG is under common control with EAIC and is an affiliate of EAIC where EAICA indirectly owns EAG and is the sole owner of EAIC. EAIC, pursuant to various agreements, may provide investment products and administrative services individually and through its affiliate, Empower, to retirement plans for which EAG may also provide its services.

Broker-Dealer:

Empower Financial Services, Inc. (EFSI), an affiliate of EAG, is a registered limited broker-dealer and wholly owned subsidiary of EAICA. EFSI may provide wholesaling, direct sales, enrollment and/or communication services to retirement plans and their participants for which EAG may also provide its services. All transactions which occur as a result of participation in the Service are executed by EFSI. EFSI may receive compensation in the form of 12b-1 fees or other compensation from the mutual fund companies or from the other investments that may be available as investment options.

Trust Company:

Empower Trust Company, LLC (ETC) is a trust company and affiliate of EAG. ETC is a wholly owned subsidiary of ESH US, which is a wholly owned subsidiary of EAICA. ETC is chartered under the laws of the State of Colorado. ETC may provide discretionary or directed trustee and/or custodial services for EAG's clients. ETC also serves as the trustee for certain collective investment trusts, which may be available as investment options, and is the custodian of all Empower Premier IRA accounts.

Investment Company:

Empower Funds, Inc. (EFI) is an investment company affiliated with EAG. It is registered under the Investment Company Act of 1940. Empower Funds may provide investment products to retirement plans and IRAs for which EAG may also provide its services. Empower Funds is managed by Empower Capital Management, LLC as discussed below. Shares of Empower Funds may be available for purchase by retirement plans advised by EAG or to account holders of the Empower Premier IRA; Empower Managed Portfolios or Empower Premier Investment Account.

Investment Advisers:

Empower Capital Management, LLC (ECM), an affiliate of EAG, is an investment adviser for EFI and is registered under the Investment Advisers Act of 1940. It is a wholly owned subsidiary of ESH US, which is a wholly owned subsidiary of EAICA. EAG provides managed account and advice services to participants in certain defined contribution plans. It also provides services to account holders of the Empower Premier IRA which may have as investment options certain portfolios of Empower Funds managed by ECM.

Irish Life Investment Managers Limited (ILIM) – a Dublin, Ireland based, SEC registered investment adviser. ILIM is part of the Great-West Lifeco, Inc. (Lifeco) group of companies; Lifeco has operations in Canada, the United States, Europe, and Asia through ownership of companies including EAICA. EAG is an indirect wholly owned subsidiary of EAICA. EAICA is an indirect wholly owned subsidiary of Lifeco which controls ILIM. ILIM manages the index series of Empower Funds.

Holding Company:

Great-West Lifeco Inc. (Lifeco), EAG's indirect parent company, owns approximately 6% of Franklin Templeton Investments' parent company, Franklin Resources, Inc. (Franklin) as of January 1, 2024. Franklin or certain of its investment management subsidiaries (collectively, the Franklin Group entities) may provide management, advisory or sub-advisory services to investment funds that may be investment options in a Managed Account. Franklin and Lifeco have entered into arrangements under which Lifeco has committed to allocate Lifeco and affiliate assets over a period of time to be managed by Franklin's investment managers and to support the availability of Franklin Group entity products and services on enterprise platforms. As a result, Empower and Lifeco will derive an economic benefit to the extent that Franklin Group entities provide management, advisory or sub-advisory services to funds or products. If certain Franklin revenue thresholds are achieved under those arrangements, Lifeco will receive

contingent transaction consideration and Lifeco and other Empower affiliates will derive an economic benefit if assets are allocated to a Franklin Investment option.

Branding:

The affiliated companies of EAG; ECM; EFSI; EAICA; EAIC; ELAINY; Empower Funds; Empower Retirement, LLC; and ETC operate under the multiple brands of Empower and Empower Institutional depending upon the products, services and retirement markets involved. These brands do not materially affect the internal structure of EAG or EAG's corporate ownership.

Conflicts of Interest:

The investment options available in a plan are generally established by the plan sponsor/client through which our services are delivered. In some cases, the plan investment options may include, or be comprised solely of, affiliated investment options of the institutional client or of EAG. EAG does not receive compensation from its parent company or any of its affiliates as a result of these allocations.

EAG has a relationship with Morningstar Investment Management wherein Morningstar Investment Management acts as sub-adviser for the advisory services. EAG has entered into an agreement with Morningstar Investment Management under which EAG receives advisory services fees for providing services to retirement plan clients.

EAG mitigates these conflicts of interest related to affiliated investment options by utilizing Morningstar Investment Management as sub-adviser who remains independent from EAG and its related persons with respect to their methods of analysis and investment strategies. Morningstar Investment Management's methodology also controls the investment allocations and recommendations. A client/account holder will pay advisory fees to EAG for MAS, and indirectly to ECM, if Empower Funds are included in the retirement plan investment options. The fees paid to ECM for management of the Empower Funds are included in the fund share price.

Conflicts relating to fund recommendations:

The Services operate by recommending or allocating a user's assets to funds available within a plan. The funds available for EAG's recommendations within a plan are generally established by the plan sponsor/client through which the Services are delivered, rather than by EAG. In some cases, the investment options may include or be comprised solely of investment options sponsored by EAG's affiliates. In other cases, the investment options may make third party payments described below. When this occurs, EAG's affiliates may receive additional compensation as a result of EAG's recommendations or allocations. These forms of additional affiliate compensation are:

- *Proprietary investment funds.* EAG's affiliates offer proprietary investment funds, and EAG may recommend or allocate your assets to our affiliates' proprietary investment funds, including proprietary mutual funds and collective investment trusts. These proprietary investment funds generate additional investment management fees to EAG's family of companies. This is because EAG's affiliates provide investment management services to the proprietary fund for services like administering, managing, and supervising these funds. For example, a plan participant using the Services will pay advisory fees to EAG and indirectly to ECM if Empower Funds are included in the retirement plan investment options, and EAG recommends an allocation to an Empower Funds product. The fees paid to ECM for management of the Empower Funds are included in the fund share price.
- *Proprietary insurance products.* EAG's indirect parent company, EAICA, offers proprietary insurance products for investment. EAG may recommend or allocate your assets to different types of EAICA insurance products and funding agreements. The majority of EAICA insurance products are annuity contracts that are structured either as a general account product or as a separate account product. If you invest in a general account product, which is an insurance product backed by the general account of an insurance company, EAG's affiliates generate revenue by retaining spread (which is the difference between actual earnings on contracts offered by the insurer), and the crediting rate declared and guaranteed by the Insurer through the contract. EAG's affiliates may also receive different types of fee income if you invest in the general

account or separate account products, and other third-party payments associated with investments held in the separate account.

- **Third Party Payments.** EAG's affiliates may receive payments from other firms, non-proprietary investment funds or products, or providers, such as revenue sharing payments, in connection with the investments made pursuant to our recommendation or investment management.

Conflicts related to increased use and promotion of the Services:

- **Increased advisory fee income.** EAG's representatives may recommend that you use the Services. If you enroll in certain Services, EAG will earn additional compensation.
- **Increased affiliate fee income.** When you use the Services, EAG may recommend you increase contributions or utilize other savings or investment strategies. EAG's affiliates provide a bundle of recordkeeping, trust, custody, brokerage, investment, and other related services to retirement plans. If you pay for these related services through an arrangement where our affiliates charge a direct fee, EAG's affiliates may receive additional fees for these services. These additional fees result from EAG's recommendations because you may contribute, invest, or transact in more assets with EAG's family of companies. EAG's affiliates may receive payments from other firms, non-proprietary investment funds or products, or providers, such as revenue sharing payments, in connection with the investments made pursuant to our recommendation or investment management.
- **Representative Compensation.** EAG has authorized EFSI, an affiliate of EAG, and its licensed agents and registered representatives who are Empower employees (collectively referred to as Agents) to solicit, refer and market EAG's services. In addition to their salary, Agents may earn bonus compensation based upon engaging plan sponsors to offer EAG's services. Other Agents and EAG representatives may be indirectly compensated through bonus compensation, in addition to their salary, for communication, education and/or assisting participants to enroll in EAG's Services. Compensation paid to Agents or EAG representatives does not increase the fees paid by the plan, plan sponsor or participants. The incentive compensation an EAG representative receives depends on position type, but generally is calculated based on Empower and/or EAICA profitability and the achievement of individual performance goals that may include factors unrelated to an account holder's adoption of investment products or services offered through Empower or EAG.

Agents and EAG representatives' individual performance goals and their related incentive compensation is based on a combination of factors including the number and quality of customer engagements during the measurement period and the amount of customer assets retained as result of the engagements. The rate of incentive compensation considers the total amount of retained or accumulated assets, compared with the monthly asset goal, as determined by EAG on a periodic basis. The asset goal is generally set on an annual basis and may differ by product or account type. Additional factors include certain qualitative factors, such as leadership, teamwork, client experience, quality and efficiency of client interactions, and adherence to corporate policies and regulatory standards.

Other Business Activities:

Certain senior managers and officers of EAG may also serve as executive officers of EAG's indirect parent company, EAICA and other affiliates of EAG.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

EAG's Code of Ethics

EAG has adopted a written Code of Ethics (the Code) in compliance with Rule 204A-1 of the Investment Advisers Act of 1940 (Advisers Act). The Code sets forth standards of business conduct expected of advisory personnel. It requires certain of EAG's advisory personnel to report their personal securities holdings and transactions in accordance with the Advisers Act. EAG's advisory personnel are required to comply with the Code. A copy of the Code will be provided to current or prospective clients upon request. The Code includes provisions related to:

- Fiduciary responsibility to clients;
- Compliance with federal securities laws;
- Protection and safeguarding of confidential information;
- Giving and receiving gifts, gratuities, and entertainment;
- Political contributions;
- Reporting and monitoring personal securities transactions;
- Avoiding and disclosing conflicts of interest; and
- Reporting violations of the Code.

Personal Trading:

The Code requires pre-clearance of certain securities transactions. Officers, managers, and certain employees of EAG (collectively, Access Persons) may trade for their own personal accounts in securities which are recommended to and/or purchased for EAG's advisory clients. However, because the Code would permit Access Persons to invest in the same securities as clients in some circumstances, there is a possibility that employees could benefit from market activity by a client in a security held by an Access Person. As a result, trading is continually monitored in accordance with the Code and federal securities laws. The Code is intended to ensure that the personal securities transactions and the outside business activities of EAG's Access Persons do not interfere with making decisions in the best interest of advisory clients.

Principal Trading:

EAG has adopted a policy and practice not to engage in any principal transactions. EAG holds no investments for its own accounts which could be bought from, or sold to, an advisory client. In the event of any change in EAG's policy, any such change must be approved by management. Any principal transactions would be permitted only after meeting the review and approval requirements described under the anti-fraud section of the Advisers Act.

Participation or Interest in Client Transactions:

Affiliate EFSI effects Securities Transactions for Advisory Clients

Registered representatives of EFSI may provide wholesaling, direct sales, enrollment, and/or communication services to retirement plans and their participants for which EAG may also provide its services. In return, EFSI may receive fees from either the plan or the investment provider (fund families). All securities transactions which occur as a result of EAG's services, as described in this Brochure, are executed by EFSI. EFSI may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments that may be available as plan investment options. In all instances, EAG's affiliation with these entities is disclosed. Allocations in the investment options are solely determined and based on Morningstar Investment Management's software and not determinations made by EAG. The compensation paid by EAG to Morningstar Investment Management for Morningstar Investment Management's proprietary software advice program does not vary based on the allocations made or recommended by Morningstar Investment Management. Because Morningstar Investment Management is unaffiliated with EAG and EFSI, EAG does not believe there is a conflict of interest.

Affiliate EAICA or ELAINY Proprietary Investments

Investment options into which participant or accountholder assets may be allocated pursuant to the OA or the MA services may be through a fixed and variable deferred annuity issued by EAICA or ELAINY. Because Morningstar Investment Management is unaffiliated with EAG, EAICA, ELAINY and their affiliates, EAG does not believe there is a conflict of interest. However, in all instances, EAG's affiliation with EAICA and/or EAICA's affiliates, as applicable, will be disclosed.

Affiliate Empower Retirement, LLC

Empower Retirement, LLC receives a 35 bp shareholder service fee from the applicable shares of Empower Funds for recordkeeping and administrative services provided for account holders, pursuant to a Shareholder Services Agreement between the parties.

Item 12 – Brokerage Practices

Brokerage Selection; Best Execution:

For retirement plans, the plan sponsor or its agent selects the broker-dealer used by the retirement plan and determines the reasonableness of the compensation. EAG does not select or recommend broker-dealers for stock transactions or self-directed brokerage accounts and does not determine the reasonableness of broker-dealer's compensation. Transactions recommended by Morningstar Investment Management for the Service are processed by EAG's affiliated recordkeeper, Empower, and generally executed through EFSI.

Soft Dollar Practices:

As a matter of policy, EAG does not utilize research or other products or services from third parties in connection with client securities transactions on a soft-dollar commission basis.

Directed Brokerage:

The plan sponsor may elect to offer brokerage services to participants in the retirement plan. EAG does not participate in such decisions and does not provide recommended portfolios or investment recommendations on assets held in a brokerage account under the retirement plan.

Trade Aggregation:

EAG does not bunch orders or engage in block trades to execute equity orders for clients. Client accounts are generally held in trust per regulatory requirements. Further, most trades are mutual funds where trade aggregation does provide any additional client benefits.

Item 13 – Review of Accounts

At least annually, EAG personnel review the methodologies used by Morningstar Investment Management to power the OA and MA services to ensure that they are consistent with investment advisory best practices, current technology, applicable law, and the terms of the agreement between EAG and Morningstar Investment Management.

Neither EAG nor Morningstar Investment Management review the personal financial information of participants as provided by the participants or the Plan Sponsor and do not assume responsibility for any incomplete or erroneous information. Such information, which includes date of birth, salary, gender and/or state of residence, must be reviewed periodically by the participant and/or the Plan Sponsor who in turn are responsible for notifying EAG of any changes, errors, or omissions to such information.

EAG conducts the following review of its clients' accounts:

Online Advice:

EAG does not conduct review of its participant's accounts in respect to investment oversight, monitoring, or rebalancing. Participants receive EAG's investment recommendations based on the investment options provided in their specific retirement plan. **It is the responsibility of OA clients to review and update their accounts to adjust for changes in the investments they own and to determine whether the recommendations are suitable for their particular investment needs. OA clients should also review and update their accounts if significant changes occur in their personal circumstances.**

Managed Account Service:

Under the MA service, participant assets in the investment options are monitored, rebalanced, and reallocated on a periodic basis by EAG, based on Morningstar Investment Management's software program. On an annual basis, based on the individual's birth date, those enrolled in the MA service will receive an Annual Kit containing an account update and forecast statement. Morningstar Investment Management updates the capital market assumptions underlying their methodology used to construct the asset classes, at least annually, then makes changes to the portfolio allocations, as necessary. The portfolios are also monitored on a regular basis on current portfolio allocations and adjustments are made as necessary.

Reporting to Clients:

Participants enrolled in the MA service receive a MA Welcome Kit shortly after enrollment and an account update at least annually. Participants enrolled in OA can review their accounts and generate their own reports at any time. Individuals are encouraged to update significant changes to their personal information via the appropriate toll-free customer service number. In addition, all individuals receiving Services are provided quarterly account statements generated by the plan's recordkeeper.

Item 14 – Client Referrals and Other Compensation

EAG has authorized EFSI, an affiliate of EAG, and its licensed agents and registered representatives who are Empower employees (collectively referred to as Agents) to solicit, refer and market EAG's services. EAG does not pay any compensation directly to EFSI or its Agents for the solicitation activities performed by EFSI and its Agents. The Agents receive compensation in the form of a salary and a variable bonus paid by Empower. No commissions are paid to Agents for the Services by EAG or EFSI.

Agents may earn bonus compensation based upon engaging plan sponsors to offer EAG's services. Other Agents and EAG representatives may be indirectly compensated through bonus compensation, in addition to their salary, for communication, education and/or assisting participants to enroll in EAG's Services. The incentive compensation an EAG representative receives depends on position type, but generally is calculated based on Empower and/or EAICA profitability and the achievement of individual performance goals that may include factors unrelated to an account holder's adoption of investment products or services offered through Empower.

Agents and EAG representatives' individual performance goals and their related incentive compensation is based on a combination of factors including the number and quality of customer engagements during the measurement period and the amount of customer assets retained as result of the engagements. The rate of incentive compensation considers the total amount of retained or accumulated assets, compared with the monthly asset goal, as determined by EAG on a periodic basis. The asset goal is generally set on an annual basis and may differ by product or account type. Additional factors may include certain qualitative factors, such as leadership, teamwork, client experience, quality and efficiency of client interactions, and adherence to corporate policies and regulatory standards. **Compensation paid to Agents or EAG representatives does not increase the fees paid by the plan, plan sponsor or Members.**

Item 15 – Custody

EAG does not maintain actual custody of its clients' or participant's cash, bank accounts, or securities. Pursuant to Rule 206(4)-2 of the Advisers Act as amended, EAG is deemed to have constructive custody with respect to certain client funds and securities. This is because an affiliated party is the custodian and directed or discretionary trustee of certain retirement plan accounts. In addition to annual audits, these accounts are subject to surprise custody verifications by an independent public accountant each year, as required by Rule 206(4)-2. If applicable, EAG's clients receive periodic account statements (at least quarterly) from their custodian and should carefully review these statements. Certain clients may have assets held by unaffiliated custodians.

Item 16 – Investment Discretion

EAG provides discretionary investment management services for those plan participants who enroll and participate in the MA service; EAG does not offer or engage in discretionary investment services for OA.

The MA service is a professional, flexible asset management program that utilizes data from the methodologies and proprietary software program developed and employed by its IFE, Morningstar Investment Management. To provide the MA service to plan participants, EAG retains discretionary authority over the allocation of available investment options without requiring prior approval of each transaction. All ongoing investment transfers and investment direction changes are implemented for plan participants enrolled in the Managed Account service.

Item 17 – Voting Client Securities

EAG does not assume the responsibility to aid or vote proxies or other issuer communications regarding your Account, or to exercise voting or other decision-making authority regarding proxies or other issuer communications. Correspondence regarding the matters described in this section will be handled in connection with the Plan's policies and service provider arrangements.

EAG, as a registered investment adviser, and as a matter of practice, does not accept authority to vote client securities in connection with any of the services described in this Brochure. Correspondence regarding the matters described in this section will be handled in connection with the Plan's policies and service provider arrangements.

Item 18 – Financial Information

As previously discussed, under certain circumstances EAG has discretionary authority over certain client funds and securities. Accordingly, EAG is required to disclose information about its financial condition that is reasonably likely to impair its ability to meet contractual commitments to its clients. EAG has no financial commitment that impairs its ability to meet contractual commitments to its clients, nor has EAG been the subject of a bankruptcy proceeding. Further, EAG does not require or solicit prepayment of fees in excess of \$1,200 per client more than six months in advance.

This is not an Offer to Purchase or Sell Securities. The information contained in this Brochure, including information regarding Empower Funds, is for disclosure and other informational purposes only. It is not an offer to sell or a solicitation of an offer to buy any securities and may not be relied upon in connection with the purchase or sale of any security.

**SCHEDULE C:
TRUST AGREEMENT**

for the

City of Delray Beach 401(a) Plan ("401(a) Plan") 100778-02

City of Delray Beach 401(a) Management Plan ("401(a) Plan") 100778-03

City of Delray Beach General Employees DROP Plan ("401(a) Plan") 100778-04

City of Delray Beach Police DROP Plan ("401(a) Plan") 100778-05

City of Delray Beach Fire DROP Plan ("401(a) Plan") 100778-06

Group Account Number: 100788

This Trust Agreement Schedule ("**Schedule**") is entered into by the parties under the Master Services Agreement between Empower and Plan Sponsor dated October 25, 2025 ("**Agreement**"). This Schedule is entered into between Plan Sponsor and Empower Trust Company, LLC, an Affiliate of Empower and a trust company chartered under the laws of the State of Colorado having a place of business in Greenwood Village, Colorado ("**Trustee**") effective as of October 25, 2025. This Schedule incorporates by reference, and each party is bound by, the terms of the Agreement. As such, this Schedule forms a separate and independent Trust Agreement for the Plan. If the terms of the Agreement and this Schedule conflict, this Schedule controls, but only regarding the Services (defined below) rendered by Trustee hereunder. The terms of this Schedule do not govern nor have any applicability to other relationships or services between Empower, or any other Empower Affiliate, and Plan Sponsor. The words "include," "includes," and "including" in this Schedule are to be read as if they were followed by the phrase "without limitation".

Plan Sponsor has established or adopted the Plan for its eligible employees and their beneficiaries. A trust is maintained in connection with the Plan (the "**Trust**") to which Plan contributions are to be made to be held by the Trustee and to be managed, invested and reinvested for the exclusive benefit of Participants. The Plan and Trust are intended to qualify as a plan and trust which meet the applicable requirements of Section 401(a) and 501(a) or Section 457(b) and (g), whichever is applicable of the Internal Revenue Code of 1986, as amended, or any successor thereto. Plan Sponsor is a fiduciary to the Plan and is authorized under the terms of the Plan to appoint a Trustee. Plan Sponsor desires Trustee to hold Plan funds and Trustee is willing to hold such funds under the terms of this Schedule. Plan Sponsor wishes to appoint Empower Trust Company, LLC, as Trustee under the terms hereof. Plan Sponsor warrants and represents that it is permitted, under its governing laws, including applicable state and local laws, to appoint Empower Trust Company, LLC, as Trustee. The parties agree as follows:

1. Creation and Operation of the Trust

1.1 Services. Trustee shall provide the services stated in this Schedule or as further described in schedules or appendixes to this Schedule (collectively, the "**Services**").

1.2 Establishment/Acceptance of Trust. To carry out the purposes of the Plan, the Trust is created and established or, if previously established, is continued. Trustee accepts this Trust and shall act

as Trustee hereunder, but only on the terms stated in this Schedule and the Agreement. Subject to the terms of this Schedule and the Agreement, all right, title and interest in and to the estate of the Trust fund vest exclusively in Trustee.

1.3 Acceptance of Property. The Trust Fund will include only those assets which Trustee initially accepts, and assets that are subsequently added to the Trust Fund under this Schedule (the “**Trust Fund**”). Only assets actually received by Trustee will become part of the Trust Fund. Plan Sponsor is responsible for effectuating the transfer of any assets held by a prior trustee or custodian to Trustee. Trustee shall hold all assets so received, together with the income therefrom and any other increment thereon, under the terms of this Schedule without distinction between principal and income and without liability for the payment of interest thereon. Trustee is not considered a party to the Plan and, if this Schedule conflicts with the provisions of the Plan or any other instrument or agreement forming part of such Plan, this Schedule controls. Trustee has only such duties relating to the Plan as are stated in this Schedule.

1.3.1 Payroll Contributions Before TOA. If Trustee agrees in writing to accept and hold in trust employer and employee contributions to the Plan from payroll contributions that occur before TOA, this Schedule Effective Date is modified to the date that such contributions are determined to be in good order by Trustee, and the Agreement will be in effect for the limited purpose of accepting such contributions and holding them in trust. The contributions will be held in trust in a plan level account and Plan Sponsor shall provide written Direction to Trustee as to how such contributions will be invested until allocated to Participant accounts following TOA as Directed by Plan Sponsor. Trustee is not responsible as trustee for any assets that have not been received and accepted. If TOA occurs at the beginning of a calendar year and payroll contributions are accepted in the prior calendar year under this section, Trustee is not responsible for performing compliance testing or for preparing the Plan’s Form 5500 for the prior calendar year.

1.4 Investment Powers.

1.4.1 Trustee has no discretion or authority relating to the investment of Trust assets, but shall act solely as a directed Trustee, and under this Schedule shall invest and reinvest the principal and income of the Trust and keep the Trust invested in such investments in securities or other property, real or personal, within or outside the United States, including interests and part interests in any bond and mortgage or note and mortgage and interests and part interests in certificates of deposit, commercial paper and other short-term or demand obligations, secured or unsecured, whether issued by governmental or quasi-governmental agencies or corporations or by any firm or corporation, capital, common and preferred, voting and nonvoting stock (regardless of dividend or earnings record) and including shares of mutual funds, annuity or investment contracts issued by an insurance company, and financial options and futures or any other form of option, and shall hold such securities or property in one or more funds; or in any fund created and administered by Trustee or any other bank or Investment Manager, as defined in Paragraph 2.4.6 of this Schedule, for the collective investment of the assets of employee benefit trusts that is (i) a collective investment fund or (ii) a group trust that meets all of the conditions of Revenue Ruling 81-100, as modified by Revenue Ruling 2011-1, (and while any portion of the Trust Fund is so invested, such collective investment fund or group trust constitutes part of the Plan, and the instrument creating such fund constitutes part of this Schedule). Trustee may keep such portion of the Trust Fund in cash and cash balances or hold all or any portion of the Trust Fund in savings accounts, certificates of deposit, and other types of time or demand deposits with any financial institution or quasi-financial institution, either domestic or foreign (including Trustee and its Affiliates) as Directed by the Plan Administrator, Plan Sponsor, Investment Manager, or other designated fiduciary of the Plan.

1.4.2 To the maximum extent permitted by law, Trustee is not liable for the acquisition, retention or disposition of any assets of the Trust Fund or for any loss to or diminution of such assets unless due to Trustee’s own negligence, willful misconduct, or failure to act in good faith.

1.4.3 Trustee is not the Plan Administrator. Trustee is a directed Trustee under the Direction of the Plan Administrator, Plan Sponsor, Participants (only if the investment of Plan assets are Directed by Participants as provided below), Investment Manager, as appointed by Plan Sponsor or Plan Administrator, or other fiduciary designated under the Plan, who is not the Trustee. The duties and obligations of Trustee hereunder are limited to those expressly imposed on it by this Schedule and the Agreement, notwithstanding any reference contrary in the Plan, and no further duties or obligations of Trustee are implied. For example, Trustee has no initial or ongoing duty to determine the prudence of any Plan investment Directed to be made by Plan Sponsor or any delegate thereof, to diversify Plan investments, or to make or monitor investment decisions. The Plan Administrator, Plan Sponsor or Investment Manager, as applicable, and not the Trustee are solely responsible for the prudent selection of Plan investments and for the ongoing duty to monitor and remove imprudent Plan investments. Trustee is not liable for any loss to, or diminution of the Plan assets, or for any other loss or damage which may result from the discharging of its duties hereunder if it acts in good faith and under the terms of this Schedule and under the applicable federal or state laws, rules, and regulations.

1.4.4 Plan Administrator, Plan Sponsor or other designated fiduciary shall select investment alternatives for the Plan (each an “**Investment Alternative**”) which include some or all of the following types, or some other type reasonably acceptable to Trustee from an administrative standpoint: (i) securities issued by open-end investment companies registered under the Investment Company Act of 1940 (“**Mutual Funds**”), (ii) notes evidencing loans to Participants under the terms of the Plan, (iii) annuity or investment contracts issued by an insurance company, (iv) a portfolio of securities and obligations which is intended to produce a fixed rate of investment return, including guaranteed investment contracts (“**GICs**”), United States government securities, corporate bonds, notes, debentures, convertible securities, preferred stocks, and interests in collective investment funds maintained by banks or other financial institutions which invest in such securities and obligations and other similar investments, in each case as chosen by Plan Sponsor, Plan Administrator or an Investment Manager, (v) portfolios of securities managed by an Investment Manager for which market values can be obtained readily from securities exchanges or pricing services subscribed to by Trustee, (vi) portfolios of securities issued by Mutual Funds, managed by an Investment Manager or Plan Administrator, and (vii) interests in collective investment funds and group trusts under Revenue Ruling 81-100, as modified by Revenue Ruling 2011-1, maintained by Trustee or another bank or financial institution for qualified plans.

1.4.5 If the investment of Plan assets is to be Directed by Participants, the Plan Administrator, Plan Sponsor or other designated fiduciary, who is not the Trustee, shall be solely responsible for the Plan selecting a broad range of investment alternatives among which Participants may designate investments of their accounts, providing Participants with information concerning the designated Investment Alternatives, and restricting the frequency with which Participants may issue investment instructions.

1.4.6 Plan Administrator, Plan Sponsor or other designated fiduciary may appoint an “Investment Manager” to manage any Investment Alternative, or any part of an Investment Alternative. Any Investment Manager so appointed must be (i) an investment adviser registered as such under the Investment Advisers Act of 1940 (“**Advisers Act**”), (ii) a bank, as defined in the Advisers Act, (iii) an insurance company qualified to perform investment management services under the laws of more than one state of the United States, or (iv) another entity who has agreed to be fiduciary relating to the Plan. If such appointment occurs, the appointing fiduciary shall notify Trustee of any such appointment by delivering to Trustee notice of the appointment of each Investment Manager hereunder, in the form provided by Trustee, together with an acknowledgment by the Investment Manager that it is a fiduciary of the Plan. Alternatively, the Plan Administrator or Plan Sponsor, in its capacity as a fiduciary, may manage an Investment Alternative. In either case, the appointing fiduciary shall specify to Trustee the Investment Alternative that will be subject to such investment management. The appointing fiduciary shall determine that, while each Investment Manager is acting in that capacity, that such Investment Manager satisfies the requirements of this paragraph 1.4.6. Trustee shall invest and reinvest the portion of the Trust Fund subject to such

investment management only in the manner Directed by the Investment Manager, the Plan Administrator or Plan Sponsor, as applicable. During the term of such appointment, Trustee has no liability for the acts or omissions of such Investment Manager, the Plan Administrator or Plan Sponsor, and except as provided in the preceding sentence, is under no obligation to invest, review, or otherwise manage the portion of the Trust Fund subject to such investment management. Trustee may maintain separate accounts within the Trust Fund for the assets of the Trust Fund subject to such investment management. The appointing fiduciary may terminate its appointment of an Investment Manager at any time and shall notify Trustee of such termination. Trustee shall be protected in assuming that the appointment of an Investment Manager remains in effect until it is otherwise notified in writing by the appointing fiduciary.

1.4.7 If an Investment Manager appointed hereunder is a bank or a trust company, or an affiliate of a bank or trust company, Trustee shall, on the Direction of Plan Sponsor, transfer funds to such bank, trust company, or affiliate for investment through the medium of any collective investment fund created and administered by such bank, trust company, or affiliate, acting as trustee therefor, for the collective investment of the assets of employee benefit trusts, provided that such fund is (i) a bank collective investment fund or (ii) or a group trust that meets all of the conditions of Revenue Ruling 81-100, as modified by Revenue Ruling 2011-1. To implement the provisions of this subsection, Trustee may enter into any required ancillary trust, agency or other type of agreement with an Investment Manager, or its affiliate, as described in the preceding sentence.

1.5 Payments.

Subject to the provisions of this Schedule, Trustee shall transfer cash or other property from the Trust Fund to such persons as designated by Plan Sponsor or Plan Administrator, at such addresses, in such amounts, for such purposes and in such manner as Plan Sponsor or Plan Administrator may Direct, provided that such transfer is administratively feasible, and Trustee shall incur no liability for any such payment made at the Direction of Plan Administrator. Plan Sponsor or Plan Administrator shall be solely responsible to ensure that any payment made at its Direction conforms with the provisions of the Plan, the provisions of this Schedule, and the Code, and Trustee has no duty to determine the rights or benefits of any person in the Trust Fund or under the Plan or to inquire into the right or power of Plan Sponsor or Plan Administrator to Direct any such payment.

2 Powers of the Trustee

2.1 Trustee may exercise under Directions from the Plan Administrator, Plan Sponsor, an Investment Manager, or a Participant, as applicable, the following powers in respect of any property, real or personal, of the Trust Fund, it being intended that these powers be construed in the broadest possible manner:

2.1.1 to sell at public or private sale for cash or on credit or partly for cash and partly on credit;

2.1.2 to exchange securities or property held by it for other securities or property, or partly for such securities or property and partly for cash, and to exercise conversion, subscription, option and similar rights relating to securities held by it, and to make payments in connection therewith;

2.1.3 to compromise and adjust all debts or claims due to or made against it, to participate in any plan of reorganization, consolidation, merger, combination, liquidation or other similar plan or any action thereunder, or any contract, lease, mortgage, purchase, sale or other action by any corporation or other entity;

2.1.4 to exercise any conversion privilege or subscription right available in connection with any such property; to oppose or to consent to the reorganization, consolidation, merger or readjustment of the finances of any corporation, company or association or to the sale, mortgage, pledge or lease of the

property of any corporation, company or association any of the securities of which may at any time be held in the Trust Fund and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions and the payments of expenses, assessments or subscriptions, which may be deemed necessary or advisable in connection therewith and to hold and retain any securities or other property which it may so acquire;

2.1.5 to make distributions in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property;

2.1.6 to start or defend suits or legal proceedings and to represent the Trust in all suits or legal proceedings; to settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, provided that Trustee shall notify Plan Sponsor or Plan Administrator of all such suits, legal proceedings and claims and, except in the case of a suit, legal proceeding or claim involving solely Trustee's action or omissions to act, shall obtain the written Direction of Plan Sponsor or Plan Administrator before settling, compromising or submitting to binding arbitration any claim, suit or legal proceeding of any nature whatsoever Trustee's obligation to undertake or maintain any such action or proceeding shall be conditioned upon Plan Sponsor's written agreement to indemnify the Trustee for its costs, expenses and liabilities (including reasonable attorneys' fees) associated with such proceedings.;

2.1.7 on the written Direction of Plan Sponsor or Plan Administrator, to enter into any contract or policy with an insurance company or companies, for insurance coverage or otherwise, provided that, except as provided in Section 1.3, Trustee shall be the sole owner of all such contracts or policies and all such contracts or policies will be held as assets of the Trust Fund; and

2.1.8 to transfer assets of the Trust Fund to a successor trustee as provided in this Schedule.

2.2 Notwithstanding that Trustee acts solely as a directed Trustee, Trustee has the following ministerial powers and authority, to be exercised in its sole discretion, relating to the Trust Fund:

2.2.1 to employ suitable agents and custodians;

2.2.2 to delegate to its Affiliate, or others, any or all of its duties arising out of this Schedule, including recordkeeping and reporting;

2.2.3 to register any securities or other property held by it hereunder in its own name or in the name of a nominee with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity and to hold any securities or other property in bearer form and to deposit any securities or other property in a depository or clearing corporation;

2.2.4 to reverse any erroneous or provisional credit entries to the Trust Fund retroactively to the date on which the correct entry or no entry should have been made;

2.2.5 to make, execute and deliver, as Trustee, all deeds, leases, mortgages, conveyances, waivers, releases, subscription documents, or other instruments in writing necessary or desirable for the accomplishment of any of the foregoing powers, provided that in connection with the acquisition, holding or disposition of securities or other property other than publicly-traded securities, that the Investment Manager, Plan Sponsor, or Plan Administrator, as the case may, has provided written Direction in a form satisfactory to Trustee; and

2.2.6 generally to do all ministerial acts, whether expressly authorized, which Trustee may deem necessary or desirable in carrying out its duties under this Schedule.

2.3 Insurance Contracts. Trustee may, at the Direction of Plan Sponsor or Plan Administrator, (i) enter into one or more contracts issued by an insurance company, including such contracts providing for investment in a separate account maintained by an insurance company, (ii) transfer to any such insurance companies a portion of the Trust Fund under any such contracts, and (iii) hold any such contracts as a part of the Trust Fund until Directed otherwise by Plan Sponsor or Plan Administrator. Trustee has no responsibility to review any contract or the creditworthiness of the insurance company issuing such contract at any time. Plan Sponsor or Plan Administrator may Direct Trustee to (i) demand or accept withdrawals or other distributions under any such contracts; (ii) exercise or not to exercise any rights, powers, privileges and options under any such contracts; and (iii) assign, amend, modify, or terminate any such contracts. Trustee shall take no action relating to any such contracts except at the Direction of Plan Sponsor or Plan Administrator. Trustee has no liability, except for its own negligence, for complying with, or failing to act in the absence of, any such Direction of Plan Sponsor or Plan Administrator. Any insurance companies issuing any contracts as described in this section may deal with Trustee as the absolute owner of any such contracts and need not inquire as to the authority of Trustee to act regarding such contracts. The underlying assets of such insurance company in which such contracts are invested are not considered assets of the Plan or part of the Trust Fund.

2.4 Fiduciary Standards.

2.4.1 Trustee shall perform those duties under this Schedule that constitute it as a fiduciary with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent trustee acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Trustee shall exercise reasonable care relating to its remaining duties and obligations under this Schedule.

2.4.2 Trustee shall not be responsible for the administration of the Plan, for determining the funding policy of the Plan or the adequacy of the Trust Fund to meet and discharge liabilities under the Plan, or for the investments of the Plan. Trustee shall not be responsible for any failure of Plan Administrator or Plan Sponsor to discharge any of their respective responsibilities relating to the Plan nor be required to enforce payment of any contributions to the Trust Fund, which duty is assigned to the Plan Administrator, as a named fiduciary to the Plan, and Trustee is a directed Trustee relating to contributions and has no obligation to take any action to collect any contributions except on the Direction of the Plan Administrator.

2.5 Prohibition of Diversion.

2.5.1 At no time before the satisfaction of all liabilities relating to Participants in the Plan will any part of the corpus or income of the Trust Fund be used for, or diverted to, purposes other than for the exclusive benefit of such Participants. Except as provided below and Section 4, the assets of the Trust Fund never inure to the benefit of Plan Sponsor and will be held for the exclusive purpose of providing benefits to Participants in the Plan and defraying the reasonable expenses of administering the Plan.

2.5.2 In the case of a contribution that is made by Plan Sponsor by a mistake of fact, subsection 2.5.1 above does not prohibit the return to Plan Sponsor of such contribution, without any earnings, but reduced by any losses, at the Direction of Plan Sponsor or Plan Administrator within one year after the payment of the contribution.

2.5.3 If a contribution by Plan Sponsor is expressly conditioned on initial qualification of the Plan under Section 401 of the Code, and if the Plan does not so qualify, then subsection 2.5.1 above does not prohibit the return to Plan Sponsor of such contribution, adjusted for any earnings and losses, at the Direction of Plan Sponsor or Plan Administrator within one year after the date of denial of qualification of the Plan, if permitted by the Code.

2.5.4 If a contribution by Plan Sponsor is expressly conditioned on the deductibility of the contribution under Section 404 of the Code, then if such deduction is disallowed, subsection 2.5.1 above

does not prohibit the return to Plan Sponsor of such contribution, adjusted for any earnings and losses, at the Direction of Plan Sponsor or Plan Administrator, if disallowed, within one year after the date of such disallowance.

2.6 Valuation of the Trust Fund and Periodic Accounts.

2.6.1 Trustee shall report the value of securities or other property held in the Trust Fund as follows:

2.6.1.1 Publicly traded securities for which a price is readily available will be reported based on information and financial publications of general circulation, generally available statistical and valuation services, and records of security exchanges, or from quotes from brokers customarily used by Trustee for security pricing purposes;

2.6.1.2 Units or shares in Mutual Funds will be reported at the most recently announced net asset value under regulations under the Investment Company Act of 1940;

2.6.1.3 Units or shares in limited liability companies, or other funds other than Mutual Funds (each, together with units or shares of Mutual Funds, a "**Fund**") or group trusts will be reported at their most recent asset value or other unit or share value stated by the Fund or its operator received by Trustee before the date of the production of any particular statement of account;

2.6.1.4 Units in group trusts will be reported at the value stated by the trustee of the group trust;

2.6.1.5 Contracts of a type that Trustee, acting reasonably, determines to be an over-the-counter derivative ("**OTC Derivative Contracts**") will be reported at the price provided by the applicable Investment Manager, a vendor selected by that Investment Manager, Plan Sponsor or Plan Administrator; and

2.6.1.6 Other securities or other property will be reported at prices certified by the applicable Investment Manager or at the price provided by a vendor or appraiser selected by the Investment Manager, Plan Sponsor or Plan Administrator.

2.6.2 Trustee shall follow general market practice regarding reviewing the reasonableness of prices received by it under Section 2.6.1.1 but is not responsible for any error or inaccuracy in any such price as received by Trustee. Plan Sponsor, Plan Administrator, or the applicable Investment Manager, as applicable, shall be deemed to have directed Trustee as to any price reported under clauses 2.6.1.2 through 2.6.1.6, and Trustee will not review or verify any such price.

2.6.3 Plan Sponsor, Plan Administrator or the applicable Investment Manager shall assess whether the prices reported by Trustee reflect the fair market value or fair value of the applicable asset at the time as of which Trustee reports the value of the Trust Fund. Trustee shall not make a fair value adjustment of any price received by it, although it will incorporate into its reports any fair value adjustment that Plan Sponsor, Plan Administrator, or an Investment Manager may provide instructions for, if it is practicable for Trustee to do so from an operational perspective. Trustee is fully protected in relying on the prices reported under this Section 2.6 for all purposes under this Schedule, as well as any requirements of the Financial Accounting Standards Board or Governmental Accounting Standards Board.

2.6.4 Reported prices of securities and other property (particularly values of OTC Derivative Contracts and other assets lacking a readily available price) are indicative values only and do not indicate the actual terms at which the relevant asset or liability could be sold or unwound.

2.6.5 Trustee has no responsibility to determine the price of OTC Derivative Contracts except as separately agreed to in writing between Plan Sponsor and Trustee.

2.6.6 Trustee or its agent shall keep records of all transactions relating to the Trust Fund, which will be made available at reasonable times during normal working hours to persons designated by Plan Sponsor or as may be required by law. Trustee or its agent shall render an accounting and statement of the Trust Fund assets and their values to Plan Sponsor as or for Plan Administrator at least annually. Plan Administrator may approve or file objections to such accounting for itself and Plan Sponsor by an instrument in writing delivered to Trustee. If Plan Administrator does not file with Trustee objections to any such accounting within ninety days after its receipt, Plan Administrator is deemed to have approved such accounting for itself and Plan Sponsor. In such case, or on the written approval of Plan Administrator of any such accounting, Trustee and its agent are, if permitted by law, be discharged from all liability for its act or failures to act described in such accounting. Except as otherwise provided in the Code, no person, other than Plan Sponsor or Plan Administrator, may require an accounting or bring any action against Trustee relating to the Trust Fund.

2.6.7 Nothing contained in this Schedule or in the Plan deprives Trustee or its agent of the right to have a judicial settlement of its accounts. In any proceeding for a judicial settlement of the accounts of Trustee or its agent or for instructions regarding the Trust, the only necessary parties thereto in addition to Trustee and its agent as appropriate will be the Plan Administrator. If Trustee or its agent so elects, it may join as a party or parties defendant any other person or persons.

2.7 Plan Administrator. Plan Sponsor shall certify to Trustee and its agent the names of the entity or persons constituting the Plan Administrator and of any other persons with authority to provide Direction for the Plan under this Schedule. All Direction to Trustee or its agent by Plan Administrator or any other authorized representatives must be in writing which includes Direction received by electronic methods acceptable to the Trustee. Trustee and its agent may rely without further inquiry on all such written Direction received from the Plan Administrator or any other authorized persons.

2.8 Plan-to-Plan Transfers; Rollovers.

2.8.1 Trustee or its agent may transfer part or all of the property representing a Participant's interest in the Plan to the trustees of any trust qualified under Section 401(a) of the Code or Section 457(g) of the Code, whichever is applicable, in a plan-to-plan transfer, or relating to an eligible rollover distribution, to any eligible retirement plan as provided under Section 402(c) of the Code or Section 457(e) of the Code, whichever is applicable. Trustee or its agent may make such a transfer only at the Direction of the Plan Administrator.

2.8.2 Trustee or its agent may accept as part of the Trust Fund such property as is acceptable to Trustee which represents a Participant's retirement benefits transferred from a trust qualified under Section 401(a) of the Code or Section 457(g) of the Code, whichever is applicable, or transferred as a permissible rollover under Section 402(c) or 408(d)(3) of the Code or Section 457(e) of the Code, whichever is applicable. The amount of such benefits will always be separately accounted for by Plan Sponsor. A Participant will always be fully vested in any property so transferred as a rollover to the Trust Fund. Such property will be distributed to the Participant at the Direction of the Plan Administrator within the time required for distribution of his retirement benefits under the applicable provisions of the Plan.

2.9 Participating Employers.

2.9.1 Any entity that is required to be treated as a single employer or otherwise required to be aggregated with Plan Sponsor and which has adopted the Plan under its terms (a "**Participating Employer**") becomes a party to this Schedule on Plan Sponsor delivering to Trustee or its Affiliates documentation that it shall adopt the Plan, to become a party to this Schedule, and to be bound by all the terms of the Plan and this Schedule. Plan Sponsor has the sole authority to enforce this Schedule for all

Participating Employers and Trustee, or its agent will not deal with any such Participating Employer except by dealing with Plan Sponsor as such Participating Employer's agent. Irrespective of the number of Participating Employers which may become parties to this Schedule, Trustee or its agent shall in all respects invest and administer the Trust Fund as a single fund for investment and accounting purposes without allocation of any part of the Trust Fund as between Plan Sponsor and any Participating Employer.

2.9.2 A Participating Employer which has adopted the Plan stops being a party to this Schedule on Plan Sponsor delivering to Trustee documentation that it is terminating its participation in the Plan. In such event, or in the event of the termination of Plan Sponsor or of any such Participating Employer, or in the event of the establishment, modification or continuance of any other retirement plan which separately or in conjunction with this Plan is qualified under Section 401(a) of the Code, Trustee or its agent continue to hold the portion of the Trust Fund which is attributable to the participation in the Plan of the employees and their beneficiaries affected by such termination, and this Schedule continues in force relating to such portion, until otherwise Directed by the Plan Administrator, under the provisions of the Plan and the Code.

2.10 Alienation. No interest in the Trust Fund is assignable or subject to anticipation, sale, transfer, mortgage, pledge, charge, garnishment, attachment, bankruptcy or encumbrance or levy of any kind, and the Trustee or its agent shall not recognize any attempt to assign, sell, transfer, mortgage, pledge, charge, garnish, attach or otherwise encumber the same except if such attempt is made under (i) a court order determined by the Plan Administrator to be a qualified domestic relations order, as defined in Section 414 of the Code or (ii) as required by a federal tax levy made under Section 6331 of the Code, (iii) under an offset under Section 401(a)(13)(C) of the Code or (iv) as otherwise allowed under the Code.

2.11 Bond. Trustee shall not be required to give any bond or any other security for the faithful performance of its duties under this Schedule except as required by law.

2.12 Proxies and Other Incidents of Ownership

2.12.1 The Trustee has no discretion relating to voting proxies, tendering shares in a tender or exchange offer, or exercising any other rights of ownership.

2.12.2 The Trustee shall deliver or cause to be delivered, as Directed by Plan Sponsor or Plan Administrator, to Plan Sponsor, Plan Administrator, the designated Investment Manager, or a designated transfer agent, all proxies and proxy related materials relating to investments held under the Schedule received by Trustee.

2.12.3 Plan Sponsor shall assign a fiduciary (which may be a person, committee or entity designated by Plan Sponsor, or Plan Sponsor, but which will not be the Trustee) who is responsible for voting proxies, tendering shares and exercising shareholder rights.

2.12.4 For investments held in Participant-directed brokerage accounts, each Participant is responsible for directly voting proxies, tendering shares and exercising shareholder rights.

3 Compensation and Expenses

3.1 Trustee shall be compensated under the Agreement, where such fees may be paid by an Affiliate to the Trustee on behalf of the Plan. Trustee may liquidate Trust assets in satisfaction of its fees hereunder in the event of non-payment by Plan Sponsor.

3.2 Trustee shall pay out of the Trust Fund, income taxes levied or assessed under existing or future laws against the Trust Fund, (including all Participant accounts) on direction by a regulatory authority or agency or Plan Sponsor or Plan Administrator, as applicable.

3.3 Plan Sponsor shall pay, or if not paid by Plan Sponsor and the Plan so permits, Plan Sponsor Directs Trustee to pay from the Trust Fund, the reasonable expenses relating to the Plan and Trust Fund that are permitted by law to be paid from the Trust Fund.

4 Use of Confidential Information

In addition to the obligations regarding Confidential Information in the Agreement, Plan Sponsor authorizes Trustee to disclose Confidential Information to: (i) any subcustodian, subcontractor, agent, securities depository, securities exchange, broker, third party agent, proxy solicitor, issuer, or any other person that Trustee believes is reasonably required to receive such information in connection with Trustee's provision of relevant services under this Schedule; (ii) its professional advisors, auditors or public accountants; (iii) its Affiliates, and (iv) any revenue authority or any governmental entity relating to the processing of any tax relief claim.

5 Resignation & Termination

5.1 Resignation or Removal of Trustee.

5.1.1 Trustee may resign at any time by giving ninety days' notice to Plan Sponsor. Plan Sponsor may remove Trustee at any time by giving ninety days' notice to Trustee. In the case of the resignation or removal of Trustee, Plan Sponsor shall appoint a successor trustee who will have the same powers and duties as those conferred on Trustee. If Plan Sponsor fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal or as of the effective date of the termination of this Schedule and no other Trustee remains, the Trustee will treat Plan Sponsor as having appointed itself as Trustee and as having filed Plan Sponsor's acceptance of appointment as successor Trustee with the Trustee.

5.1.2 Trustee shall execute, acknowledge and deliver all documents and written instruments necessary to transfer and deliver all of the assets of the Trust Fund and all rights and privileges therein to the successor trustee or, in its discretion, to a court of competent jurisdiction as the Trustee deems necessary, within a reasonable time, after reserving such reasonable amount as it deems necessary to provide for any expenses and payments then chargeable against the Trust Fund for which the Trust Fund may be liable, or for payment of the retiring Trustee's fees and expenses in connection with the settlement of its account or otherwise. If the assets so withheld are insufficient or excessive for such purposes, the retiring Trustee shall be entitled to reimbursement for any deficiency out of the Trust Fund from the successor trustee, or shall deliver the excess to the successor trustee, as applicable. Following the effective date of the removal or resignation of Trustee, on request, the Trustee shall provide Plan Sponsor a written account of all Trust Fund transactions since the most recent report provided to Plan Sponsor. The provisions of Section 2.6 apply to such account. The term "Trustee" as used in this Schedule apply to any successor trustee.

5.1.3 On the appointment of a successor trustee, the resigning and removed Trustee is discharged from further accountability for the Trust Fund, and is under no further duty, obligation or responsibility for the disposition by such successor trustee of the Trust Fund or any part thereof.

5.2 Termination. This Schedule may be terminated as follows:

5.2.1 If the Agreement or the Recordkeeping Services Schedule with an Affiliate of the Trustee is terminated, this Schedule terminates as of the date of termination of such Agreement or Recordkeeping Services Schedule with no further notice required from either party to the other; or

5.2.2 This Schedule may be terminated at any time under Section 5.1. Notwithstanding the foregoing, Plan Sponsor may terminate the underlying Trust on ninety days prior notice to Trustee. On receipt of such notice of termination, the Trustee shall, after payment of all expenses incurred in the administration of the Trust Fund and such compensation as to which Trustee may be entitled, distribute the Trust Fund in cash or in kind to such persons or entities, including Plan Sponsor, at such time and in such amounts as Plan Administrator shall Direct, which Direction must be in conformity with the provisions of the Plan and applicable provisions of the Code. Notwithstanding the foregoing, Trustee shall not be required to pay out any assets of the Trust Fund until it receives such rulings or determinations of the Internal Revenue Service or any other administrative agency as it may deem necessary or appropriate to assure itself that any such payment is made under the provisions of law or that it will not subject the Trust Fund or the Trustee, individually or as such Trustee, to liability. Plan Sponsor or Plan Administrator must obtain such rulings.

6 Miscellaneous.

6.1 This Schedule, including the terms of the Agreement, and all appendixes, exhibits, schedules, notices and attachments thereto, constitutes the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services, and supersedes any prior trust agreement, statement, or representation relating to the obligations of the Trustee, whether oral or written. Except as otherwise provided in this Schedule, this Schedule may be modified only by an amendment signed by authorized representatives of each party. By signing this Schedule, the parties certify they have read and understood it, that they agree to be bound by its terms, and that they have the authority to sign it. This Schedule is not binding on either party until signed by both parties.

6.2 Notwithstanding anything contained in this Section to the contrary, no amendment diverts any part of the Trust Fund to, and no part of the Trust Fund will be used for, any purpose other than for the exclusive purpose of providing benefits to Participants; provided, however, that nothing in this Section limits or otherwise prevents the payment from the Trust Fund of expenses and other charges as provided in Section 3.

6.3 Assignment. This Agreement binds on and inures to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent.

6.4 Governing Law. Notwithstanding anything in the Agreement, if not preempted by federal law, this Schedule and the Trust is construed, regulated, and administered under the laws of the State of Colorado, as applicable, without regard to conflict of law principles, and any claim arising under or related to this Schedule is subject to the exclusive jurisdiction of the federal and state courts located in Palm Beach County, Florida.

6.5 Notices. All notices required by this Schedule must be in writing and must be sent to Trustee as stated below or to Plan Sponsor, as applicable. Plan Sponsor will be deemed to have received any applicable notices for the Plan Administrator. All notices sent are effective on receipt. Provided, however, that on either party's written request, such communications shall be sent to such other address as a party may specify. No communication binds either party until such party receives it.

Trustee:

Notice To Trustee:

Empower Trust Company, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: Trust Officer

With a copy to: Empower Trust Company, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

Plan Sponser: City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

With a copy to: City Attorney's Office
200 NW 1st Avenue
Delray Beach, Florida
Attn: City Attorney

6.6 Reports. The Trustee has accepted this Trust with the understanding that Plan Sponsor or Plan Administrator has entered or is entering into a service agreement with an Affiliate of the Trustee whereby such Affiliate will provide recordkeeping services for all Plan assets held under this Schedule. The recordkeeping reports and related financial information provided by Affiliate constitute the reports of the Trustee.

[Signature page follows]

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

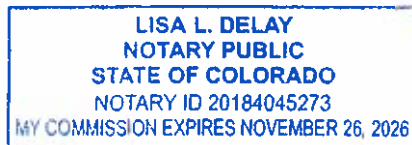
EMPOWER TRUST COMPANY, LLC

By: _____

Print Name: Kevin Mollman

Title: Director, Trust Oversight

(SEAL)



STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 4, 2025, by Kevin Mollman (name of person), as Director, Trust Oversight (type of authority) for Empower Trust Company LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

Lisa L. DeLay
Notary Public – State of Colorado

**SCHEDULE D:
CUSTODIAL ACCOUNT AGREEMENT**

**for the City of Delray Beach 457(b) Plan
Group Account Number: 100788-01**

This Custodial Account Agreement Schedule ("**Schedule**") is entered into by the parties under the Master Services Agreement between Empower and Plan Sponsor dated October 25, 2025 (the "**Agreement**"). This Schedule is entered into between Empower Trust Company, LLC, an Affiliate of Empower and a trust company chartered under the laws of the State of Colorado having a place of business in Greenwood Village, Colorado ("**Custodian**") and Plan Sponsor effective as of October 25, 2025 (the "**Schedule Effective Date**"). This Schedule incorporates by reference, and each party is bound by, the terms of the Agreement. As such, this Schedule forms a separate and independent Custodial Account Agreement for the Plan. If the terms of the Agreement and this Schedule conflict, this Schedule controls, but only regarding the Services rendered by Custodian hereunder. The terms of this Schedule will not govern nor have any applicability to other relationships or Services between Empower, or any other Empower Affiliate, and Plan Sponsor.

The Plan is established or adopted by Plan Sponsor as a Code section 457(b) governmental:

Plan Sponsor is authorized under the terms of the Plan to appoint a custodian.

If applicable, the Plan Administrator is authorized under the Plan to appoint a custodian to hold Plan funds.

Plan Sponsor or Plan Administrator, as applicable, desires the Custodian to hold Plan funds and the Custodian is willing to hold such funds under the terms of this Schedule.

1 Custodial Account.

1.1 Establishment of Custodial Account.

1.1.1 To carry out the purposes of the Plan, a Custodial Account (the "**Custodial Account**") is created and established. The Custodian accepts this Custodial Account and shall act as Custodian hereunder, but only on the terms stated in this Schedule.

1.1.2 The Custodial Account will include only those assets which the Custodian initially accepts, and assets that are subsequently added under Sections **Error! Reference source not found.** and **Error! Reference source not found.** of this Schedule. Only assets actually received by the Custodian will become part of the Custodial Account. Plan Sponsor, or Plan Administrator, as applicable, is responsible for effectuating the transfer of any assets held by a prior custodian to the Custodian. All assets so received, together with the income therefrom and any other increment thereon, will be held by the Custodian under the terms of this Schedule without distinction between principal and income and without liability for the payment of interest thereon.

1.1.3 Payroll Contributions Before TOA. If Custodian agrees in writing to accept and hold in custody employer and employee contributions to the Plan from payroll contributions that occur before TOA, this Schedule Effective Date is modified to the date that such contributions are determined to be in good order by Custodian, and the Agreement will be in effect for the limited purpose of accepting such contributions and holding them in custody. The contributions will be held in custody in a plan level account and Plan Sponsor shall provide written Direction to Custodian as to how such contributions will be invested until allocated to Participant accounts following TOA as Directed by Plan Sponsor. Custodian is not responsible as custodian for any assets that have not been received and accepted. If TOA occurs at the beginning of a calendar year and payroll contributions are accepted in the prior calendar year under this section, Custodian is not responsible for performing compliance testing or for preparing the Plan's Form

5500 for the prior calendar year.

1.2 General Duties of Plan Sponsor. Plan Sponsor controls and manages the operation of the Plan. Plan Sponsor shall determine benefit rights under the Plan, instruct the Custodian in the disbursement of benefits, investment management, soliciting stock voting instructions from Plan participants, direct the Custodian in voting proxies, and perform those plan administration functions specified in the Plan.

1.3 General Duties of Custodian.

1.3.1 The Custodian shall receive, hold, invest and reinvest the assets of the Custodial Account under this Section **Error! Reference source not found.** and Section **Error! Reference source not found.**, under the directions received by it from Plan Sponsor, Plan Administrator, or its designees, as applicable, and has no duty to determine any facts or the propriety of any action taken or omitted by the Custodian in good faith under instructions from the Plan Administrator, Plan Sponsor, or its designees.

1.3.2 The Custodian shall be responsible only for such assets as are actually received by it as Custodian hereunder. The Custodian has no duty or authority to determine whether any contributions should be made to it under the Plan or to bring any action to enforce any obligation to make any contribution, nor does it have any responsibility concerning the amount of any contribution or the application of the Plan's contribution formula.

1.3.3 The duties and obligations of the Custodian hereunder are limited to those expressly imposed on it by this Schedule, notwithstanding any reference to the contrary in the Plan, and no further duties or obligations of the Custodian will be implied. The Custodian is not liable for any loss to, or diminution of the Plan assets, or for any other loss or damage which may result from the discharging of its duties hereunder if it acts in good faith and under the terms of this Schedule and under applicable federal or state laws, rules, and regulations.

1.3.4 Custodian and its agents shall perform their responsibilities in a manner consistent with that of a professional custodian acting in the jurisdiction in which the assets are located.

1.4 Powers and Duties of Custodian Relating to Custodial Account Assets. The Custodian has the following powers and duties regarding the Custodial Account:

1.4.1 To hold title to the assets of the Custodial Account, which may include entering into depository arrangements for the safekeeping of assets and records relevant to the ownership of such assets with any bank or banks or depositories as the Custodian may choose and the right to hold such assets in nominee name and in any other book entry or any other data processing form.

1.4.2 To invest the assets of the Custodial Account in Investment Options selected by Plan Sponsor for which an affiliate of Custodian ("**Recordkeeper**") provides recordkeeping services under an election made by Plan Sponsor with Recordkeeper including funds invested through a self-directed option. The Custodian may invest in "qualifying Plan Sponsor securities", as that term is defined under ERISA Section 407, if applicable, only under the directions received from Plan Sponsor. The Custodian has no duty or responsibility to determine the appropriateness of any Plan investment directed to be made by Plan Sponsor or its designees (including whether "qualifying Plan Sponsor securities" meet the applicable percentage limitations under ERISA Section 407), to cause such investments to be changed to diversify investments, or to make any investment decisions.

1.4.3 To make transfers among investment vehicles or disbursements from the Custodial Account as directed by Plan Sponsor, its designees, or Participants as allowed by the terms of the Plan. The Custodian may rely on such direction and has no responsibility to determine whether the Plan permits such a transfer or disbursement.

1.4.4 To delegate to Recordkeeper, affiliates or others, any or all of its duties arising out of this Schedule, including recordkeeping and reporting. Also, the Custodian may use the services of outside custodians to hold on the Custodian's behalf any of the Plan's assets invested in securities, which assets may be held in the Custodian's nominee name.

1.5 Disbursement of Custodial Account Assets.

1.5.1 On receipt of written direction of Plan Sponsor, Plan Administrator or designee thereof, the Custodian shall make payments from the Custodial Account to such persons in such manner and in such amounts as Plan Sponsor or Plan Administrator, as applicable, direct in writing, and amounts paid under such direction no longer constitute a part of the Custodial Account. Notwithstanding the foregoing, Plan Sponsor or Plan Administrator, as applicable, expressly may provide Direction directly to Recordkeeper regarding payments of Plan benefits or other disbursements.

1.5.2 Unless the Plan is a corporate non-qualified plan, or a Code section 457(b) non-governmental plan, as indicated in the preambles to this Schedule, at no time before the satisfaction of all liabilities relating to Participants and beneficiaries under this Custodial Account, will any part of the corpus or income of the Custodial Account be used for, or diverted to, purposes other than for the exclusive benefit of Participants or beneficiaries. If the Plan is a corporate non-qualified plan or a Code section 457(b) non-governmental plan, the availability of the assets held hereunder for purposes other than the benefit of Participants or beneficiaries will be determined under the terms of the Plan and the terms of any Plan trust for which the assets under this Custodial Account are maintained.

1.5.3 Reports of the Custodian. The Custodian has accepted this Custodial Account with the understanding that Plan Sponsor or Plan Administrator, as applicable, has entered into the Agreement with Recordkeeper, whereby Recordkeeper shall provide recordkeeping services for all Plan assets held under this Schedule. The recordkeeping reports will constitute the reports of the Custodian.

2 Participating Employers.

2.1 Any corporation, trade or business that is required to be treated as a single employer or otherwise required to be aggregated with Plan Sponsor under Sections 414(b), (c), (m) or (o) of the Code and which has adopted the Plan under its terms (a "**Participating Employer**") becomes a party to this Schedule on Plan Sponsor delivering to Custodian or its Affiliates documentation that it shall adopt the Plan, to become a party to this Schedule, and to be bound by all the terms of the Plan and this Schedule. Plan Sponsor has the sole authority to enforce this Schedule for all Participating Employers and Custodian, or its agent will in no event be required to deal with any such Participating Employer except by dealing with Plan Sponsor as such Participating Employer's agent. Irrespective of the number of Participating Employers which may become parties to this Schedule, Custodian or its agent shall in all respects invest and administer the Custodial Account as a single fund for investment and accounting purposes without allocation of any part of the Custodial Account as between Plan Sponsor and any Participating Employer.

2.2 A Participating Employer which has adopted the Plan stops being a party to this Schedule on Plan Sponsor delivering to Custodian documentation that it is terminating its participation in the Plan. In such event, or in the event of the merger, consolidation, sale of property or stock, separation, reorganization or liquidation of Plan Sponsor or of any such Participating Employer, or in the event of the establishment, modification or continuance of any other retirement plan which separately or in conjunction with this Plan is qualified under Section 401(a) of the Code, Custodian or its agent shall continue to hold the portion of the Custodial Account which is attributable to the participation in the Plan of the employees and their beneficiaries affected by such termination or by such transaction, and this Schedule continues in force relating to such portion, until otherwise directed by the Plan Administrator, under the provisions of the Plan and ERISA.

2.3 Alienation. No interest in the Custodial Account will be assignable or subject to

anticipation, sale, transfer, mortgage, pledge, charge, garnishment, attachment, bankruptcy or encumbrance or levy of any kind, and the Custodian or its agent shall not recognize any attempt to assign, sell, transfer, mortgage, pledge, charge, garnish, attach or otherwise encumber the same except if such attempt is made under (i) a court order determined by the Plan Administrator to be a qualified domestic relations order, as defined in Section 414 of the Code and Section 206 of ERISA or (ii) as required by a federal tax levy made under Section 6331 of the Code, (iii) under an offset under Section 401(a)(13)(C) of the Code or (iv) as otherwise allowed under ERISA and the Code.

2.4 Bond. Custodian shall not be required to give any bond or any other security for the faithful performance of its duties under this Schedule except as required by law.

2.5 Proxies and Other Incidents of Ownership.

2.5.1 The Custodian has no discretion relating to voting proxies, tendering shares in a tender or exchange offer, or exercising any other rights of ownership.

2.5.2 The Custodian shall deliver or cause to be delivered, as directed by Plan Sponsor or Plan Administrator, to Plan Sponsor, Plan Administrator, the designated investment manager, or a designated transfer agent, all notices, prospectuses, finance statements and proxies and proxy related materials received by Custodian relating to investments held in the Custodial Account.

2.5.3 Plan Sponsor shall assign a named fiduciary (which may be Participants, or a person, committee or entity designated by Plan Sponsor, or Plan Sponsor, but which will not be the Custodian) who will be responsible for voting proxies, tendering shares and exercising shareholder rights. Where Plan Sponsor has assigned the Participants as the named fiduciary for purposes of proxy voting, tendering of shares or exercising other rights of ownership, Plan Sponsor or Plan Administrator shall distribute or cause to be distributed, proxies and proxy-related materials to the Plan Participants.

2.5.4 For investments held in Participant-directed brokerage accounts, each Participant shall be responsible for directly voting proxies, tendering shares and exercising shareholder rights.

3 Compensation and Expenses.

3.1 Custodian shall be compensated under the Agreement where such fees may be paid by Empower on behalf of the Plan. Custodian may liquidate Custodial Account assets in satisfaction of its fees hereunder in the event of non-payment by Plan Sponsor.

3.2 Custodian shall pay out of the Custodial Account, income taxes levied or assessed under existing or future laws against the Custodial Account, (including all Participant accounts) on direction by a regulatory authority or agency or Plan Sponsor or Plan Administrator, as applicable.

3.3 Plan Sponsor shall pay, or if not paid by Plan Sponsor and the Plan so permits, Plan Sponsor directs Custodian to pay from the Custodial Account, the reasonable expenses relating to the Plan and Custodial Account that are permitted by law to be paid from the Custodial Account.

4 Confidential Information.

Plan Sponsor authorizes Custodian to disclose Confidential Information to: (i) any subcustodian, subcontractor, agent, securities depository, securities exchange, broker, third party agent, proxy solicitor, issuer, or any other person that Custodian believes is reasonably required to receive such information in connection with Custodian's provision of relevant services under this Schedule; (ii) its professional advisors, auditors or public accountants; (iii) its Affiliates, and (iv) any revenue authority or any governmental entity relating to the processing of any tax relief claim.

5 Resignation & Termination.

5.1 Resignation or Removal of Custodian.

5.1.1 Custodian may resign at any time by giving ninety days' notice to Plan Sponsor. Plan Sponsor may remove Custodian at any time by giving ninety days' notice to Custodian. In the case of the resignation or removal of Custodian, Plan Sponsor shall appoint a successor Custodian who will have the same powers and duties as those conferred on Custodian. If Plan Sponsor fails to appoint a successor Custodian as of the effective date of the Custodian resignation or removal and no other Custodian remains, the Custodian shall treat Plan Sponsor as having appointed itself as Custodian and as having filed Plan Sponsor's acceptance of appointment as successor Custodian with the Custodian. If state law prohibits Plan Sponsor from serving as successor Custodian, the appointed successor Custodian is the president of a corporate Plan Sponsor, the managing partner of a partnership Plan Sponsor, the managing member of a limited liability company Plan Sponsor, the sole proprietor of a proprietorship Plan Sponsor, or in the case of any other entity type, such other person with title and responsibilities similar to the foregoing.

5.1.2 Custodian shall execute, acknowledge and deliver all documents and written instruments necessary to transfer and deliver all of the assets of the Custodial Account and all rights and privileges therein to the successor Custodian or, in its discretion, to a court of competent jurisdiction as the Custodian deems necessary, within a reasonable time, after reserving such reasonable amount as it deems necessary to provide for any expenses and payments then chargeable against the Custodial Account for which the Custodial Account may be liable, or for payment of the retiring Custodian's fees and expenses in connection with the settlement of its account or otherwise. If the assets so withheld are insufficient or excessive for such purposes, the retiring Custodian shall be entitled to reimbursement for any deficiency out of the Custodial Account from the successor Custodian, or shall deliver the excess to the successor Custodian, as applicable. Following the effective date of the removal or resignation of Custodian, on request, the Custodian shall provide Plan Sponsor a written account of all Custodial Account transactions since the most recent report provided to Plan Sponsor. The provisions of Section 1.5.3 apply to such account. The term "Custodian" as used in this Schedule applies to any successor Custodian.

5.1.3 On the appointment of a successor Custodian, the resigning and removed Custodian is discharged from further accountability for the Custodial Account, and is under no further duty, obligation or responsibility for the disposition by such successor Custodian of the Custodial Account or any part thereof.

5.2 Termination.

5.2.1 If the Agreement is terminated, this Schedule terminates as well, as of the date of termination of the Agreement, with no further notice required from either party to the other.

5.2.2 Plan Sponsor may terminate Custodial Account at any time on ninety days prior notice delivered to Custodian. On receipt of such notice of termination, the Custodian shall, after payment of all expenses incurred in the administration of the Custodial Account and such compensation as to which Custodian may be entitled, distribute the Custodial Account in cash or in kind to such persons or entities, including Plan Sponsor, at such time and in such amounts as Plan Administrator directs, which direction must be in conformity with the provisions of the Plan and ERISA. Notwithstanding the foregoing, Custodian shall not be required to pay out any assets of the Custodial Account until it receives such rulings or determinations of the Internal Revenue Service, the United States Department of Labor or any other administrative agency as it may deem necessary or appropriate to assure itself that any such payment is made under applicable provisions of law, or that it will not subject the Custodial Account or the Custodian, individually or jointly as such Custodian, to liability. Plan Sponsor or Plan Administrator must obtain such rulings.

6 Miscellaneous.

6.1 Entire Agreement. This Schedule, including the terms of the Agreement as incorporated by reference, and all appendices, exhibits, schedules, notices and attachments thereto, constitutes the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services, and supersedes any prior custody agreement, statement, or representation relating to the obligations of the Custodian, whether oral or written.

6.2 Amendment. Except as otherwise provided in this Schedule, this Schedule may be modified only by an amendment signed by authorized representatives of each party. Notwithstanding anything contained in this Section to the contrary, no amendment diverts any part of the Custodial Account to, and no part of the Custodial Account will be used for, any purpose other than for the exclusive purpose of providing benefits to Participants; provided, however, that nothing in this Section limits or otherwise prevents the payment from the Custodial Account of expenses and other charges as provided in Section **Error! Reference source not found.** If the Plan is a corporate non-qualified plan or a Code section 457(b) non-governmental plan, the availability of the assets held hereunder for purposes other than the benefit of Plan participants or beneficiaries will be determined under the terms of the Plan and the terms of any Plan trust for which the assets under this Custody Account are maintained.

6.3 Assignment. This Agreement binds on and inures to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent.

6.4 Governing Law; Jurisdiction. Notwithstanding anything in the Agreement, if not preempted by Federal law, this Schedule and the Custodial Account are construed, regulated, and administered under the laws of the State of Colorado, as applicable, without regard to conflict of law principles, and any claim arising under or related to this Schedule is subject to the exclusive jurisdiction of the federal and state courts located in Palm Beach County, Florida.

6.5 Notices. All notices required by this Schedule must be in writing and must be sent to Custodian as stated below or to Plan Sponsor. Plan Sponsor will be deemed to have received any applicable notices for the Plan Administrator. All notices sent are effective on receipt. Provided, however, that on either party's written request, such communications must be sent to such other address as a party may specify. No communication binds either party until such party receives it.

Custodian:

Notice To Custodian: Empower Trust Company, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: Trust Officer

With a copy to: Empower Trust Company, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

Plan Sponsor: City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

With a copy to:

City Attorney's Office
200 NW 1st Avenue
Delray Beach, Florida
Attn: City Attorney

Notice To Plan Sponsor: Plan Sponsor's address of record as provided to the Trustee
its Affiliates.

6.6 Reports. The Custodian has accepted this Custodial Account with the understanding that Plan Sponsor or Plan Administrator has entered into an Agreement with Empower, whereby Empower is providing recordkeeping services for all Plan assets held under this Schedule. The recordkeeping reports and related financial information provided by Empower constitute the reports of the Custodian.

Plan Sponsor and the Custodian have signed this instrument on such dates specified below.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

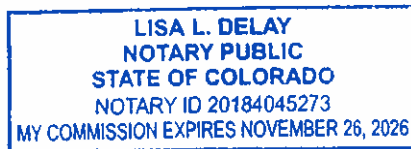
EMPOWER TRUST COMPANY, LLC

By: _____

Print Name: Kevin Mollman

Title: Director, Trust Oversight

(SEAL)



STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 4, 2025 by Kevin Mellman (name of person), as Director, Trust Oversight (type of authority) for Empower Trust Company, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____



Lisa L. DeLay
Notary Public – State of Colorado