Please file this notice regarding the Illinois Secure Choice Savings Program with your records.

Illinois Secure Choice Savings Program
Notice of Program Changes – February 2025

Changes to Target Date Retirement Funds: No Action Required on Your Part

This notice details material changes to the Illinois Secure Choice Savings Program (the "Program" or "Secure Choice") that may impact your account. Please review it carefully. The changes are also reflected in the current Program Description, which you can access by logging into your account at saver.ilsecurechoice.com. If you have questions about these changes or your account, please email us at clientservices@ilsecurechoice.com or call us at (855) 650-6914 Monday through Friday, 8:00 a.m. – 8:00 p.m. CT. Multilingual support is available. Below is a summary of the changes.

On February 28, 2025, the Program will make various changes to its Target Date Retirement Funds:

1. **Collapsing Target Date Retirement Fund 2025 into Target Date Retirement Fund.**

   No action is required on your part related to this change, and if you hold assets in Target Date Retirement Fund 2025 at the time of the change, the assets will automatically be re-allocated to the Target Date Retirement Fund. This update entails no change to the Underlying Investment Fund in which you are invested.

2. **Updating the Underlying Investment Fund for Target Date Retirement Fund 2070.**

   The Program will add the BlackRock LifePath® Index 2070 Fund (LIYKX) as the Underlying Investment Fund for Target Date Retirement Fund 2070, replacing the BlackRock LifePath® Index 2065 Fund (LIWKX). No action is required on your part related to this change, and if you hold assets in Target Date Retirement Fund 2070 at the time of the change, the assets will automatically be re-allocated to the new Underlying Investment Fund (LIYKX).

3. **Adding Target Date Retirement Fund 2075 as a new Investment Option.**

   The Program will add Target Date Retirement Fund 2075 as a new Investment Option. The Underlying Investment Fund in the new Investment Option will be the BlackRock LifePath® Index 2070 Fund (LIYKX).

Accordingly, effective February 28, 2025, the Program Description is updated as follows:

The chart on page 7 in the section titled **INVESTMENT CHOICES** is replaced with the following:

Investment Option	Underlying Investment Fund (Ticker)
90 Day Holding Vehicle*	State Street Institutional U.S. Government Money Market Fund – Cabrera Capital Markets Class (CAHXX)
Capital Preservation Fund	State Street Institutional U.S. Government Money Market Fund – Cabrera Capital Markets Class (CAHXX)
Target Date Retirement Fund	BlackRock LifePath® Index Retirement Fund (LIRKX)
Target Date Retirement Fund 2030	BlackRock LifePath® Index 2030 Fund (LINKX)
Target Date Retirement Fund 2035	BlackRock LifePath® Index 2035 Fund (LIJKX)
Target Date Retirement Fund 2040	BlackRock LifePath® Index 2040 Fund (LIKKX)
Target Date Retirement Fund 2045	BlackRock LifePath® Index 2045 Fund (LIHKX)
Target Date Retirement Fund 2050	BlackRock LifePath® Index 2050 Fund (LIPKX)
Target Date Retirement Fund 2055	BlackRock LifePath® Index 2055 Fund (LIVKX)
Target Date Retirement Fund 2060	BlackRock LifePath® Index 2060 Fund (LIZKX)
Target Date Retirement Fund 2065	BlackRock LifePath® Index 2065 Fund (LIWKX)
Target Date Retirement Fund 2070	BlackRock LifePath® Index 2070 Fund (LIYKX)
Target Date Retirement Fund 2075	BlackRock LifePath® Index 2070 Fund (LIYKX)
Conservative Fund	Schwab® U.S. Aggregate Bond Index Fund (SWAGX)
Growth Fund	Schwab® S&P 500 Index Fund (SWPPX)

* The 90 Day Holding Vehicle is not a stand-alone Investment Option. The 90 Day Holding Vehicle is an administrative vehicle that seeks to preserve the value of Employee contributions into a Secure Choice Account for the length of the Account Revocation Period.

The chart on pages 7-8 in the section titled **Descriptions of Underlying Investment Funds** is updated as follows:

Underlying Investment Fund (Ticker)	Website	Phone
State Street Institutional U.S. Government Money Market Fund – Cabrera Capital Markets Class (CAHXX)	https://www.ssga.com	(877) 521-4083
BlackRock LifePath® Index Funds (LIRKX, LINKX, LIJKX, LIKKX, LIHKX, LIPKX, LIVKX, LIZKX, LIWKX, LIYKX)	https://www.blackrock.com	(800) 882-0052
Schwab® U.S. Aggregate Bond Index Fund (SWAGX); Schwab® S&P 500 Index Fund (SWPPX)	https://www.schwabassetmanagement.com	(800) 435-4000

Please file this notice regarding the Illinois Secure Choice Savings Program with your records.

The section under **Descriptions of Underlying Investment Funds** beginning on page 8 and titled **BlackRock LifePath® Index Retirement to 2065 Funds (LIRKX, LINKX, LIJKX, LIKKX, LIHKX, LIPKX, LIVKX, LIZKX, LIWKX)** is replaced with the following:

BlackRock LifePath® Index Retirement to 2070 Funds (LIRKX, LINKX, LIJKX, LIKKX, LIHKX, LIPKX, LIVKX, LIZKX, LIWKX, LIYKX)

Investment Objective. The investment objective is consistent across each of the following, BlackRock LifePath® Index Fund Retirement Fund (the "LifePath Index Retirement Fund"), BlackRock LifePath® Index 2030 Fund (the "LifePath Index 2030 Fund"), BlackRock LifePath® Index 2035 Fund (the "LifePath Index 2035 Fund"), BlackRock LifePath® Index 2040 Fund (the "LifePath Index 2040 Fund"), BlackRock LifePath® Index 2045 Fund (the "LifePath Index 2045 Fund"), BlackRock LifePath® Index 2050 Fund (the "LifePath Index 2050 Fund"), BlackRock LifePath® Index 2055 Fund (the "LifePath Index 2055 Fund"), BlackRock LifePath® Index 2060 Fund (the "LifePath Index 2060 Fund"), BlackRock LifePath® Index 2065 Fund (the "LifePath Index 2065 Fund"), BlackRock LifePath® Index 2070 Fund (the "LifePath Index 2070 Fund") (each, a "Fund"), each a series of BlackRock Funds III, is to seek to provide for retirement outcomes based on quantitatively measured risk. In pursuit of this objective, each Fund will be broadly diversified across global asset classes, with asset allocations becoming more conservative over time.

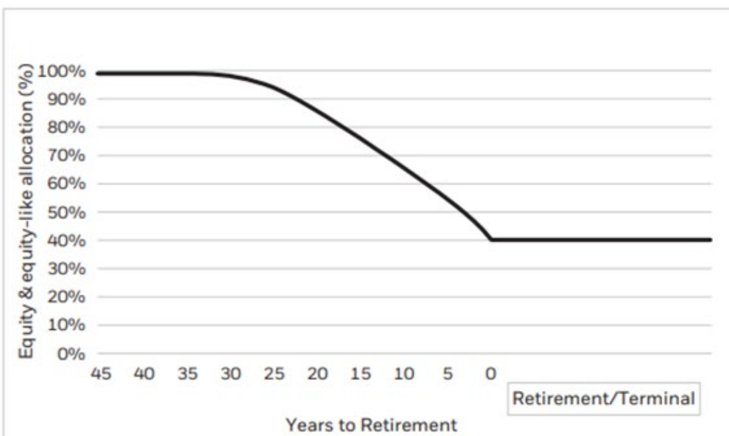
Principal Investment Strategies. Each Fund seeks to provide for retirement outcomes based on quantitatively measured risk. BlackRock employs a multi-dimensional approach to assess risk for each Fund and to determine each Fund's allocation across asset classes. As part of this multi-dimensional approach, BFA aims to quantify risk using proprietary risk measurement tools that, among other things, analyze historical and forward-looking securities market data, including risk, asset class correlations, and expected returns. Under normal circumstances, each Fund intends to invest primarily in affiliated open-end index funds and affiliated exchange-traded funds ("ETFs").

Each Fund employs a "passive" management approach, attempting to invest in a portfolio of assets whose performance is expected to track the performance of the Fund's respective custom benchmark index.

Certain Underlying Investment Funds may invest in real estate investment trusts ("REITs"), foreign securities, emerging market securities, below investment-grade bonds and derivative securities or instruments, such as options and futures, the value of which is derived from another security, a currency or an index, when seeking to match the performance of a particular market index. Each Fund and certain Underlying Investment Funds may also lend securities with a value up to 33⅓% of their respective total assets to financial institutions that provide cash or securities issued or guaranteed by the U.S. Government as collateral.

Under normal circumstances, the asset allocation will change over time according to a predetermined "glide path" as each Fund approaches its target date. The glide path below represents the shifting of asset classes over time. As the glide path shows, each Fund's asset allocations become more conservative — prior to retirement — as time elapses. This reflects the need for reduced investment risks as retirement approaches and the need for lower volatility of the Fund, which may be a primary source of income after retirement.

Each Fund is one of a group of funds referred to as the "LifePath Index Funds," each of which seeks to provide for retirement outcomes based on quantitatively measured risk that investors on average may be willing to accept given a particular time horizon. The following chart illustrates the glide path — the target allocation among asset classes as the LifePath Index Funds approach their target dates.



Each Fund will invest, under normal circumstances, its assets among asset classes according to the target asset allocations in the table below. Each Fund is designed for investors expecting to retire or to begin withdrawing assets around each Funds respective target retirement year.

Name of Fund	Years Until Retirement	Equity Index Funds (includes REITs)	Fixed-Income Index Funds
BlackRock LifePath® Index 2070 Fund	45	99%	1%
BlackRock LifePath® Index 2065 Fund	40	99%	1%
BlackRock LifePath® Index 2060 Fund	35	99%	1%
BlackRock LifePath® Index 2055 Fund	30	99%	1%
BlackRock LifePath® Index 2050 Fund	25	95%	5%
BlackRock LifePath® Index 2045 Fund	20	87%	13%
BlackRock LifePath® Index 2040 Fund	15	77%	23%

BlackRock LifePath® Index 2035 Fund	10	65%	35%
BlackRock LifePath® Index 2030 Fund	5	53%	47%
BlackRock LifePath® Index Retirement Fund	0	40%	60%

The asset allocation targets are established by the portfolio managers. The investment team, including the portfolio managers, meets regularly to assess market conditions, review the asset allocation targets of each Fund, and determine whether any changes are required to enable the Fund to achieve its investment objective. Although the asset allocation targets listed for the glide path are general, long-term targets, BlackRock may periodically adjust the proportion of equity index funds and fixed-income index funds in a Fund, based on an assessment of the current market conditions, the potential contribution of each asset class to the expected risk and return characteristics of the Fund, reallocations of Fund composition to reflect intra-year movement along the glide path and other factors. In general, such adjustments will be limited; however, BlackRock may determine that a greater degree of variation is warranted to protect a Fund or achieve its investment objective. BlackRock's second step in the structuring of a Fund is the selection of the Underlying Investment Funds. Factors such as fund classifications, historical risk and performance, and the relationship to other Underlying Investment Funds in the Fund are considered when selecting Underlying Investment Funds. The specific Underlying Investment Funds selected for a Fund are determined at BlackRock's discretion and may change as deemed appropriate to allow the Fund to meet its investment objective. See the "Details About the Funds — Information About the Underlying Investment Funds" section of the prospectus for a list of the Underlying Investment Funds, their classification into equity, fixed income or money market funds and a brief description of their investment objectives and primary investment strategies. Within the prescribed percentage allocations to equity and fixed-income index funds, BlackRock seeks to diversify each Fund. The allocation to Underlying Investment Funds that track equity indexes may be further diversified by style (including both value and growth), market capitalization (including large cap, mid cap, small cap and emerging growth), region (including domestic and international (including emerging markets)) or other factors. The allocation to Underlying Investment Funds that track fixed-income indexes may be further diversified by sector (including government, corporate, agency, and other sectors), duration (a calculation of the average life of a bond which measures its price risk), credit quality (including non-investment grade debt or junk bonds), geographic location (including U.S. and foreign-issued securities), or other factors. Though BlackRock seeks to diversify the Fund, certain Underlying Funds may concentrate their investments in specific sectors or geographic regions or countries. The percentage allocation to the various styles of equity and fixed-income Underlying Investment Funds is determined at the discretion of the investment team and can be changed to reflect the current market environment.

Principal Risks. In addition, each of the Funds are subject to the following risks: **Affiliated Fund Risk, Allocation Risk, Asset Class Risk, Authorized Participant Concentration Risk, Concentration Risk, Currency Risk, Debt Securities Risk, Depositary Receipts Risk, Derivatives Risk, Emerging Markets Risk, Equity Securities Risk, Foreign Securities Risk, Geographic Risk, Income Risk, Index-Related Risk, Investments in Underlying Funds Risk, Issuer Risk, Management Risk, Market Risk and Selection Risk, Money Market Securities Risk, Mortgage- and Asset-Backed Securities Risks, National Closed Market Trading Risk, Passive Investment Risk, Preferred Securities Risk, Real Estate Related Securities Risk, REIT Investment Risk, Representative Sampling Risk, Retirement Income Risk, Shares of an ETF May Trade at Prices Other Than Net Asset Value, Small and Mid-Capitalization Company Risk, Structured Products Risk, Tracking Error Risk, Treasury Obligations Risk, U.S. Government Issuer Risk,** and **Valuation Risk**. These risks are discussed in the prospectus and SAI of the Underlying Investment Fund.

The section on page 12 titled **UNDERLYING INVESTMENT FUND PERFORMANCE BENCHMARKS** is replaced with the following:

Each Underlying Investment Fund evaluates its performance against the respective benchmark listed in the table below. Benchmark performance may be higher, in part, because it does not reflect the impact on performance of fees borne by the Investment Option.

Underlying Investment Fund (Ticker)	Benchmark
State Street Institutional U.S. Government Money Market Fund – Cabrera Capital Markets Class (CAHXX)	N/A
BlackRock LifePath® Index Retirement K (LIRKX)	LifePath Index Retirement Fund Custom Benchmark
BlackRock LifePath® Index 2030 K (LINKX)	LifePath Index 2030 Fund Custom Benchmark
BlackRock LifePath® Index 2035 K (LIJKX)	LifePath Index 2035 Fund Custom Benchmark
BlackRock LifePath® Index 2040 K (LIKKX)	LifePath Index 2040 Fund Custom Benchmark
BlackRock LifePath® Index 2045 K (LIHKX)	LifePath Index 2045 Fund Custom Benchmark
BlackRock LifePath® Index 2050 K (LIPKX)	LifePath Index 2050 Fund Custom Benchmark
BlackRock LifePath® Index 2055 K (LIVKX)	LifePath Index 2055 Fund Custom Benchmark
BlackRock LifePath® Index 2060 K (LIZKX)	LifePath Index 2060 Fund Custom Benchmark
BlackRock LifePath® Index 2065 K (LIWKX)	LifePath Index 2065 Fund Custom Benchmark
BlackRock LifePath® Index 2070 K (LIYKX)	LifePath Index 2070 Fund Custom Benchmark
Schwab® U.S. Aggregate Bond Index Fund (SWAGX)	Bloomberg US Aggregate Bond Index
Schwab® S&P 500 Index Fund (SWPPX)	S&P 500® Index

PROGRAM DESCRIPTION – OCTOBER 2024

IMPORTANT DISCLOSURES

This Program Description should be read in conjunction with the accompanying Custodial Account Agreement, Disclosure Statement, and Financial Disclosure (together with the Program Description, the "Program Documents") for the Illinois Secure Choice Savings Program (the "Program" or "Secure Choice"). The Program Documents describe the Program, including important information about the (i) risks of investing in the Program, (ii) investments offered by the Program, (iii) fees you will pay for having a Secure Choice Account, and (iv) your rights under the Program. You should read the information in this Program Description and the other Program Documents in their entirety before making any decisions about setting up or opening your Secure Choice Account and before you contribute to, or your Employer starts processing any payroll contributions on your behalf to, your Secure Choice Account. This Program Description and other Program Documents together constitute the full disclosure relating to the Program. The Custodial Account Agreement, Disclosure Statement, and Financial Disclosure are hereby incorporated by reference into this Program Description.

The Program is overseen by the Illinois Secure Choice Savings Board ("Board"). Ascensus College Savings Recordkeeping Services, LLC is the Program Administrator, meaning the firm selected by the Board to administer the daily operations of the Program and provide marketing, recordkeeping, investment management, custodial, and other services for the Program. Participants saving through the Program beneficially own and have control over their IRAs, as provided in the Program Documents set out at **saver.ilsecurechoice.com**.

The Program, the Board, the Board members, the State of Illinois (the "State") and the Program Administrator do not guarantee the principal amount invested, any rate of return, or any interest rate on any contribution invested in the Program. Your Secure Choice Account is not insured by the State of Illinois or the Federal Deposit Insurance Corporation (the "FDIC"). You could lose money (including your contributions) or not make any money by investing in the Program. The Program, the Board, the Board members, the State and the Program Administrator may not be held liable for any loss you experience as a result of participating or investing in the Program.

The Program is a completely voluntary retirement program. You may opt out at any time. The State, not your Employer, sponsors the Program. If you would like investment or other financial advice, you should contact a qualified financial professional. Your Employer cannot provide investment or other financial advice and is not liable for the decisions you make with respect to the Program. Employer facilitation of the Program should not be considered an endorsement or recommendation by your Employer of the Program, Roth IRAs, or the Investment Options. Your rights under the Program are only enforceable by you, your designated beneficiary under the Program, your authorized representative, and the State. This Program Description is not intended to constitute, nor does it constitute, legal, financial or tax advice.

The Program offers Investment Options selected by the Board, which are described in this Program Description. For more information on the Investment Options go to **saver.ilsecurechoice.com**. Units in the Investment Options are interests in municipal securities and the value of Units will vary with market conditions. Contributions under the Program are made to a Roth IRA. Saving through a Roth IRA will not be appropriate for all individuals. Depending on your income (or if applicable, your and your spouse's combined income), you may not be eligible to contribute to a Roth IRA and, as a result, would not be eligible to participate in the Program. If you do nothing and are ineligible for a Roth IRA, you will incur tax penalties on amounts contributed to your Roth IRA under the Program. If you are currently receiving benefits, making contributions to a Roth IRA through this Program could impact your benefits. Therefore, you should consult with your own tax and benefits advisor to determine whether you are eligible to contribute to a Roth IRA and how much you are allowed to contribute. See ***DISCLOSURE STATEMENT – Requirements of a Roth IRA*** and ***DISCLOSURE STATEMENT – Limitations and Restrictions***, for more information on the federal income tax rules on Roth IRAs. Roth IRAs are not exclusive to the Program and can be obtained outside of the Program and contributed to outside of payroll deduction. Also, other retirement savings products may be available to you outside of the Program.

If you have questions about participation in the Program, you should consult your legal advisor, tax advisor, or financial professional based on your individual situation. To obtain the Program Documents and additional information about the Program, please go to **saver.ilsecurechoice.com** or call **855.650.6914**.

KEY TERMS

Terms not defined throughout this Program Description have the following meanings:

"Account Revocation Period" means the period of time starting from the date your Roth IRA is established and you receive the Disclosure Statement, and ending of (i) 90 days after your first contribution into your Secure Choice Account or (ii) after Close of Business on the Business Day that you make an Alternate Contribution Election; provided, however, the Account Revocation Period shall last a minimum of seven (7) days from the date your Roth IRA is established and you receive your Disclosure Statement regardless of your contribution elections.

"Act" means Illinois Secure Choice Savings Program Act, 820 ILCS 80/1 et seq., as amended from time to time.

"Alternate Contribution Elections" means Program elections that you choose that are different from the Default Contribution Elections.

"BlackRock" means BlackRock Fund Advisors.

"Business Day" means any day on which the NYSE is open for business.

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations, rulings, announcements, or other guidance issued thereunder, as amended.

"Close of Business" means the time of day that trading closes on the NYSE, generally 4 p.m. Eastern Standard Time.

"Custodial Account Agreement" means the IRS 5305-RA contractual agreement that describes the Roth IRA's terms and conditions and meets the requirements of the Internal Revenue Code.

"Default Contribution Elections" means the default Program elections applicable to you, if you do not choose Alternate Contribution Elections.

"Default Investment Option" means the Investment Option in which assets held in your Secure Choice Account will be transferred into at the end of the Account Revocation Period if you do not choose Alternate Contribution Elections. The Default Investment Option is the Target Date Retirement Fund that corresponds with your target retirement age.

"Disclosure Statement" means a nontechnical explanation of the statutory requirements relating to the IRA that meets the requirements of Treasury Regulations Section 1.408-6.

"Employee" means any individual who is 18 years of age or older, who is employed by an Employer, and who has Wages that are allocable to Illinois during a calendar year under the provisions of Section 304(a)(2)(B) of the Illinois Income Tax Act. An Employee includes both part-time and full-time employees.

"Employer" means a person or entity engaged in a business, industry, profession, trade, or other enterprise in Illinois, whether for profit or not for profit, that (i) has at no time during the previous calendar year employed in Illinois fewer than 25 employees but no more than 15 employees starting September 1, 2022 and at least 5 employees but not more than 15 starting September 1, 2023, (ii) has been in business at least 2 years, and (iii) has not offered a Qualified Retirement Plan in the preceding 2 years. A person or entity engaged in a business, industry, profession, trade, or other enterprise in Illinois, whether for profit or not for profit, that fails to meet the immediately preceding number of employees and/or years of business requirements may also be deemed an Employer under this Agreement if such employer has notified the Program Administrator of its interest in facilitating its Employees enrollment into the Program.

"Financial Disclosure" means a nontechnical description of the fees and charges that may be made to the IRA, an explanation of the method for computing and allocating earnings, and a statement that growth is neither guaranteed nor projected that meets the requirements of Treasury Regulations Section 1.408-6(d)(4)(vii).

"Force Majeure" means circumstances beyond our reasonable control, including but not limited to regulatory or legislative changes, worldwide political uncertainties, and general economic conditions (such as including inflation and unemployment rates), acts of God, acts of civil or military authority, acts of government, accidents, environmental disasters, natural disasters or events, fires, floods, earthquakes, hurricanes, explosions, lightning, suspensions of trading, epidemics, pandemics, public health crises, quarantines, wars, acts of war (whether war is declared or not), terrorism, threats of terrorism, insurrections, embargoes, cyber-attacks, riots, strikes, lockouts or other labor disturbances, disruptions of supply chains, civil unrest, revolutions, power or other mechanical failures, loss or malfunction of utilities or communications services, delays or stoppage of postal or courier services, delays in or stoppages of transportation, and any other events or circumstances beyond our reasonable control whether similar or dissimilar to any of the foregoing.

"Individual Retirement Account" or **"IRA"** means the Roth or Traditional IRA (individual retirement account) under Section 408 or 408A of the Internal Revenue Code and related Treasury Regulations.

"Investment Manager" means the investment manager of an Underlying Investment Fund. The Investment Managers are SSGA, BlackRock, and Schwab.

"Investment Option" means a grouping of one or more Underlying Investment Funds, constructed in accordance with a specific risk tolerance and investment objective. The available Investment Options in the Program are the Target Date Retirement Funds (also known as Life-Cycle Funds), Capital Preservation Fund (also known as Secure Return Fund), Conservative Fund, and the Growth Fund.

"IRA Custodian" means Ascensus Trust Company, an affiliate of the Program Administrator.

"Program Rules" means the administrative rules for the Program set forth in the 74 Ill. Admin. Code Part 721, including any emergency rules, and as amended from time to time.

"Qualified Retirement Plan" includes a plan qualified under section 401(a), 401(k), 403(a), 403(b), 408(k) or 408(p) of the Internal Revenue Code. The term also includes an eligible governmental plan under section 457(b) of the Internal Revenue Code, as well as Simplified Employee Pension (SEP) plans, Savings Incentive Match Plan for Employees (SIMPLE) plans, and Taft-Hartley plans. Payroll deduction IRA programs are not qualified retirement plans. A payroll deduction IRA program as defined in 29 C.F.R. 2510.3-2(d) is not a Qualified Plan.

"Roth IRA" means a Roth individual retirement account, as defined in Section 408A of the Code.

"Schwab" means Charles Schwab Investment Management, Inc, dba Schwab Asset Management™.

"Secure Choice Account" means an IRA established by or for an Employee under the Program.

"SSGA" means State Street Global Advisors or SSGA Funds Management, Inc.

"Underlying Investment Funds" or **"Funds"** means the investment vehicles (e.g., mutual funds) in which assets of the Program are invested through the Investment Options.

"Unit" means the measurement of a Secure Choice Account's interest in an Investment Option. When you contribute to the Program, your money will be invested in Units of one or more Investment Options.

"Unit Value" means the value of one Unit in an Investment Option. For example, if you contribute $100 to an Investment Option, and the value of a Unit in the Investment Option is $10, you will be allocated 10 Units in the Investment Option.

"Wages" means W-2 wages, as defined in 26 CFR 1.415(c)-2(d)(4) that you receive from an Employer that facilitates Secure Choice during the calendar year.

"We", **"us"** or **"our"** means, as the case may be, Secure Choice, the State of Illinois, the Board, the Office of the Illinois State Treasurer, or the Program Administrator.

"You" or **"IRA owner"** means any person who has established (or has had established on their behalf) and maintains a Secure Choice Account, and the beneficiaries of a deceased Secure Choice Account owner.

“90 Day Holding Vehicle” means the administrative vehicle that seeks to preserve the value of Employee contributions into a Secure Choice Account for the length of the Account Revocation Period. The 90 Day Holding Vehicle is not a stand- alone Investment Option.

THE PROGRAM

The Illinois Secure Choice Savings Program was established by the Act as a retirement savings program in the form of an automatic enrollment payroll deduction IRA for the purpose of promoting greater retirement savings for Illinois employees in a convenient, low-cost, and portable manner. The Program is a workplace retirement savings option designed to help workers who do not have access to an employer-sponsored plan to save their own money for retirement. Additionally, Secure Choice is open to any individual, 18 years of age or older, who is eligible to contribute to a Roth IRA.

The Program offers participants the advantages of potential tax-free growth on assets and an easy way to save through automatic payroll deductions. The Secure Choice Accounts are structured as Roth IRAs (unless chosen otherwise), which provide tax-free withdrawals of contributions and qualified distributions of earnings.

The Board is an independent board, responsible for administrating the Program in accordance with the Act. The Board also acts as a fiduciary with respect to the investments offered by the Program and intends that the Program be operated, and the Program Rules be construed, in a manner consistent with applicable law. The Illinois Secure Choice Savings Program Fund (the “Fund”) is established under the Act to hold the assets that are contributed into the Secure Choice Accounts. The Board is the trustee of the Fund. The Fund must operate in a manner that is determined by the Board and meets the requirements for IRAs under the Code. The amounts deposited in the Fund shall not constitute property of the State, and the Fund shall not be construed to be a department, institution, or agency of the State. Amounts on deposit in the Fund shall not be commingled with State funds, and the State shall have no claim to or against, or interest in, such funds.

ENROLLMENT PROCESS

There are two ways to enroll into the Program. You may enroll through an Employer that facilitates the Program or you may directly open up a Secure Choice Account online. You must meet certain eligibility requirements to participate in the Program as described below.

Eligibility – Enrolling Through a Participating Employer. If you are 18 years of age or older, employed by an Employer, and have Wages that are allocable to Illinois during a calendar year under the provisions of Section 304(a)(2)(B) of the Illinois Income Tax Act, then you are likely to be eligible to participate in the Program subject to Illinois law and the federal rules governing Roth IRAs. You may be enrolled in the Program automatically by your employer and your employer may fund your Secure Choice Account through payroll deductions, subject to your right to opt out. See ***DISCLOSURE STATEMENT – Requirements of a Roth IRA*** and ***DISCLOSURE STATEMENT – Limitations and Restrictions***, for more details regarding Roth IRA requirements and limitations.

Eligibility – Self-Enrolling Without an Employer. If you are 18 years of age or older and eligible to contribute to a Roth IRA under the federal rules governing Roth IRAs, then you may be eligible to participate in the Program and open a Secure Choice Account online. See ***DISCLOSURE STATEMENT – Requirements of a Roth IRA*** and ***DISCLOSURE STATEMENT – Limitations and Restrictions***, for more details regarding Roth IRA requirements and limitations.

MAINTAINING YOUR SECURE CHOICE ACCOUNT

Contributions. Your Secure Choice Account is structured as a Roth IRA, which is governed by federal contribution limits. You can only contribute up to the maximum dollar limits set by the federal government. Contribution limits vary based on age, income, and filing status and may be adjusted for inflation from year to year. For more details, see ***CUSTODIAL ACCOUNT AGREEMENT – Article I, DISCLOSURE STATEMENT – Requirement of a Roth IRA – B. Maximum Contribution*** and ***DISCLOSURE STATEMENT – Limitations and Restrictions and IRS PUBLICATION 590-A***. Neither the Program nor the Program Administrator will have information on your eligibility to contribute to a Roth IRA, or knowledge of any other IRA accounts to which you are contributing. It is your responsibility to ensure that you are contributing within the IRS’ annual limits across all your retirement accounts. If you exceed the IRS’ annual limits, the excess amount will have to be removed, along with any earnings associated, within certain deadlines, in order to avoid an excess contribution penalty tax. The earnings will be taxable to you and may be subject to an early distribution penalty tax. Please consult a tax expert or financial professional to discuss your specific circumstances.

Distributions. Your Secure Choice Account is designed specifically to help you save for retirement; however, you can access the money in your Secure Choice Account at any time. Some Roth IRA distributions may be subject to applicable state and federal income tax obligations and penalties for early withdrawal. For details on the taxation of distributions, see ***CUSTODIAL ACCOUNT AGREEMENT – Article IX – 9.12 Withdrawals or Transfers and DISCLOSURE STATEMENT – Income Tax Consequences of Establishing a Roth IRA and IRS PUBLICATION 590-B***.

Secure Choice Account Restrictions. The Program Administrator and/or the Board reserves the right to:

- freeze your Secure Choice Account and/or suspend your Secure Choice Account services if (i) the Program Administrator receives a notice of dispute regarding your Secure Choice Account assets or Secure Choice Account ownership, including notice of your death or divorce (until appropriate documentation is received and the Program Administrator reasonably believes that it is lawful to transfer Secure Choice Account ownership to the beneficiary or former spouse) or (ii) the Program Administrator or Board reasonably believes a fraudulent transaction may occur or has occurred;
- freeze your Secure Choice Account, without your permission, in cases of threatening conduct or suspicious, fraudulent or illegal activity;
- refuse to establish or close your Secure Choice Account if your identity cannot be verified or if it is determined that it is in the best interest of Secure Choice or required by law;
- close your Secure Choice Account if it is determined that you are restricted by law from participating in Secure Choice; or
- reject a contribution for any reason, including contributions to the Program that the Program Administrator or the Board believe are not in the best interests of the participants, the Program or an Investment Option.

The risk of market loss, tax implications, penalties, and any other expenses as a result of the above will be solely your responsibility.

FEES AND EXPENSES

Except for the fees described in this section, there are currently no other fees, charges, or penalties imposed by or payable to the Program by you in connection with opening or maintaining your Secure Choice Account. The Board will, from time to time, review and adjust the Program fees, and will notify you of any changes to the fees.

Fixed Account Fee. Each Secure Choice Account is charged a $4 Fixed Account Fee each quarter ($16 in total annually). The Program Administrator receives this fee in connection with administering the Program and servicing your Secure Choice Account.

- The Fixed Account Fee will not be assessed until at least 90 days after your initial contribution, nor for the quarter in which the first contribution was made. For example, an account initially funded between April 1 and June 30 (the second quarter of the year) will not be assessed the first Fixed Account Fee until after the end of the third quarter, September 30.
- However, if you initiate a full withdrawal and have had a funded account for at least 90 days, all applicable fees, including the Fixed Account Fee, may be assessed before funds are distributed.
- If your account does not have a large enough balance to cover the quarterly Fixed Account Fee, the remaining amount in the account will be assessed and the account balance will be $0.

Annualized Asset-Based Fees

Each Investment Option has an Annualized Asset-Based Fee that is deducted from the total assets in each Investment Option. The Annualized Asset-Based Fee reduces the return on your investments through the Program. As a Secure Choice Account owner, you indirectly bear a pro rata share of the annual costs and expenses associated with each Investment Option in which you are invested. The Annualized Asset-Based Fee consists of the Underlying Investment Fund Fee, the State Fee, and the Program Administration Fee described below. These fees accrue daily and are factored into each Investment Option's Unit Value.

- **Underlying Investment Fund Fee.** This fee includes investment advisory fees, administrative fees, and other expenses of the Underlying Investment Fund, which are paid out of the assets of the Underlying Investment Fund. An Underlying Investment Fund's expense ratio measures the total annual operating expenses of the Underlying Investment Fund as a percentage of its average daily net assets. The Underlying Investment Fund Fee is subject to fluctuation from time to time based on changes in the total annual operating expenses of the Underlying Investment Fund(s) in the Investment Option, which can cause fluctuation in the Total Annualized Asset-Based Fee of the Investment Option. For more information on the fees of each Underlying Investment Fund, see the prospectus applicable to each Underlying Investment Fund.
- **State Fee.** Each Investment Option is subject to a State Fee equal to 0.05% of the Investment Option's assets payable to the Board to offset expenses related to oversight and administration of the Program.
- **Program Administration Fee.** Each Investment Option is subject to a Program Administration Fee equal to 0.25% of the Investment Option's assets. The Program Administrator receives the Program Administration Fee for administering the Program.

Fee Structure Table

The following table describes the Total Annualized Asset-Based Fees for each Investment Option.

FEE STRUCTURE TABLE (as of October 7, 2024)				
	Annualized Asset-Based Fees[1]			
Investment Option	**Underlying Investment Fund Fee[2]**	**State Fee**	**Program Administration Fee**	**Total Annualized Asset-Based Fee[3]**
90 Day Holding Vehicle[4, 5]	0.15%	0.05%	0.25%	0.45%
Capital Preservation Fund[5]	0.15%	0.05%	0.25%	0.45%
Target Date Retirement Funds	0.09%	0.05%	0.25%	0.39%
Conservative Fund	0.04%	0.05%	0.25%	0.34%
Growth Fund	0.02%	0.05%	0.25%	0.32%

[1] Expressed as an annual percentage of the average daily net assets of each Investment Option.

[2] For each Investment Option, the Underlying Investment Fund Fee in this column is derived from the expense ratio reported in each Underlying Investment Fund's most recent prospectus as of the date of the above table. Each Investment Option indirectly bears the expenses of the Underlying Investment Funds; so, when fees are deducted from an Underlying Investment Fund's assets, the value of the Underlying Investment Fund's shares is reduced. Actual Underlying Investment Fund expenses may vary and are subject to change.

[3] The Annualized Asset-Based Fee is assessed against assets over the course of the year. It includes the Underlying Investment Fund Fee, the State Fee plus the Program Administration Fee. Please refer to the Illustration of Investment Costs below for the total assumed cost for a $1,000 investment over 1-, 3-, 5-, and 10-year periods.

[4] The 90 Day Holding Vehicle is not a stand-alone Investment Option. The 90 Day Holding Vehicle is an administrative vehicle that seeks to preserve the value of Employee contributions into a Secure Choice Account for the length of the Account Revocation Period.

[5] Certain fees for the 90 Day Holding Vehicle and Capital Preservation Fund may be voluntarily reduced by the Investment Manager, in its sole discretion, in an effort to maintain a net yield of 0.00%. There is no guarantee that this agreement will be in effect at any given time or that a negative yield will be avoided.

Activity-Based Fees

- **Paper Delivery Fee:** $1.25 per quarter ($5 total annually) for paper delivery of account statements or transaction & profile confirmations. To avoid the Paper Delivery Fee, you should set your delivery preferences to electronic delivery for both account statements and transaction & profile confirmations. The Paper Delivery Fee will not be assessed for paper delivery of IRS tax documents.
- **Paper Check Fee:** $5 per paper withdrawal check. To avoid the Paper Check Fee, you should establish an electronic bank transfer

(ACH withdrawal) and request any account distributions electronically, rather than by paper check.

Float Income

The IRA Custodian may receive indirect compensation for the trustee (or custodial) services that it provides to your Secure Choice Account. This compensation, known as "float" income, is paid by the financial organization at which the IRA Custodian maintains "clearing accounts" or by the investments in which the IRA Custodian invests in such clearing accounts. Float income may arise from interest that is earned on Secure Choice Account contributions or distributions during the time that these assets are held by the IRA Custodian in clearing accounts but are not invested in an Investment Option. For example, if you request a distribution and receive the distribution check but do not cash it for several days, some interest may be earned while your funds remain in the clearing account.

These clearing accounts generally earn interest at a rate between the money market rate and that of U.S. Treasury Notes. The interest paid on each of these transactions is typically small, and it is likely to represent a minor portion of the overall compensation received by the IRA Custodian. By maintaining a Secure Choice Account, you acknowledge that float income may be retained by the IRA Custodian.

Illustration of Investment Costs

The following table illustrates the approximate cost of the Program over various periods of time, using the following assumptions:

- A $1,000 initial contribution is invested for the time periods shown.
- A 5% annually compounded rate of return on the amount invested throughout the period.
- The total funds available in the Secure Choice Account are withdrawn at the end of the period shown.
- The Annual Asset Based Fee remains the same as that shown in the ***Fee Structure Table*** above.
- The table does not consider the impact of any potential state or federal taxes on the withdrawal or the impact of any Activity-Based Fees.

This hypothetical illustration is not intended to predict or project investment performance. Past performance is no guarantee of future results. Your actual cost may be higher or lower.

HYPOTHETICAL $1,000 INVESTMENT COST CHART				
	1 Year	**3 Year**	**5 Year**	**10 Year**
Capital Preservation Fund	$21	$62	$104	$213
Target Date Retirement Funds	$20	$60	$101	$206
Conservative Fund	$19	$59	$99	$200
Growth Fund	$19	$58	$97	$198

How Your Units Are Valued. You are purchasing Units in the Investment Option, not shares of the Underlying Investment Fund. The Unit Value of each Investment Option is normally calculated as of the Close of Business each Business Day. The Unit Value of each Investment Option will differ from the Underlying Investment Fund's daily net asset value ("NAV") due to the assessment of Program fees against the assets in each Investment Option and the reinvestment into the Investment Options of any dividends and capital gains that are distributed from the Underlying Investment Funds. If securities held by an Underlying Investment Fund in your Investment Option are traded in other markets on days when the NYSE is closed, that Investment Option's value may fluctuate on days when you do not have access to it to purchase or redeem Units. If events that are expected to materially affect the value of securities traded in other markets occur between the close of those markets and the Close of Business on the NYSE, those securities may be valued at their fair value by the applicable Investment Manager.

PROGRAM RISKS

You should carefully consider the information in this section, as well as the other information in this Program Description and the other Program Documents, before making any decisions about setting up your Secure Choice Account or permitting your Employer to start making any payroll contributions. You should consult an attorney or a qualified financial professional or tax advisor regarding any legal, business, financial, or tax questions you may have. The information in this Program Description is not intended to be an investment recommendation or investment advice, nor should the contents of this Program Description be construed as legal, financial, or tax advice.

Secure Choice is an investment program, your Secure Choice Account is an investment account, and all investments, including the Investment Options, carry some degree of risk that you may lose some or all of the money that you contributed. Some Investment Options carry more risk than others. You should weigh these risks with the understanding that they could arise at any time during the life of your Secure Choice Account. A discussion of the investment risks related to each Investment Option may be found in the ***Investment Choices*** section below.

An investment in Secure Choice is not a bank deposit. Investments in your Secure Choice Account are not insured or guaranteed by the FDIC or any other government agency. Investments are not insured by the State, the Board or the Program Administrator. You should strongly consider the level of risk you wish to assume and your investment time horizon prior to selecting an Investment Option.

Principal and Returns Not Guaranteed. Neither your contributions to a Secure Choice Account nor any investment returns earned on your contributions are guaranteed. You could lose money (including your contributions) or not make any money by investing in Secure Choice. The Program, the State, the Board and the Program Administrator will not indemnify any IRA owner against losses.

Market Uncertainties and Other Events. As with all investments, the overall market value of your Secure Choice Account may exhibit volatility and could be subject to wide fluctuations resulting from a Force Majeure event. Additionally, a Force Majeure event may cause the value of your Secure Choice Account to decrease (realized or unrealized losses) regardless of our performance or any systematic investing of payroll contributions. A plan of regular investment cannot ensure a profit or protect against a loss in a declining market. You could lose all or part of your investment, depending on market conditions. There is no assurance that any Investment Option will achieve its goals. For additional information on the risks that may affect Investment Option performance, please read the ***Investment Choices*** section below.

Securities Laws. Units held by the Secure Choice Accounts are considered municipal fund securities. The Units will not be registered as securities with the Securities and Exchange Commission (SEC) or any state securities regulator. In addition, the Investment Options will not be registered as investment companies under the Investment Company Act of 1940. Neither the SEC, the Municipal Securities Rulemaking Board (MSRB), nor any state securities commission has approved or disapproved the Units or passed upon the adequacy of this Program Description.

Potential Changes to the Program. You will be given prior notice if the Board makes material changes to the Program or the Investment Options. In the event of unforeseen circumstances, notice will be given as soon as reasonable. Such changes could include, but are not limited to:

- a change in the Program's Fees;
- addition or removal of an Investment Option;
- merger or change in the Underlying Investment Funds within the Investment Options;
- the closure of an Investment Option to new participants; or
- a change in the Program Administrator or an Investment Manager.

If changes are made to the Underlying Investment Fund in an Investment Option, the assets in the Investment Option may be reinvested in a different Underlying Investment Fund. The policies, objectives, and guidelines of the Underlying Investment Funds may also change from time to time.

If the Program is terminated, you will receive written notice informing you of your options. Your choices may include: keeping your assets at the IRA Custodian (in which case the Investment Options under the Program may no longer be available and you may need to choose different investments), transferring or rolling over your Secure Choice Account to another Roth IRA with a different financial organization, or taking a distribution from your Secure Choice Account. If the Program is terminated, we encourage you to consult a qualified tax or financial professional concerning the appropriateness of each of your options.

There is no guarantee that the Investment Managers will continue to manage the Underlying Investment Funds for the Program or manage the Investment Option's assets, as applicable, or that the Program Administrator will be able to negotiate their continued services in the future.

Suitability. The Board and Program Administrator make no representation regarding the suitability or appropriateness of the Investment Options for your particular circumstances. If you are automatically enrolled into the Program and subject to the Default Contribution Elections, your Secure Choice Account will be invested in the default Investment Options under the Program, as selected by the Board. Other types of investments may be more appropriate depending upon your financial status, tax situation, risk tolerance, age, investment goals, savings needs, and other factors you determine to be important.

If you have questions about participation in the Program, you should consult your financial, legal, or tax professional based on your individual situation. There are other retirement savings vehicles available. These other options may have different features and tax advantages and other fee or expense consequences including, for example, different Investment Options or account owner control. You may wish to consider these alternatives with your tax or financial professional prior to setting up your Secure Choice Account.

Effect of Future Law Changes. It is possible that future changes in federal or state laws or court or interpretive rulings could, on a go-forward basis or retroactively, adversely affect the terms and conditions of the Program or the value of your Secure Choice Account. Additionally, the Code, Act and/or Program rules are subject to change.

Tax Considerations Generally; Income Tax on Earnings. The federal and state tax consequences associated with taking a Roth IRA distribution can be complex. Therefore, you should consult a qualified tax advisor regarding the application of tax laws to your particular circumstances. For example, any earnings you make on your contributions may be subject to federal and state income taxes if you take a nonqualified distribution. Additionally, the early distribution penalty may apply to the earnings on any nonqualified distribution. For more details, see ***CUSTODIAL ACCOUNT AGREEMENT – Article IX – 9.12 Withdrawals or Transfers*** and ***DISCLOSURE STATEMENT – Income Tax Consequences of Establishing a Roth IRA***.

General Investment Option Risks. Each Investment Option has its own investment strategy, risks and performance characteristics. In choosing the appropriate Investment Option(s) for your Secure Choice Account, you should consider your financial status, tax situation, risk tolerance, age, investment goals, savings needs, and other factors you determine to be important.

An Investment Option's risk and potential return are a function of the Investment Option's relative weightings of stock, bond, and money market investments, among other factors. Certain Investment Options carry more and/or different risks than others. In general, the greater an Investment Option's exposure to stock investments, the higher the risk will be (especially short-term volatility). The more exposure an Investment Option has to bond and money market investments, the lower its risk. There are also subcategories with various risk levels within the stock and bond categories.

The Target Indices of Certain Underlying Investment Funds May Change. Certain Underlying Investment Funds may invest to match or track the components of a market index. Such Underlying Investment Funds reserve the right to substitute a different index for the index that it currently tracks. This could happen if the current index is discontinued, if the index fund's agreement with the sponsor of its current index is terminated, or for any other reason determined in good faith by the index fund's board of trustees. In any such instance, a substitute index would measure substantially the same market segment (e.g., large-, mid-, or small- capitalization) as the current index.

Cybersecurity Risk. The Program relies significantly upon the computer systems of its service providers. Therefore, the Program could be susceptible to operational and information security risks resulting from cyber threats and cyber-attacks which may adversely affect your Secure Choice Account and cause it to lose value. For example, cyber threats and cyber-attacks may interfere with your ability to access your Secure Choice Account, make contributions or exchanges or request and receive distributions; they may also impede trading and/or impact the ability to calculate NAVs. Cybersecurity risks include security or privacy incidents, such as human error, unauthorized release, theft, misuse, corruption, and destruction of Secure Choice Account data maintained online or digitally by the Program. Cybersecurity risks also include denial of service, viruses, malware, hacking, bugs, security vulnerabilities in software, attacks on technology operations, and other disruptions that could impede the Program's ability to maintain routine operations. Although the Program's service providers undertake efforts to protect their computer systems from cyber threats and cyber-attacks, which include internal processes and technological defenses that are preventative in nature, and other controls designed to provide a multi-layered security posture, there are no guarantees that the Program or your Secure Choice Account will avoid losses due to cyber-attacks or cyber threats.

INVESTMENT CHOICES

Secure Choice offers a range of Investment Options from conservative to aggressive in an effort to meet the risk tolerance and investment objectives of most investors. You may choose one or any combination of the following four types of investment strategies:

- **Capital Preservation Fund** (also known as Secure Return Fund) – an Investment Option with the investment objective of maximizing current income, to the extent consistent with the preservation of capital and liquidity and the maintenance of a stable $1.00 per share NAV.
- **Target Date Retirement Funds** (also known as Life-Cycle Funds) – Investment Options that correspond with the year closest to when you will be 65 or plan to retire. Each Target Date Retirement Fund has a specific "target date" (e.g., 2035, 2045, 2055) and invests in an Underlying Investment Fund that is comprised of a mix of stock and bond funds. The Investment Options seek to provide for retirement outcomes based on quantitatively measured risk. The portfolios will be broadly diversified across global asset allocations becoming more conservative over time as an investor nears target retirement age.
- **Conservative Fund** – an Investment Option with the investment objective of tracking as closely as possible, before fees and expenses, the total return of an index composed of the total U.S. investment grade bond market.
- **Growth Fund** – an Investment Option with the investment objective of tracking the total return of the S&P 500® Index.

Each Investment Option invests your contributions in a single Underlying Investment Fund. You are purchasing Units in the Investment Option, not shares of the Underlying Investment Fund. Below is a chart of all the Investment Options and the corresponding Underlying Investment Funds.

Investment Option	Underlying Investment Fund (Ticker)
90 Day Holding Vehicle*	State Street Institutional U.S. Government Money Market Fund – Cabrera Capital Markets Class (CAHXX)
Capital Preservation Fund	State Street Institutional U.S. Government Money Market Fund – Cabrera Capital Markets Class (CAHXX)
Target Date Retirement Fund	BlackRock LifePath® Index Retirement Fund (LIRKX)
Target Date Retirement Fund 2025	BlackRock LifePath® Index Retirement Fund (LIRKX)
Target Date Retirement Fund 2030	BlackRock LifePath® Index 2030 Fund (LINKX)
Target Date Retirement Fund 2035	BlackRock LifePath® Index 2035 Fund (LIJKX)
Target Date Retirement Fund 2040	BlackRock LifePath® Index 2040 Fund (LIKKX)
Target Date Retirement Fund 2045	BlackRock LifePath® Index 2045 Fund (LIHKX)
Target Date Retirement Fund 2050	BlackRock LifePath® Index 2050 Fund (LIPKX)
Target Date Retirement Fund 2055	BlackRock LifePath® Index 2055 Fund (LIVKX)
Target Date Retirement Fund 2060	BlackRock LifePath® Index 2060 Fund (LIZKX)
Target Date Retirement Fund 2065	BlackRock LifePath® Index 2065 Fund (LIWKX)
Target Date Retirement Fund 2070	BlackRock LifePath® Index 2065 Fund (LIWKX)
Conservative Fund	Schwab® U.S. Aggregate Bond Index Fund (SWAGX)
Growth Fund	Schwab® S&P 500 Index Fund (SWPPX)

* The 90 Day Holding Vehicle is not a stand-alone Investment Option. The 90 Day Holding Vehicle is an administrative vehicle that seeks to preserve the value of Employee contributions into a Secure Choice Account for the length of the Account Revocation Period.

Default Contribution Election – Applicable Only if Enrolling Through a Participating Employer

As part of the Default Contribution Elections, contributions will be initially invested in a 90 Day Holding Vehicle for the length of the Account Revocation Period. The 90 Day Holding Vehicle seeks to help investors preserve the value of their savings by investing in obligations issued or guaranteed as to principal and/or interest, as applicable, by the U.S. government or its agencies and instrumentalities. After the Account Revocation Period, if you have not selected Alternate Contribution Elections, contributions and earnings will automatically move into the Default Investment Option, which is the Target Date Retirement Fund corresponding to your date of birth. The 90 Day Holding Vehicle is not a stand-alone Investment Option available for participant election under the Program.

Descriptions of Underlying Investment Funds

The following descriptions highlight the investment objective, strategy, and principal risks of each Underlying Investment Fund. Because each Investment Option invests 100% in a single Underlying Investment Fund, the Investment Option has the same investment objective, strategy and principal risks as its Underlying Investment Fund. The descriptions reference only the principal risks of the Underlying Investment Funds; however, the current prospectus and statement of additional information ("SAI") of each Underlying Investment Fund identify additional risks that are not discussed below and contain information not summarized in this Program Description. The information below is qualified in all instances by reference to each Underlying Investment Fund's prospectus and SAI. You may wish to speak to a financial professional to understand the specific risks associated with each Underlying Investment Fund. You can request a copy of the current prospectus, the SAI, or the most recent semiannual or annual report by contacting the applicable Underlying Investment Fund as follows:

Underlying Investment Fund (Ticker)	Website	Phone
State Street Institutional U.S. Government Money Market Fund – Cabrera Capital Markets Class (CAHXX)	https://www.ssga.com	(877) 521-4083

BlackRock LifePath® Index Funds (LIRKX, LINKX, LIJKX, LIKKX, LIHKX, LIPKX, LIVKX, LIZKX, LIWKX)	https://www.blackrock.com	(800) 882-0052
Schwab® U.S. Aggregate Bond Index Fund (SWAGX); Schwab® S&P 500 Index Fund (SWPPX)	https://www.schwabassetmanagement.com	(800) 435-4000

State Street Institutional U.S. Government Money Market Fund – Cabrera Capital Markets Class (CAHXX)

Investment Objective. The investment objective of State Street Institutional U.S. Government Money Market Fund ("U.S. Government Fund" or "Fund") is to seek to maximize current income, to the extent consistent with the preservation of capital and liquidity and the maintenance of a stable $1.00 per share NAV.

Investment Strategies. The U.S. Government Fund is a government money market fund and invests only in obligations issued or guaranteed as to principal and/or interest, as applicable, by the U.S. government or its agencies and instrumentalities, as well as repurchase agreements secured by such instruments. The Fund may hold a portion of its assets in cash pending investment, to satisfy redemption requests or to meet the Fund's other cash management needs.

The Fund follows a disciplined investment process that attempts to provide stability of principal, liquidity and current income, by investing in U.S. government securities. Among other things, SSGA Funds Management, Inc. ("SSGA FM" or the "Adviser"), the investment adviser to the Fund, conducts its own credit analyses of potential investments and portfolio holdings, and relies substantially on a dedicated short-term credit research team. The Fund invests in accordance with regulatory requirements applicable to money market funds. Regulations require, among other things, a money market fund to invest only in short-term, high quality debt obligations (generally, securities that have remaining maturities of 397 calendar days or less, with the exception of certain floating rate securities that may have final maturities longer than 397 days but use maturity shortening provisions to meet the 397 day requirement, and that the Fund believes present minimal credit risk), to maintain a maximum dollar-weighted average maturity and dollar-weighted average life of sixty (60) days or less and 120 days or less, respectively, and to meet requirements as to portfolio diversification and liquidity. All securities held by the Fund are U.S. dollar-denominated, and they may have fixed, variable or floating interest rates.

The Fund attempts to meet its investment objective by investing in:

- Obligations issued or guaranteed as to principal and/or interest, as applicable, by the U.S. government or its agencies and instrumentalities, such as U.S. Treasury securities and securities issued by the Government National Mortgage Association ("GNMA"), which are backed by the full faith and credit of the United States;
- Obligations issued or guaranteed by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and U.S. government-sponsored entities such as the Federal Home Loan Bank, and the Federal Farm Credit Banks Funding Corporation, which are not backed by the full faith and credit of the United States; and
- Repurchase agreements collateralized by U.S. government securities.

The Fund seeks to achieve its investment objective by investing substantially all of its investable assets in the U.S. Government Portfolio, which has substantially identical investment policies to the Fund. When the Fund invests in this "master-feeder" structure, the Fund's only investments are shares of the Portfolio, and it participates in the investment returns achieved by the Portfolio. Descriptions in this section of the investment activities of the "Fund" also generally describe the expected investment activities of the Portfolio.

Principal Risks. The Fund is subject to the following risks. You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. **An investment in the Fund is subject to investment risks, including possible loss of principal, is not a deposit in a bank and is not insured or guaranteed by the FDIC or any other government agency.** The Fund's sponsor is not required to reimburse the Fund for losses, and you should not expect that the sponsor will provide financial support to the Fund at any time, including during periods of market stress.

In addition, the Money Market Fund is subject to the following risks: **Counterparty Risk, Debt Securities Risk, Income Risk, Interest Rate Risk, Large Shareholder Risk, Low Short-Term Interest Rates, Market Risk, Master/Feeder Structure Risk, Money Market Risk, Mortgage-Related and Other Asset-Backed Securities Risk, Rapid Changes in Interest Rates Risk, Repurchase Agreement Risk, Significant Exposure to U.S. Government Agencies or Instrumentalities Risk, Stable Share Price Risk, U.S. Government Securities Risk, U.S. Treasury Obligations Risk, and Variable and Floating Rate Securities Risk**. These risks are discussed in the prospectus and SAI of the Underlying Investment Fund.

BlackRock LifePath® Index Retirement to 2065 Funds (LIRKX, LINKX, LIJKX, LIKKX, LIHKX, LIPKX, LIVKX, LIZKX, LIWKX)

Investment Objective. The investment objective is consistent across each of the following, BlackRock LifePath® Index Fund Retirement Fund (the "LifePath Index Retirement Fund"), BlackRock LifePath® Index 2030 Fund (the "LifePath Index 2030 Fund"), BlackRock LifePath® Index 2035 Fund (the "LifePath Index 2035 Fund"), BlackRock LifePath® Index 2040 Fund (the "LifePath Index 2040 Fund"), BlackRock LifePath® Index 2045 Fund (the "LifePath Index 2045 Fund"), BlackRock LifePath® Index 2050 Fund (the "LifePath Index 2050 Fund"), BlackRock LifePath® Index 2055 Fund (the "LifePath Index 2055 Fund"), BlackRock LifePath® Index 2060 Fund (the "LifePath Index 2060 Fund") and BlackRock LifePath® Index 2065 Fund (the "LifePath Index 2065 Fund") (each, a "Fund"), each a series of BlackRock Funds III, is to seek to provide for retirement outcomes based on quantitatively measured risk. In pursuit of this objective, each Fund will be broadly diversified across global asset classes, with asset allocations becoming more conservative over time.

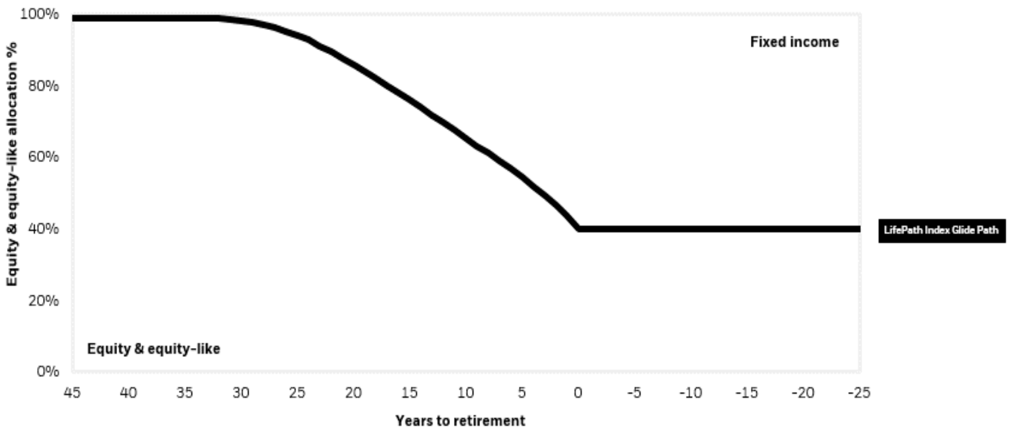
Principal Investment Strategies. Each Fund seeks to provide for retirement outcomes based on quantitatively measured risk. BlackRock employs a multi-dimensional approach to assess risk for each Fund and to determine each Fund's allocation across asset classes. As part of this multi-dimensional approach, BFA aims to quantify risk using proprietary risk measurement tools that, among other things, analyze historical and forward-looking securities market data, including risk, asset class correlations, and expected returns. Under normal circumstances, each Fund intends to invest primarily in affiliated open-end index funds and affiliated exchange-traded funds ("ETFs").

Each Fund employs a "passive" management approach, attempting to invest in a portfolio of assets whose performance is expected to track the performance of the Fund's respective custom benchmark index.

Certain Underlying Investment Funds may invest in real estate investment trusts ("REITs"), foreign securities, emerging market securities, below investment-grade bonds and derivative securities or instruments, such as options and futures, the value of which is derived from another security, a currency or an index, when seeking to match the performance of a particular market index. Each Fund and certain Underlying Investment Funds may also lend securities with a value up to 33⅓% of their respective total assets to financial institutions that provide cash or securities issued or guaranteed by the U.S. Government as collateral.

Under normal circumstances, the asset allocation will change over time according to a predetermined "glide path" as each Fund approaches its target date. The glide path below represents the shifting of asset classes over time. As the glide path shows, each Fund's asset allocations become more conservative — prior to retirement — as time elapses. This reflects the need for reduced investment risks as retirement approaches and the need for lower volatility of the Fund, which may be a primary source of income after retirement.

Each Fund is one of a group of funds referred to as the "LifePath Index Funds," each of which seeks to provide for retirement outcomes based on quantitatively measured risk that investors on average may be willing to accept given a particular time horizon. The following chart illustrates the glide path — the target allocation among asset classes as the LifePath Index Funds approach their target dates.



Each Fund will invest, under normal circumstances, its assets among asset classes according to the target asset allocations in the table below. Each Fund is designed for investors expecting to retire or to begin withdrawing assets around each Funds respective target retirement year.

Name of Fund	Years Until Retirement	Equity Index Funds (includes REITs)	Fixed-Income Index Funds
BlackRock LifePath® Index 2065 Fund	41	99%	1%
BlackRock LifePath® Index 2060 Fund	36	99%	1%
BlackRock LifePath® Index 2055 Fund	31	99%	1%
BlackRock LifePath® Index 2050 Fund	26	95%	5%
BlackRock LifePath® Index 2045 Fund	21	88%	12%
BlackRock LifePath® Index 2040 Fund	16	78%	22%
BlackRock LifePath® Index 2035 Fund	11	68%	32%
BlackRock LifePath® Index 2030 Fund	6	57%	43%
BlackRock LifePath® Index Retirement Fund	0	40%	60%

The asset allocation targets are established by the portfolio managers. The investment team, including the portfolio managers, meets regularly to assess market conditions, review the asset allocation targets of each Fund, and determine whether any changes are required to enable the Fund to achieve its investment objective. Although the asset allocation targets listed for the glide path are general, long-term targets, BlackRock may periodically adjust the proportion of equity index funds and fixed-income index funds in a Fund, based on an assessment of the current market conditions, the potential contribution of each asset class to the expected risk and return characteristics of the Fund, reallocations of Fund composition to reflect intra-year movement along the glide path and other factors. In general, such adjustments will be limited; however, BlackRock may determine that a greater degree of variation is warranted to protect a Fund or achieve its investment objective. BlackRock's second step in the structuring of a Fund is the selection of the Underlying Investment Funds. Factors such as fund classifications, historical risk and performance, and the relationship to other Underlying Investment Funds in the Fund are considered when selecting Underlying Investment Funds. The specific Underlying Investment Funds selected for a Fund are determined at BlackRock's discretion and may change as deemed appropriate to allow the Fund to meet its investment objective. See the "Details About the Funds — Information About the Underlying Investment Funds" section of the prospectus for a list of the Underlying Investment Funds, their classification into equity, fixed income or money market funds and a brief description of their investment objectives and primary investment strategies. Within the prescribed percentage allocations to equity and fixed-income index funds, BlackRock seeks to diversify each Fund. The allocation to Underlying Investment Funds that track equity indexes may be further diversified by style (including both value and growth), market capitalization (including large cap, mid cap, small cap and emerging growth), region (including domestic and international (including emerging markets)) or other factors. The allocation to Underlying

Investment Funds that track fixed-income indexes may be further diversified by sector (including government, corporate, agency, and other sectors), duration (a calculation of the average life of a bond which measures its price risk), credit quality (including non-investment grade debt or junk bonds), geographic location (including U.S. and foreign-issued securities), or other factors. Though BlackRock seeks to diversify the Fund, certain Underlying Funds may concentrate their investments in specific sectors or geographic regions or countries. The percentage allocation to the various styles of equity and fixed-income Underlying Investment Funds is determined at the discretion of the investment team and can be changed to reflect the current market environment.

Principal Risks. In addition, each of the Funds are subject to the following risks: **Affiliated Fund Risk, Allocation Risk, Asset Class Risk, Authorized Participant Concentration Risk, Concentration Risk, Currency Risk, Debt Securities Risk, Depositary Receipts Risk, Derivatives Risk, Emerging Markets Risk, Equity Securities Risk, Foreign Securities Risk, Geographic Risk, Income Risk, Index-Related Risk, Investments in Underlying Funds Risk, Issuer Risk, Management Risk, Market Risk and Selection Risk, Money Market Securities Risk, Mortgage- and Asset-Backed Securities Risks, National Closed Market Trading Risk, Passive Investment Risk, Preferred Securities Risk, Real Estate Related Securities Risk, REIT Investment Risk, Representative Sampling Risk, Retirement Income Risk, Shares of an ETF May Trade at Prices Other Than Net Asset Value, Small and Mid-Capitalization Company Risk, Structured Products Risk, Tracking Error Risk, Treasury Obligations Risk, U.S. Government Issuer Risk,** and **Valuation Risk**. These risks are discussed in the prospectus and SAI of the Underlying Investment Fund.

Schwab® U.S. Aggregate Bond Index Fund (SWAGX)

Investment Objective. The Fund's goal is to track as closely as possible, before fees and expenses, the total return of an index that measures the performance of the broad U.S. investment-grade bond market.

Principal Investment Strategies. To pursue its goal, the Fund generally invests in securities that are included in the Bloomberg US Aggregate Bond Index. The index is a broad-based benchmark measuring the performance of the U.S. investment grade, taxable bond market, including U.S. Treasuries, government-related and corporate bonds, mortgage pass-through securities, commercial mortgage-backed securities, and asset-backed securities that are publicly available for sale in the United States. To be eligible for inclusion in the index, a security must be fixed rate, non-convertible, U.S. dollar-denominated and have one or more years remaining to maturity. The index excludes certain types of securities, including, bonds with equity type features (e.g., warrants, convertibles and preferreds), tax-exempt municipal securities, inflation-linked bonds, floating-rate issues, strips, private placements, U.S. dollar-denominated 25 and 50 par retail bonds, structured notes and pass-through certificates. The index is market capitalization weighted and the securities in the index are updated on the last business day of each month. As of August 31, 2023, there were approximately 13,371 securities in the index.

It is the Fund's policy that under normal circumstances it will invest at least 90% of its net assets (including, for this purpose, any borrowings for investment purposes) in securities included in the index, including TBA transactions, as defined below. The Fund will notify its shareholders at least 60 days before changing this policy. Under normal circumstances, the Fund may invest up to 10% of its net assets in securities not included in its index. The principal types of these investments include those that the investment adviser believes will help the Fund track the index, such as investments in (a) securities that are not represented in the index but the investment adviser anticipates will be added to the index; (b) high-quality liquid investments, such as securities issued by the U.S. government, its agencies or instrumentalities, including obligations that are not guaranteed by the U.S. Treasury, and obligations that are issued by private issuers; (c) other investment companies; and (d) derivatives, principally futures contracts. The Fund may use futures contracts and other derivatives primarily to help manage interest rate exposure. The Fund may also invest in cash and cash equivalents, including money market funds, and lend its securities to minimize the difference in performance that naturally exists between an index fund and its corresponding index.

Because it is not possible or practical to purchase all of the securities in the index, the Fund's investment adviser will seek to track the total return of the index by using sampling techniques. Sampling techniques involve investing in a limited number of index securities that, when taken together, are expected to perform similarly to the index as a whole. These techniques are based on a variety of factors, including interest rate and yield curve risk, maturity exposures, industry, sector and issuer weights, credit quality, and other risk factors and characteristics. The Fund expects that its portfolio will hold less than the total number of securities in the index, but reserves the right to hold as many securities as it believes necessary to achieve the Fund's investment objective. The Fund may sell securities that are represented in the index in anticipation of their removal from the index. The Fund generally expects that its duration will closely correspond to the duration of the index, which as of August 31, 2023, was approximately 6.17 years.

As of August 31, 2023, approximately 26.85% of the bonds represented in the index were U.S. fixed-rate agency mortgage pass-through securities. U.S. fixed-rate agency mortgage pass-through securities are securities issued by entities such as the Government National Mortgage Association (Ginnie Mae), the Federal National Mortgage Association (Fannie Mae), and the Federal Home Loan Mortgage Corporation (Freddie Mac) that are backed by pools of mortgages. Many transactions in fixed-rate mortgage pass-through securities occur through standardized contracts for future delivery in which the exact mortgage pools to be delivered are not specified until a few days prior to settlement, and are often referred to as "to-be-announced transactions" or "TBA transactions." In a TBA transaction, the buyer and seller agree upon general trade parameters such as agency, settlement date, par amount and price. The actual pools delivered generally are determined two days prior to settlement date; however, it is not anticipated that the Fund will receive the pools, but will instead participate in rolling TBA transactions. The Fund anticipates that it may enter into such contracts on a regular basis. This may result in a significantly higher portfolio turnover for the Fund than a typical index fund. The Fund, pending settlement of such contracts, will invest its assets in high-quality liquid short-term instruments, including Treasury securities and shares of money market mutual funds. The Fund will assume its pro rata share of the fees and expenses of any money market fund that it may invest in, in addition to the Fund's own fees and expenses.

The Fund will concentrate its investments (i.e., hold 25% or more of its total assets) in a particular industry, group of industries or sector to approximately the same extent that its index is so concentrated. For purposes of this limitation, securities of the U.S. government (including its agencies and instrumentalities), and repurchase agreements collateralized by U.S. government securities are not considered to be issued by members of any industry.

The investment adviser seeks to achieve, over time, a correlation between the Fund's performance and that of its index, before fees and expenses, of 95% or better. However, there can be no guarantee that the Fund will achieve a high degree of correlation with the index. A number of factors may affect the Fund's ability to achieve a high correlation with its index, including the degree to which the Fund uses a sampling technique (or otherwise gives a different weighting to a security than the index does). The correlation between the performance of the Fund and its index may also diverge due to transaction costs, asset valuations, timing variances, and differences between the Fund's portfolio and the index resulting from legal restrictions (such as diversification requirements) that apply to the Fund but not to the index.

Principal Risks. The fund is subject to risks, any of which could cause an investor to lose money. In addition, the Underlying Investment Fund is subject to the following risks: **Concentration Risk, Credit Risk, Derivatives Risk, Interest Rate Risk, Investment Style Risk, Leverage Risk, Liquidity Risk, Market Risk, Money Market Fund Risk, Mortgage-Backed And Mortgage Pass-Through Securities Risk, Mortgage Dollar Rolls Risk, Non-U.S. Issuer Risk, Portfolio Turnover Risk, Prepayment And Extension Risk, Sampling Index Tracking Risk, Securities Lending Risk, Tracking Error Risk.** These risks are discussed in the prospectus and SAI of the Underlying Investment Fund.

Schwab® S&P 500 Index Fund (SWPPX)

Investment Objective. The Fund's goal is to track the total return of the S&P 500® Index.

Principal Investment Strategies. To pursue its goal, the Fund generally invests in stocks that are included in the S&P 500® Index. It is the Fund's policy that under normal circumstances it will invest at least 80% of its net assets (including, for this purpose, any borrowings for investment purposes) in these stocks; typically, the actual percentage is considerably higher. The Fund will notify its shareholders at least 60 days before changing this policy.

The Fund generally will seek to replicate the performance of the index by giving the same weight to a given stock as the index does. However, when the investment adviser believes it is in the best interest of the Fund, such as to avoid purchasing odd-lots (i.e., purchasing less than the usual number of shares traded for a security), for tax considerations, or to address liquidity considerations with respect to a stock, the investment adviser may cause the Fund's weighting of a stock to be more or less than the index's weighting of the stock. The Fund may sell securities that are represented in the index in anticipation of their removal from the index, or buy securities that are not yet represented in the index in anticipation of their addition to the index.

The S&P 500® Index includes the stocks of 500 leading U.S. publicly traded companies from a broad range of industries. Standard & Poor's, the company that maintains the index, uses a variety of measures to determine which stocks are listed in the index. Each stock is represented in the index in proportion to its float-adjusted market capitalization.

The Fund may invest in derivatives, principally futures contracts, and lend its securities to minimize the gap in performance that naturally exists between any index fund and its corresponding index. This gap occurs mainly because, unlike the index, the Fund incurs expenses and must keep a small portion of its assets in cash for business operations. By using futures, the Fund potentially can offset a portion of the gap attributable to its cash holdings. In addition, any income realized through securities lending may help reduce the portion of the gap attributable to expenses.

The Fund may concentrate its investments (i.e., hold more than 25% of its total assets) in an industry or group of industries to the extent that the index the Fund is designed to track is also so concentrated.

Principal Risks. The fund is subject to risks, any of which could cause an investor to lose money. In addition, the Underlying Investment Fund is subject to the following risks: **Concentration Risk, Derivatives Risk, Equity Risk, Investment Style Risk, Large-Cap Company Risk, Liquidity Risk, Market Capitalization Risk, Market Risk, Securities Lending Risk, Tracking Error Risk.** These risks are discussed in the prospectus and SAI of the Underlying Investment Fund.

INVESTMENT PERFORMANCE

The performance of the Investment Options will differ from the performance of the Underlying Investment Funds due to the assessment of Program fees against the assets in each Investment Option and the reinvestment of dividends and capital gains into the Investment Options. Additionally, each Investment Option will have a higher expense ratio than its Underlying Investment Fund because of the Program fees that are charged to the Investment Option. However, your investment in the Investment Options through your Secure Choice Account may receive certain tax benefits, including tax-free withdrawals of earnings on certain qualified distributions. Investment Option performance may also be affected by cash flows into and out of the Investment Options from the Program; typically, the purchases of Underlying Investment Fund shares are made one Business Day after the date funds are contributed to the Program and allocated to an Investment Option. Depending on market conditions, the collective impact of these differences may cause the performance of an Investment Option to trail or exceed the returns of the Underlying Investment Fund to which the assets are allocated.

Investment Option performance information represents past performance, which is not a guarantee of future results. Investment returns and principal value will fluctuate—your Secure Choice Account may be worth more or less than the original amount of your contribution. Current performance may be lower or higher than the performance data cited.

The following table shows how the performance of the Investment Options has varied over the periods listed. The performance data includes each Investment Option's Total Annualized Asset-Based Fee but does not include the Fixed Account Fee or any Activity-Based Fees that may be associated with an investment in the Program. See ***Fees and Expenses***. For up-to-date price and performance information, go to saver.ilsecurechoice.com or call **855.650.6914**.

AVERAGE ANNUAL TOTAL RETURNS (as of September 30, 2024)					
Investment Option	**1 Year**	**3 Year**	**5 Year**	**Since Inception**	**Inception Date**
90 Day Holding Vehicle[1, 2]	4.97%	3.07%	1.93%	1.83%	7/2/2018

Capital Preservation Fund[2]	5.12%	3.21%	2.03%	1.96%	7/2/2018
Target Date Retirement Fund	18.50%	1.51%	4.54%	4.86%	7/2/2018
Target Date Retirement Fund 2025	19.15%	1.86%	5.33%	5.46%	7/2/2018
Target Date Retirement Fund 2030	21.87%	3.04%	6.70%	6.57%	7/2/2018
Target Date Retirement Fund 2035	24.37%	4.15%	8.01%	7.57%	7/2/2018
Target Date Retirement Fund 2040	26.70%	5.17%	9.17%	8.46%	7/2/2018
Target Date Retirement Fund 2045	28.85%	6.14%	10.22%	9.30%	7/2/2018
Target Date Retirement Fund 2050	30.30%	6.74%	10.81%	9.76%	7/2/2018
Target Date Retirement Fund 2055	30.77%	6.95%	10.99%	9.89%	7/2/2018
Target Date Retirement Fund 2060	30.67%	6.98%	10.97%	9.89%	7/2/2018
Target Date Retirement Fund 2065	30.73%	6.97%	11.06%	9.95%	7/2/2018
Target Date Retirement Fund 2070	30.66%	6.96%	–	10.35%	11/12/2020
Conservative Fund	11.08%	-2.00%	-0.41%	1.13%	7/2/2018
Growth Fund	35.73%	11.19%	15.19%	13.86%	7/2/2018

[1] The 90 Day Holding Vehicle is not a stand-alone Investment Option. The 90 Day Holding Vehicle is an administrative vehicle that seeks to preserve the value of Employee contributions into a Secure Choice Account for the length of the Account Revocation Period.

[2] Certain fees for the 90 Day Holding Vehicle and Capital Preservation Fund may be voluntarily reduced by the Investment Manager, in its sole discretion, in an effort to maintain a net yield of 0.00%. There is no guarantee that this agreement will be in effect at any given time or that a negative yield will be avoided.

UNDERLYING INVESTMENT FUND PERFORMANCE BENCHMARKS

Each Underlying Investment Fund evaluates its performance against the respective benchmark listed in the table below. Benchmark performance may be higher, in part, because it does not reflect the impact on performance of fees borne by the Investment Option.

Underlying Investment Fund (Ticker)	Benchmark
State Street Institutional U.S. Government Money Market Fund – Cabrera Capital Markets Class (CAHXX)	N/A
BlackRock LifePath® Index Retirement K (LIRKX)	LifePath Index Retirement Fund Custom Benchmark
BlackRock LifePath® Index 2030 K (LINKX)	LifePath Index 2030 Fund Custom Benchmark
BlackRock LifePath® Index 2035 K (LIJKX)	LifePath Index 2035 Fund Custom Benchmark
BlackRock LifePath® Index 2040 K (LIKKX)	LifePath Index 2040 Fund Custom Benchmark
BlackRock LifePath® Index 2045 K (LIHKX)	LifePath Index 2045 Fund Custom Benchmark
BlackRock LifePath® Index 2050 K (LIPKX)	LifePath Index 2050 Fund Custom Benchmark
BlackRock LifePath® Index 2055 K (LIVKX)	LifePath Index 2055 Fund Custom Benchmark
BlackRock LifePath® Index 2060 K (LIZKX)	LifePath Index 2060 Fund Custom Benchmark
BlackRock LifePath® Index 2065 K (LIWKX)	LifePath Index 2065 Fund Custom Benchmark
Schwab® U.S. Aggregate Bond Index Fund (SWAGX)	Bloomberg US Aggregate Bond Index
Schwab® S&P 500 Index Fund (SWPPX)	S&P 500® Index

PROGRAM GOVERNANCE

Board. The Board is responsible for the administration, management, and oversight of the Program. The Office of the Illinois State Treasurer provides support staff to the Board.

Program Administrator. The Program Administrator is a third-party administrator chosen by the Board to assist in carrying out the requirements of the Act. The Program Administrator provides recordkeeping and administrative services. The Program Administrator and its affiliates are responsible for day-to-day program operations, such as establishing Secure Choice Accounts, processing the IRA owner's instructions as directed, and issuing Secure Choice Account statements. The Program Administrator and its affiliate also fulfill IRS reporting requirements.

IRA Custodian. The IRA Custodian provides a cashiering function and other responsibilities under Section 408(a) and other applicable provisions of the Code.

Municipal Securities Custodian. The Bank of New York Mellon is the Program's custodian of the municipal securities (i.e., the Units). As the municipal securities custodian, the Bank of New York Mellon is responsible for maintaining the assets that are contributed to each Investment Option.

Investment Manager. The Investment Options are comprised of allocations to mutual funds managed by BlackRock, SSGA and Schwab.

GENERAL INFORMATION

Program Privacy Policy. Offering excellent service along with protecting your privacy is important to the Program. When you do business with the Program you are asked to provide us with personal information. This information is important because it helps us to effectively process your transactions and manage your account, and it helps our efforts to prevent access to personal financial information by unauthorized persons. We also gather certain information to comply with laws and regulations that govern the financial services industry. The Program Administrator provides the day-to-day administrative services of the Program, including the gathering of personal information to effectively serve our customers. We may disclose information we have collected to companies who help us maintain and service your Secure Choice Account. For example, we may share information with other companies and professionals who need information to process your account and provide other recordkeeping services. We may also disclose information to companies that perform research and marketing services, and you may receive periodic notifications of account or programmatic updates from the Program or the Office of the Illinois State Treasurer. As a Secure Choice Account owner, this policy details how we use and safeguard the information you provide to us. If you have any questions about our Program Privacy Policy, please contact us at **855.650.6913**.

The Information We Collect. We collect information about you from the following sources: (i) information provided to us by your Employer; (2) information you give us on applications or other forms; and (iii) information about your transactions with us.

Disclosure of Information. As stated above, we may disclose information collected, as described above, to companies that perform research and marketing services. The Program does not disclose the personal information of current or former Secure Choice Account owners to any other person outside the Program unless you consent, or it is permitted under the Program Documents and/or applicable federal and state laws. With your consent and if allowed by law, we will provide your personal information to the financial professional you designate.

Confidentiality and Security. We restrict access to information about you to those employees and entities who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to protect this information, and each company with whom we share information has agreed to abide by these safeguards and is strictly prohibited from disclosing or using the information for any purpose other than the purposes for which it is provided to them.

Changes to this Program Description. The information in this Program Description is believed to be accurate as of the cover date and is subject to change without notice. No one is authorized to provide information that is different from the information in the most current form of this Program Description and any subsequent amendments or notices. Third-party websites referenced in this Program Description are not operated by the Program and the Program, the Program Administrator, the Board, the Board members, and the State of Illinois are not responsible for their content. The Board may amend this Program Description from time to time to comply with changes in the law or regulations or if the Board determines that it is in the Program's best interest to do so. However, we will not retroactively modify existing terms and conditions applicable to a Secure Choice Account in a manner adverse to you, except to the extent necessary to assure compliance with applicable state and federal laws or regulations, or to preserve the favorable tax treatment for you, the Board, Office of the Illinois State Treasurer or the Program. You should retain this Program Description for your records. If material modifications are made to the Program, a revised Program Description, amendment or notice will be sent to your address of record, or you will be notified by email if you receive documents electronically. In these cases, the new amendment/notice and/or Program Description will supersede all prior versions. Please note that we periodically match and update the addresses of record against a change of address database maintained by the U.S. Postal Service to reduce the possibility that items sent First Class Mail, such as Secure Choice Account statements, will be undeliverable.

Independent Registered Public Accounting Firm. We have engaged an independent public accounting firm to audit the financial statements for the Program.

PROGRAM CONTACT INFORMATION

Phone: 855.650.6914; Monday through Friday, 8:00 a.m. to 8:00 p.m. Central Time
Online: saver.ilsecurechoice.com
Email: clientservices@ilsecurechoice.com
Regular Mail: Illinois Secure Choice P.O. Box 56000, Boston, MA 02205-6000
Overnight Delivery: Illinois Secure Choice, 95 Wells Avenue, Suite 155, Newton, MA 02459

ROTH INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

Form 5305-RA under section 408A of the Internal Revenue Code. FORM (Rev. April 2017)

The depositor named on the application is establishing a Roth individual retirement account (Roth IRA) under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

The custodian named on the application has given the depositor the disclosure statement required by Regulations section 1.408-6.

The depositor has assigned the custodial account the sum indicated on the application.

The depositor and the custodian make the following agreement:

ARTICLE I

Except in the case of a qualified rollover contribution described in section 408A(e) or a recharacterized contribution described in section 408A(d)(6), the custodian will accept only cash contributions up to $5,500 per year for 2013 through 2017. For individuals who have reached the age of 50 by the end of the year, the contribution limit is increased to $6,500 per year for tax years 2013 through 2017. For years after 2017, these limits will be increased to reflect a cost-of-living adjustment, if any.

ARTICLE II

1. The annual contribution limit described in Article I is gradually reduced to $0 for higher income levels. For a depositor who is single or treated as a single, the annual contribution is phased out between adjusted gross income (AGI) of $118,000 and $133,000; for a married depositor filing jointly, between AGI of $186,000 and $196,000; and for a married depositor filing separately, between AGI of $0 and $10,000. These phase-out ranges are for 2017. For years after 2017, the phase-out ranges, except for the $0 to $10,000 range, will be increased to reflect a cost-of-living adjustment, if any. Adjusted gross income is defined in section 408A(c)(3).
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

ARTICLE III

The depositor's interest in the balance in the custodial account is nonforfeitable.

ARTICLE IV

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

ARTICLE V

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with paragraph (a) below or, if elected or there is no designated beneficiary, in accordance with paragraph (b) below:
   (a) The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor.
   (b) The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting one from the divisor for each subsequent year.
3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

ARTICLE VI

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

ARTICLE VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

ARTICLE VIII

This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the application.

ARTICLE IX

9.01 **Definitions –** In this part of this agreement (Article IX), the words "you" and "your" mean the depositor. The words "we," "us," and "our" mean the custodian. The word "Program" means the state-sponsored IRA program under which your IRA was established. "State Administrator" means the state instrumentality responsible for developing and implementing the Program pursuant to the Program rules, "Program Description" means the document that contains the Program rules, investment information, and any applicable fees. The word "Code" means the Internal Revenue Code, and "Regulations" means the U.S. Treasury Regulations.

9.02 **Notices and Change of Address –** Any required notice regarding this Roth IRA will be considered effective when we send it to the intended recipient at the last address that we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.

9.03 **Representations and Responsibilities –** You represent and warrant to us that any information you have given or will give us with respect to this agreement is complete and accurate. You agree to notify us promptly of any material changes to the information provided. Further, you agree that any directions you give us or action you take will be proper under this agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We will not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act. We will not be responsible for any penalties, taxes, judgments, or expenses you incur in connection with your Roth IRA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings, or this agreement.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this agreement (e.g., attorney-in-fact, executor, administrator, financial advisor), but we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We will not be responsible for losses of any kind that may result from directions, actions, or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act by your authorized agent.

You are expected to regularly and promptly review all documents, statements, transaction confirmations, or any email or paper correspondence regarding your Roth IRA. Contact us immediately if you believe someone has obtained unauthorized access to your Roth IRA or if you believe there is a discrepancy between a transaction you requested and your transaction confirmation.

If you receive a confirmation that you believe contains an error or does not accurately reflect your authorized instructions—e.g., the investment direction does not reflect the appropriate investment or the withdrawal amount is inaccurate—you must promptly notify us of the error. If you do not notify us within 10 business days of delivery of the confirmation at issue, you will be considered to have approved the information in the confirmation and to have released us, our affiliates, and the State Administrator from all responsibility for matters covered by the confirmation. Moreover, any liability due to an error for which we are responsible shall be limited to an amount equal to gains due to market movement that would have resulted from the transaction during the 10-day time period in which you should have acted.

By performing services under this agreement we are acting as your agent. You acknowledge and agree that nothing in this agreement will be construed as conferring fiduciary status upon us. We will not be required to perform any additional services unless specifically agreed to under the terms and conditions of this agreement, or as required under the Code and the Regulations promulgated thereunder with respect to Roth IRAs. You understand and agree that this Roth IRA, and the Program associated with it, are not subject to the laws and requirements under the Employee Retirement Income Security Act (ERISA). You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs, and expenses, including attorney's fees arising from or in connection with this agreement.

Limitation on Damages. You agree that our entire liability and your exclusive remedy in any cause of action based on contract, tort or otherwise in connection with any services rendered pursuant to this agreement or otherwise furnished by us to you shall be limited to the total fees paid by you to us, and in no event whatsoever shall we be liable for any indirect, consequential, special, punitive or incidental damages.

Time to Bring Legal Action; Two-Year Limitations Period. An action for breach of this agreement, or any obligation arising therefrom, must be commenced within two years after the cause of action has accrued.

Class Action Waiver. EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING. The court or arbitrator will have no authority to preside over a class, collective, representative or group claim/action and will have no authority to make any determination as to the enforceability of this Agreement's class/collective action waiver. Further, unless you and the Custodian agree otherwise, the court or arbitrator will have no authority to consolidate your claims with any other claims, and may not otherwise preside over any form of a class or representative proceeding.

To the extent written instructions, notices, or other communications are required under this agreement, we may accept or provide such information in any other form permitted by the Code or applicable Regulations including, but not limited to, electronic communication.

9.04 **Obligations to Safeguard Your Account –** To safeguard your Roth IRA, it is important that you keep your account information confidential, including your user name and password. We have implemented reasonable processes, procedures and internal controls to confirm that transaction requests are genuine, but these measures do not guarantee that fraudulent or unauthorized instructions received by us will be detected. Neither we nor any of our affiliates will be responsible for losses resulting from fraudulent or unauthorized instructions received by us, provided we reasonably believed the instructions were genuine.

9.05 **Disclosure of Account Information –** We or our affiliates may use agents and/or subcontractors to assist in administering your Roth IRA. We may release nonpublic personal information regarding your Roth IRA to such providers as necessary to provide the products and services made available under this agreement, and to evaluate our business operations and analyze potential product, service, or process improvements.

9.06 **Service Fees –** We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover, or termination fee) for maintaining your Roth IRA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your Roth IRA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your Roth IRA at our discretion. We reserve the right to change or charge other fees as set forth in the Program Description as amended from time to time. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this Roth IRA.

9.07 **Investment of Amounts in the Roth IRA –** You have exclusive responsibility for and control over the investment of the assets of your Roth IRA. All transactions will be subject to any and all restrictions or limitations, direct or indirect, that are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; the Program Description; and this agreement. After your death, your beneficiaries will have the right to direct the investment of your Roth IRA assets, subject to the same conditions that applied to you during your lifetime under this agreement (including, without limitation, Section 9.03 of this article). We will have no discretion to direct any investment in your Roth IRA. We assume no responsibility for rendering investment advice with respect to your Roth IRA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your Roth IRA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we will have the right to hold any uninvested amounts in cash, or cash equivalents, and we will have no responsibility to invest uninvested cash unless and until directed by you. You will select the investment for your Roth IRA assets from those investments that are offered under the Program. If you do not select investments you will be defaulted into the default investment selected under the Program.

In the event an allowable investment under the Program closes, or the allowable investments under the Program are modified, you will have 30 days to reallocate your investments to other available investments under the Program. In the absence of investment reallocation instructions from you, the balance in the closed or modified investments will be mapped over to new investment options with reasonably similar risk and return characteristics, selected by the State Administrator.

In the event the Program closes and your selected investments are no longer available, you will have 30 days to reallocate your investments to other investments offered by us. In the absence of investment reallocation instructions from you, the balance in your investments will be mapped over to new investment options with reasonably similar risk and return characteristics, selected by the State Administrator.

If we receive moneys after hours or that otherwise cannot be immediately swept into an approved interest-bearing investment, such amounts may remain uninvested in our bank accounts overnight. In that case, we may also earn float on such amounts. In addition, if we issue a check on your behalf in connection with distributions requested by you, we will debit your account the amount of the check and deposit the funds into a special disbursement account held by us. In that case, we will earn float on the amount of the check from the time we receive the funds for payment until the date the check is presented and paid.

Because the amounts held in our bank accounts overnight are invested on an omnibus basis and not segregated from other deposit funds, attributing an exact earnings or interest factor applicable to your specific IRA is not possible. What we earn on the float depends on numerous factors such as current interest rates, credit risk, the duration of a particular investment, and our current crediting rate. However, we anticipate that our earnings on float will be at a rate similar to that of short term U.S. Treasury Notes, although the rate may differ from time to time. The U.S. Treasury Note rates can be found at https://www.ascensustrust.com/resources/united-states-treasury-note-rates.

9.08 **Beneficiaries –** If you die before you receive all of the amounts in your Roth IRA, payments from your Roth IRA will be made to your beneficiaries. We have no obligation to pay to your beneficiaries until such time we are notified of your death by receiving a valid death certificate. We may require additional information or court approved documents in order to process the death claim. All death claims will be processed within a reasonable time from receiving all applicable paperwork in good order.

You may designate one or more persons or entities as beneficiary of your Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Each beneficiary designation you file with us will cancel all previous designations. The consent of your beneficiaries will not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary survives you, the contingent beneficiaries will acquire the designated share of your Roth IRA. If you do not designate a beneficiary or if all of your primary and contingent beneficiaries predecease you, your estate will be the beneficiary.

If your surviving spouse is the designated beneficiary, your spouse may elect to treat your Roth IRA as his or her own Roth IRA, and would not be subject to the required minimum distribution rules. Your surviving spouse will also be entitled to such additional beneficiary payment options as are granted under the Code or applicable Regulations.

We may allow, if permitted by state law, an original Roth IRA beneficiary (the beneficiary who is entitled to receive distributions from an inherited Roth IRA at the time of your death) to name successor beneficiaries for the inherited Roth IRA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original Roth IRA beneficiary's lifetime. Each beneficiary designation form that the original Roth IRA beneficiary files with us will cancel all previous designations. The consent of a successor beneficiary will not be required for the original Roth IRA beneficiary to revoke a successor beneficiary designation. If the original Roth IRA beneficiary does not designate a successor beneficiary, his or her estate will be the successor beneficiary. In no event will the successor beneficiary be able to extend the distribution period beyond that required for the original Roth IRA beneficiary.

9.09 **Termination of Agreement, Resignation, or Removal of Custodian –** Either party may terminate this agreement at any time by giving written notice to the other. We can resign as custodian at any time effective 30 days after we send written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your Roth IRA to another financial organization. If you do not complete a transfer of your Roth IRA within 30 days from the date we send the notice to you, we have the right to transfer your Roth IRA assets to a successor Roth IRA trustee or custodian that we choose in our sole discretion, or we may pay your Roth IRA to you in a single sum. We will not be liable for any actions or failures to act on the part of any successor trustee or custodian, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this agreement is terminated, we may charge to your Roth IRA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to one or more of the following:

- any fees, expenses, or taxes chargeable against your Roth IRA; and
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your Roth IRA.

If we are a nonbank custodian required to comply with Regulations section 1.408-2(e) and we fail to do so or we are not keeping the records, making the returns, or sending the statements as are required by forms or Regulations, the IRS may require us to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your Roth IRA to you in cash or property if the balance of your Roth IRA drops below the minimum balance required under the applicable investment or policy established.

9.10 **Successor Custodian –** If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion that includes your Roth IRA) is bought by another organization, that organization (or agency) will automatically become the trustee or custodian of your Roth IRA, but only if it is the type of organization authorized to serve as a Roth IRA trustee or custodian.

9.11 **Amendments –** We have the right to amend this agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we send the amendment, you notify us in writing that you do not consent.

9.12 **Withdrawals or Transfers –** A request for withdrawal or transfer must be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing or in any other method acceptable to us. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals will be subject to all applicable tax and other laws and regulations, including but not limited to possible early distribution penalty taxes, surrender charges, and withholding requirements.

You are not required to take a distribution from your Roth IRA at age 70½. At your death, however, your beneficiaries must begin taking distributions in accordance with Article V and section 9.08 of this article. We will make no distributions to you from your Roth IRA until you provide us with a written request for a distribution on a form provided by or acceptable to us.

9.13 **Transfers or Rollovers From Other Plans –** We can receive amounts transferred to this Roth IRA from the trustee or custodian of another Roth IRA as permitted by the Code. In addition, we can accept rollovers of eligible rollover distributions from employer-sponsored retirement plans as permitted by the Code. We reserve the right not to accept any transfer or rollover.

9.14 **Liquidation of Assets –** We have the right to liquidate assets in your Roth IRA if necessary to make distributions or to pay fees, expenses, taxes, penalties, or surrender charges properly chargeable against your Roth IRA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree to not hold us liable for any adverse consequences that result from our decision.

9.15 **Restrictions on the Fund –** Neither you nor any beneficiary may sell, transfer, or pledge any interest in your Roth IRA in any manner whatsoever, except as provided by law or this agreement.

The assets in your Roth IRA will not be responsible for the debts, contracts, or torts of any person entitled to distributions under this agreement.

9.16 **What Law Applies –** This agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this agreement, the law of our domicile will govern.

If any part of this agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this agreement will be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

9.17 **Contributions Under the Program –** Roth IRA contributions under the Program will be reported as contributions for the year containing the pay date in which they were deducted.

GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code unless otherwise noted.

PURPOSE OF FORM

Form 5305-RA is a model custodial account agreement that meets the requirements of section 408A. However, only Articles I through VIII have been reviewed by the IRS. A Roth individual retirement account (Roth IRA) is established after the form is fully executed by both the individual (depositor) and the custodian. This account must be created in the United States for the exclusive benefit of the depositor and his or her beneficiaries.

Do not file Form 5305-RA with the IRS. Instead, keep it with your records.

Unlike contributions to Traditional individual retirement arrangements, contributions to a Roth IRA are not deductible from the depositor's gross income; and distributions after five years that are made when the depositor is 59½ years of age or older or on account of death, disability, or the purchase of a home by a first-time homebuyer (limited to $10,000), are not includible in gross income. For more information on Roth IRAs, including the required disclosures the custodian must give the depositor, see Pub. 590-A, *Contributions to Individual Retirement Arrangements (IRAs),* and Pub. 590-B, *Distributions from Individual Retirement Arrangements (IRAs).*

DEFINITIONS

Custodian – The custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian.

Depositor – The depositor is the person who establishes the custodial account.

SPECIFIC INSTRUCTIONS

Article I – The depositor may be subject to a six percent tax on excess contributions if (1) contributions to other individual retirement arrangements of the depositor have been made for the same tax year, (2) the depositor's adjusted gross income exceeds the applicable limits in Article II for the tax year, or (3) the depositor's and spouse's compensation is less than the amount contributed by or on behalf of them for the tax year.

Article V – This article describes how distributions will be made from the Roth IRA after the depositor's death. Elections made pursuant to this article should be reviewed periodically to ensure they correspond to the depositor's intent. Under paragraph three of Article V, the depositor's spouse is treated as the owner of the Roth IRA upon the death of the depositor, rather than as the beneficiary. If the spouse is to be treated as the beneficiary and not the owner, an overriding provision should be added to Article IX.

Article IX – Article IX and any that follow it may incorporate additional provisions that are agreed to by the depositor and custodian to complete the agreement. They may include, for example, definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian's fees, state law requirements, beginning date of distributions, accepting only cash, treatment of excess contributions, prohibited transactions with the depositor, etc. Attach additional pages if necessary.

DISCLOSURE STATEMENT

RIGHT TO REVOKE YOUR ROTH IRA

You have the right to revoke your Roth IRA during the account revocation period. The account revocation period is the period of time starting from the date your Roth IRA is established and you receive your disclosure statement and ending on the earlier of (i) 90 days after your first contribution into your account or (ii) after close of business on the day that you make an alternate contribution election; provided, however, the account revocation period shall last a minimum of seven days from the date your Roth IRA is established and you receive your disclosure statement regardless of your contribution elections. If revoked, you are entitled to a full return of the contribution you made to your Roth IRA. The amount returned to you would not include an adjustment for such items as sales commissions, administrative expenses, or fluctuation in market value. You may make this revocation by mailing or delivering a written notice to the custodian at the address listed on the Application, or by contacting us at the number listed on the Application.

If you send your notice by first class mail, your revocation will be deemed mailed as of the postmark date.

If you have any questions about the procedure for revoking your Roth IRA, please call the custodian at the telephone number listed on the Application.

REQUIREMENTS OF A ROTH IRA

A. **Cash Contributions –** Your contribution must be in cash, unless it is a rollover or conversion contribution.

B. **Maximum Contribution –** The total amount you may contribute to a Roth IRA for any taxable year cannot exceed the lesser of 100 percent of your compensation or $7,000 (for 2024 and 2025), with possible cost-of-living adjustments each year thereafter. If you also maintain a Traditional IRA (i.e., an IRA subject to the limits of Internal Revenue Code Sections (IRC Secs.) 408(a) or 408(b)), the maximum contribution to your Roth IRAs is reduced by any contributions you make to your Traditional IRAs. Your total annual contribution to all Roth IRAs and Traditional IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your compensation.

   Your Roth IRA contribution is further limited if your modified adjusted gross income (MAGI) equals or exceeds $230,000 (for 2024) or $236,000 (for 2025) if you are a married individual filing a joint income tax return, or equals or exceeds $146,000 (for 2024) or $150,000 (for 2025) if you are a single individual. Married individuals filing a joint income tax return with MAGI equaling or exceeding $240,000 (for 2024) or $246,000 (for 2025) may not fund a Roth IRA. Single individuals with MAGI equaling or exceeding $161,000 (for 2024) or $165,000 (for 2025) may not fund a Roth IRA. Married individuals filing a separate income tax return with

MAGI equaling or exceeding $10,000 may not fund a Roth IRA. The MAGI limits described above are subject to cost-of-living increases for tax years beginning after 2025.

If you are married filing a joint income tax return and your MAGI is between the applicable MAGI phase-out range for the year, your maximum Roth IRA contribution is determined as follows. (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. For example, if you are age 30 with MAGI of $241,000, your maximum Roth IRA contribution for 2025 is $3,500 ([$246,000 minus$241,000] divided by $10,000 and multiplied by $7,000).

If you are single and your MAGI is between the applicable MAGI phase-out for the year, your maximum Roth IRA contribution is determined as follows. (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable contribution for the applicable year, including catch-up contributions if you are age 50 or older. For example, if you are age 30 with MAGI of $153,000, your maximum Roth IRA contribution for 2025 is $5,600 ([$165,000 minus $153,000] divided by $15,000 and multiplied by $7,000).

C. **Contribution Eligibility –** You are eligible to make a regular contribution to your Roth IRA, regardless of your age, if you have compensation for the taxable year for which the contribution is made and your MAGI is below the maximum threshold. Your Roth IRA contribution is not limited by your participation in an employer-sponsored retirement plan, other than a Traditional IRA.

D. **Catch-Up Contributions –** If you are age 50 or older by the close of the taxable year, you may make an additional contribution to your Roth IRA. The maximum additional contribution is $1,000 per year. This amount is subject to possible cost-of-living adjustments each year beginning in tax year 2025.

E. **Nonforfeitability –** Your interest in your Roth IRA is nonforfeitable.

F. **Eligible Custodians –** The custodian of your Roth IRA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.

G. **Commingling Assets –** The assets of your Roth IRA cannot be commingled with other property except in a common trust fund or common investment fund.

H. **Life Insurance –** No portion of your Roth IRA may be invested in life insurance contracts.

I. **Collectibles –** You may not invest the assets of your Roth IRA in collectibles (within the meaning of IRC Sec. 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins, and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum, or palladium bullion (as described in IRC Sec. 408(m)(3)) are also permitted as Roth IRA investments.

J. **Beneficiary Distributions –** Upon your death, your beneficiaries are required to take distributions according to IRC Sec. 401(a)(9) and Treasury Regulation 1.408-8. These requirements are described below.

1. **Death of Roth IRA Owner Before January 1, 2020 –** Your designated beneficiary is determined based on the beneficiaries designated as of the date of your death, who remain your beneficiaries as of September 30 of the year following the year of your death. The entire amount remaining in your account will, at the election of your designated beneficiaries, either

(a) be distributed by December 31 of the year containing the fifth anniversary of your death, or

(b) be distributed over the remaining life expectancy of your designated beneficiaries.

If your spouse is your sole designated beneficiary, he or she must elect either option (a) or (b) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year life expectancy payments would be required to begin. Your designated beneficiaries, other than a spouse who is the sole designated beneficiary, must elect either option (a) or (b) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (b). In the case of distributions under option (b), distributions must commence by December 31 of the year following the year of your death. Generally, if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained required minimum distribution (RMD) age (as described below), if later. If a beneficiary other than a person or qualified trust as defined in the Treasury Regulations is named, you will be treated as having no designated beneficiary of your Roth IRA for purposes of determining the distribution period. If there is no designated beneficiary of your Roth IRA, the entire Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

Applicable Age for RMDs – The applicable age for RMDs is age 70½ if you were born before July 1, 1949; age 72 if you were born on or after July 1, 1949, but before January 1, 1951; age 73 if you were born on or after January 1, 1951, but before January 1, 1960; and age 75 if you were born on or after January 1, 1960.

2. **Death of Roth IRA Owner On or After January 1, 2020 –** Upon your death, your Roth IRA will be paid to your beneficiary. The beneficiary's options for payment will differ depending on whether the beneficiary is an eligible designated beneficiary, a designated beneficiary, or a nonperson beneficiary. The options described below assume that separate accounting for the inherited Roth IRA is established by December 31 of the year following the year of your death. If separate accounting is not established by this date, your beneficiaries' options may be further limited, and payments may be accelerated. Beneficiaries should consult with their tax professional or attorney for a determination of their distribution options and payment calculations.

Designated Beneficiary. A designated beneficiary is an individual who is a beneficiary specified under the Roth IRA. Certain see-through trusts may also qualify as a designated beneficiary under the Roth IRA for purposes of determining available payment options and distribution calculations. For purposes of determining the RMD due after your death, a designated beneficiary is determined based on the beneficiaries designated as of the date of your death, who remain your beneficiaries as of September 30 of the year following the year of your death.

Eligible Designated Beneficiary. An eligible designated beneficiary is any designated beneficiary who, as of the date of your death, is one of the following:

- your surviving spouse,
- your child who has not reached age 21,
- a disabled individual (a physician must determine that the impairment can be expected to result in death or to be of long, continued, and indefinite duration),
- an individual who is not more than 10 years younger than you, or

- a chronically ill individual (the individual must have been certified by a licensed health care practitioner that, as of the date of the certification, the individual is someone who
  1. is unable to perform (without substantial assistance from another individual) at least two activities of daily living for an indefinite period that is reasonably expected to be lengthy in nature due to a loss of functional capacity,
  2. has a level of disability similar to the level of disability described above requiring assistance with daily living based on a loss of functional capacity, or
  3. requires substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment).

(a) Payment Options for Beneficiaries.

Designated Beneficiary. The entire amount remaining in your account will generally be distributed by December 31 of the year containing the tenth anniversary of your death unless you have an eligible designated beneficiary, or you have no designated beneficiary for purposes of determining a distribution period. This 10-year rule is not subject to an annual distribution requirement.

Eligible Designated Beneficiary. If your beneficiary is an eligible designated beneficiary, the beneficiary may choose to distribute the entire amount remaining in your account by using either the:

(i) 10-year rule: This option requires a total distribution of the entire account by December 31 of the year containing the tenth anniversary of your death. No annual payment is required under this option.

(ii) Life expectancy payment option: Annual payments taken over the remaining life expectancy of the eligible designated beneficiary.

If your spouse is your sole eligible designated beneficiary, he or she must elect either the 10-year rule or life expectancy payments by the earlier of December 31 of the year containing the tenth anniversary of your death, or December 31 of the year you would have attained the applicable age for RMDs. If no election is made, distributions will be made in accordance with the life expectancy payment option. All other eligible designated beneficiaries must elect either the 10-year rule or life expectancy payment option by December 31 of the year following the year of your death. If no election is made by an eligible designated beneficiary, payments will be made using the life expectancy payment option. A nonspouse eligible designated beneficiary's remaining life expectancy is determined by using the beneficiary's age in the year following the year of your death to determine the factor from the IRS Single Life Expectancy table, reducing it by one in each subsequent year. A spouse beneficiary's remaining life expectancy is determined using the spouse beneficiary's age and the Uniform Lifetime Table each year, as permitted under the Treasury Regulations.

Note that certain trust beneficiaries (e.g., certain trusts for disabled and chronically ill individuals, and certain see-through trusts) may take a distribution of the amount remaining in your account over the remaining life expectancy of the designated beneficiary of the trust. The trustee of the trust is responsible for determining whether the trust is a see-through trust, the trust beneficiary's options, and the minimum payment required for the year. No trust paperwork is required to be provided to the Roth IRA trustee or custodian.

Generally, life expectancy distributions to an eligible designated beneficiary must commence by December 31 of the year following the year of your death. However, if your spouse is the eligible designated beneficiary, distributions need not commence until December 31 of the year you would have attained the applicable age for RMDs (as described in the Applicable Age for RMDs section above), if later. If your eligible designated beneficiary is your minor child, life expectancy payments must begin by December 31 of the year following the year of your death and continue until the child reaches the age of majority (age 21). Once the age of majority is reached, the beneficiary will have 10 years to deplete the account with annual payments continuing each year.

No Designated Beneficiary. If a beneficiary other than a person (e.g., your estate, a charity, or a trust that is not a see-through trust) is named, you will be treated as having no designated beneficiary of your Roth IRA for purposes of determining the distribution period. If there is no designated beneficiary of your Roth IRA, the entire Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

Hypothetical RMD. If your spouse beneficiary is using the ten-year rule and, before the tenth year, chooses to treat the Roth IRA as his or her own or roll over the Roth IRA to his or her own Roth IRA, a hypothetical RMD may need to be calculated and distributed. This amount is not eligible to roll over or be treated as the spouse's own Roth IRA. If, in the year the spouse is treating the Roth IRA as his or her own or rolling over to his or her own Roth IRA, the spouse beneficiary will attain the applicable age for RMDs or older, the spouse beneficiary must calculate and distribute a hypothetical RMD amount that would have been required had the life expectancy payment option applied instead of the ten-year option. This RMD amount must be calculated and distributed for each year, beginning with the later of the year the Roth IRA owner or the spouse beneficiary would have attained the applicable age for RMDs and for each year until the year the transaction moving the Roth IRA to the spouse beneficiary's own Roth IRA occurs. The amount is calculated using the spouse beneficiary's life expectancy in those years determined using the Uniform Lifetime Table. For additional information on hypothetical RMD requirements, you may wish to obtain IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs), from the IRS or refer to the IRS website at www.irs.gov.

(b) **Special Rules for Spouse Beneficiaries.** A spouse who is the sole eligible designated beneficiary of your entire Roth IRA will be deemed to elect to treat your Roth IRA as his or her own by either (1) transferring it to a Roth IRA in the spouse beneficiary's name, (2) making contributions to your Roth IRA or (3) failing to timely remove an RMD from your Roth IRA. Regardless of whether the spouse is the sole eligible designated beneficiary of your Roth IRA, a spouse beneficiary may roll over his or her share of the assets to his or her own Roth IRA.

If we so choose, for any reason (e.g., due to limitations of our charter or bylaws), we may require that a beneficiary of a deceased Roth IRA owner take total distribution of all Roth IRA assets by December 31 of the year following the year of death.

K. **Missed RMD –** If your beneficiary fails to remove an RMD after your death, an excess accumulation penalty tax of 25 percent is imposed on the amount of the RMD that should have been taken but was not. If the failure to take an RMD is corrected in a timely manner, the penalty tax is reduced to 10 percent. Your beneficiary must file IRS Form 5329 along with the income tax return to report and remit any additional taxes to the IRS.

The correction window for the reduced penalty begins on the date the penalty tax is imposed and ends (1) the date a notice of deficiency regarding the tax is mailed, (2) the date the tax is assessed, or (3) the last day of the second taxable year beginning after the year in which the tax is imposed, whichever is earlier.

L. **Waiver of 2020 RMD –** Life expectancy payments for beneficiaries were waived for calendar year 2020. In addition, if the five-year rule applies to a Roth IRA with respect to any decedent, the five-year period is determined without regard to calendar year 2020 because of this waiver. For example, if a Roth IRA owner died in 2019, the beneficiary's five-year period ends in 2025 instead of 2024.

INCOME TAX CONSEQUENCES OF ESTABLISHING A ROTH IRA

A. **Contributions Not Deducted –** No deduction is allowed for Roth IRA contributions, including transfers, rollovers, and conversion contributions.

B. **Contribution Deadline –** The deadline for making a Roth IRA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar-year taxpayer and you make your Roth IRA contribution on or before your tax filing deadline, your contribution is considered to have been made for the previous tax year if you designate it as such.

If you are a member of the Armed Forces serving in a combat zone, hazardous duty area, or contingency operation, you may have an extended contribution deadline of 180 days after the last day served in the area. In addition, your contribution deadline for a particular tax year is also extended by the number of days that remained to file that year's tax return as of the date you entered the combat zone. This additional extension to make your Roth IRA contribution cannot exceed the number of days between January 1 and your tax filing deadline, not including extensions.

C. **Tax Credit for Contributions –** You may be eligible to receive a tax credit for your Roth IRA contributions. This credit may not exceed $1,000 in a given year. You may be eligible for this tax credit if you are

- age 18 or older as of the close of the taxable year,
- not a dependent of another taxpayer, and
- not a full-time student.

The credit is based upon your income (see chart below) and will range from 0 to 50 percent of eligible contributions. In order to determine the amount of your contributions, add all of the contributions made to your Roth IRA and reduce these contributions by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your contributions that do not exceed $2,000.

2024 Adjusted Gross Income*						**Applicable Percentage**
Joint Return		**Head of Household**		**All Other Cases**		
Over	Not Over	Over	Not Over	Over	Not Over	
	$46,000		$34,500		$23,000	50
$46,000	$50,000	$34,500	$37,500	$23,000	$25,000	20
$50,000	$76,500	$37,500	$57,375	$25,000	$38,250	10
$76,500		$57,375		$38,250		0

2025 Adjusted Gross Income*						**Applicable Percentage**
Joint Return		**Head of Household**		**All Other Cases**		
Over	Not Over	Over	Not Over	Over	Not Over	
	$47,500		$35,625		$23,750	50
$47,500	$51,000	$35,625	$38,250	$23,750	$25,500	20
$51,000	$79,000	$38,250	$59,250	$25,500	$39,500	10
$79,000		$59,250		$39,500		0

*Adjusted gross income (AGI) includes foreign earned income and income from Guam, America Samoa, North Mariana Islands, and Puerto Rico. AGI limits are subject to cost-of-living adjustments each year.

D. **Excess Contributions –** An excess contribution is any amount that is contributed to your Roth IRA that exceeds the amount that you are eligible to contribute. If the excess is not corrected timely, an additional penalty tax of six percent will be imposed upon the excess amount. The procedure for correcting an excess is determined by the timeliness of the correction as identified below.

1. **Removal Before Your Tax Filing Deadline.** An excess contribution may be corrected by withdrawing the excess amount, along with the earnings attributable to the excess, before your tax filing deadline, including extensions, for the year for which the excess contribution was made. An excess withdrawn under this method is not taxable to you, but you must include the earnings attributable to the excess in your taxable income in the year in which the contribution was made. The six percent excess contribution penalty tax will be avoided.
2. **Removal After Your Tax Filing Deadline.** If you are correcting an excess contribution after your tax filing deadline, including extensions, remove only the amount of the excess contribution. The six percent excess contribution penalty tax will be imposed on the excess contribution for each year it remains in the Roth IRA. An excess withdrawal under this method is not taxable to you.
3. **Carry Forward to a Subsequent Year.** If you do not withdraw the excess contribution, you may carry forward the contribution for a subsequent tax year. To do so, you under-contribute for that tax year and carry the excess contribution amount forward to that year on your tax return. The six percent excess contribution penalty tax will be imposed on the excess amount for each year that it remains as an excess contribution at the end of the year.

You must file IRS Form 5329 along with your income tax return to report and remit any additional taxes to the IRS.

E. **Tax-Deferred Earnings –** The investment earnings of your Roth IRA are not subject to federal income tax as they accumulate in your Roth IRA. In addition, distributions of your Roth IRA earnings will be free from federal income tax if you take a qualified distribution, as described below.

F. **Taxation of Distributions –** The taxation of Roth IRA distributions depends on whether the distribution is a qualified distribution or a nonqualified distribution.

1. **Qualified Distributions.** Qualified distributions from your Roth IRA (both the contributions and earnings) are not included in your income. A qualified distribution is a distribution that is made after the expiration of the five-year period beginning January 1 of the first year for which you made a contribution to any Roth IRA (including a conversion from a Traditional IRA or a rollover from an employer-sponsored retirement plan) and is made on account of one of the following events.

   - Attainment of age 59½
   - Disability
   - First-time homebuyer purchase
   - Death

   For example, if you made a contribution to your Roth IRA for 2015, the five-year period for determining whether a distribution is a qualified distribution is satisfied as of January 1, 2020.

2. **Nonqualified Distributions.** If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income and, if you are under age 59½, may be subject to an early distribution penalty tax. However, when you take a distribution, the amounts you contributed annually to any Roth IRA and any military death gratuity or Servicemembers' Group Life Insurance (SGLI) payments that you rolled over to a Roth IRA, will be deemed to be removed first, followed by conversion and employer-sponsored retirement plan rollover contributions made to any Roth IRA on a first-in, first-out basis. Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of your annual contributions, rollovers of your military death gratuity or SGLI payments, and your conversions and employer-sponsored retirement plan rollovers.

G. **Income Tax Withholding –** Ten percent federal income tax withholding will be applied to a withdrawal from your Roth IRA unless you choose to withhold a different amount or elect not to have withholding apply. We are not required to withhold taxes from any distribution that we reasonably believe is not taxable.

H. **Early Distribution Penalty Tax –** If you are under age 59½ and receive a nonqualified Roth IRA distribution, an additional early distribution penalty tax of 10 percent generally will apply to the amount includible in income in the year of the distribution. If you are under age 59½ and receive a distribution of conversion amounts or employer-sponsored retirement plan rollover amounts within the five-year period beginning with the year in which the conversion or employer-sponsored retirement plan rollover occurred, an additional early distribution penalty tax of 10 percent generally will apply to the amount of the distribution. The additional early distribution penalty tax of 10 percent generally will not apply if one of the following exceptions apply. **1) Death.** After your death, payments made to your beneficiary are not subject to the 10 percent early distribution penalty tax. **2) Disability.** If you are disabled at the time of distribution, you are not subject to the additional 10 percent early distribution penalty tax. In order to be disabled, a physician must determine that your impairment can be expected to result in death or to be of long, continued, and indefinite duration. **3) Substantially equal periodic payments.** You are not subject to the additional 10 percent early distribution penalty tax if you are taking a series of substantially equal periodic payments (at least annual payments) over your life expectancy or the joint life expectancy of you and your beneficiary. You must continue these payments for the longer of five years or until you reach age 59½. **4) Unreimbursed medical expenses.** If you take payments to pay for unreimbursed medical expenses that exceed a specified percentage of your adjusted gross income, you will not be subject to the 10 percent early distribution penalty tax. For further detailed information and effective dates you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS. The medical expenses may be for you, your spouse, or any dependent listed on your tax return. **5) Health insurance premiums.** If you are unemployed and have received unemployment compensation for 12 consecutive weeks under a federal or state program, you may take payments from your Roth IRA to pay for health insurance premiums without incurring the 10 percent early distribution penalty tax. **6) Higher education expenses.** Payments taken for certain qualified higher education expenses for you, your spouse, or the children or grandchildren of you or your spouse, will not be subject to the 10 percent early distribution penalty tax. **7) First-time homebuyer.** You may take payments from your Roth IRA to use toward qualified acquisition costs of buying or building a principal residence. The amount you may take for this reason may not exceed a lifetime maximum of $10,000. The payment must be used for qualified acquisition costs within 120 days of receiving the distribution. **8) IRS levy.** Payments from your Roth IRA made to the U.S. government in response to a federal tax levy are not subject to the 10 percent early distribution penalty tax. **9) Qualified reservist distributions.** If you are a qualified reservist member called to active duty for more than 179 days or an indefinite period, the payments you take from your Roth IRA during the active-duty period are not subject to the 10 percent early distribution penalty tax. **10) Qualified birth or adoption.** Payments from your Roth IRA for the birth of your child or the adoption of an eligible adoptee will not be subject to the 10 percent early distribution penalty tax if the distribution is taken during the one-year period beginning on the date of birth of your child or the date on which your legal adoption of an eligible adoptee is finalized. An eligible adoptee means any individual (other than your spouse's child) who has not attained age 18 or is physically or mentally incapable of self-support. The aggregate amount you may take for this reason may not exceed $5,000 for each birth or adoption. **11) Terminal illness.** Payments from your Roth IRA made because you are terminally ill are not subject to the 10 percent early distribution penalty tax. You are terminally ill if you have been certified by a physician, in accordance with documentation requirements to be established by the IRS, as having an illness or physical condition that can reasonably be expected to result in death in 84 months or less after the date of the certification. **12) Qualified disaster recovery distribution.** If you are an affected Roth IRA owner in a federally declared disaster area who has sustained an economic loss by reason of such qualified disaster, you may take up to $22,000 per disaster from your Roth IRA without incurring the 10 percent early distribution penalty tax. **13) Domestic abuse.** If you are a victim of domestic abuse you may withdraw up to $10,000 (subject to possible cost-of-living adjustments each year beginning in 2025) or 50% of your Roth IRA balance, whichever is less, within one year of the abuse without incurring the 10 percent early distribution penalty tax. **14) Emergency personal expenses.** You may take one withdrawal in a calendar year as an emergency personal expense distribution for purposes of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses, without incurring the 10 percent early distribution penalty tax. The amount that may be treated as an emergency personal expense distribution in any calendar year is $1,000 or the total balance in your Roth IRA over $1,000, determined as of the date of each such distribution, whichever is less. No further emergency personal expense distributions are allowed during the immediately following three calendar years unless repayment occurs, or you have made Roth IRA contributions after the previous distribution in an amount at least equal to the previous distribution that has not been repaid.

You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes or to claim a penalty tax exception.

I. **Required Minimum Distributions –** You are not required to take distributions from your Roth IRA during your lifetime (as required for Traditional and savings incentive match plan for employees of small employers (SIMPLE) IRAs). However, your beneficiaries generally are required to take distributions from your Roth IRA after your death. See the section titled *Beneficiary Payouts* in this disclosure statement regarding beneficiaries' required minimum distributions.

J. **Roth IRA Portability –** Your Roth IRA may be transferred to another Roth IRA of yours, rolled over to another Roth IRA of yours, may receive rollover contributions, or may receive conversion contributions, provided that all of the applicable rules are followed. Rollover is a term used to describe a movement of cash or other property to your Roth IRA from another Roth IRA, or from your employer's qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or federal Thrift Savings Plan. Conversion is a term used to describe the movement of Traditional IRA or SIMPLE IRA assets to a Roth IRA. A conversion generally is a taxable event. The general portability rules are summarized below. These transactions are often complex. If you have any questions regarding a transfer, rollover, or conversion, please see a competent tax advisor.

1. **Roth IRA-to-Roth IRA Transfers.** You may transfer your Roth IRA to another Roth IRA at any time with no limits on the number of transfers that may be completed in a 12-month period. A transfer is the movement of assets directly from one Roth IRA to another and is not subject to taxation or the early distribution penalty tax. You may not transfer a Roth IRA to any other type of IRA, and you may not transfer a Traditional IRA or SIMPLE IRA to a Roth IRA.

2. **Roth IRA-to-Roth IRA Rollovers.** Assets distributed from your Roth IRA may be rolled over to the same Roth IRA or another Roth IRA of yours if the requirements of IRC Sec. 408(d)(3) are met.

3. **IRA-to-IRA Rollover Restrictions.** A distribution that is payable to you and is eligible to be rolled over from any IRA must be rolled over within 60 days after the distribution is received. In the case of a distribution for a first-time homebuyer where there was a delay or cancellation of the purchase, the 60-day rollover period may be extended to 120 days.

   Only one distribution from any IRA (Traditional, Roth, or SIMPLE) may be rolled over to another IRA in a 12-month period, regardless of the number of IRAs you own. A distribution may be rolled over to the same IRA or to another IRA that is eligible to receive the rollover.

   For more information on rollover limitations, you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, from the IRS or refer to the IRS website at www.irs.gov.

4. **Employer-Sponsored Retirement Plan-to-Roth IRA Rollovers.** You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan to your Roth IRA. An eligible rollover distribution is defined generally as any distribution from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or federal Thrift Savings Plan unless it is a required minimum distribution, hardship distribution, part of a certain series of substantially equal periodic payments, corrective distributions of excess contributions, excess deferrals, excess annual additions and any income allocable to the excess, deemed loan distribution, dividends on employer securities, or the cost of life insurance coverage.

   If you elect to receive the distribution from the plan prior to placing it in a Roth IRA, thereby conducting an indirect rollover, your eligible rollover distribution generally must be rolled over to your Roth IRA not later than 60 days after you receive the distribution. In the case of a plan loan offset due to plan termination or severance from employment, the deadline for completing the rollover is your tax return due date (including extensions) for the year in which the offset occurs.

   Although the rollover amount generally is included in income, the 10 percent early distribution penalty tax will not apply to rollovers from eligible employer-sponsored retirement plans to a Roth IRA or inherited Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent early distribution penalty tax.

5. **Rollovers of Designated Roth Account Assets.** Designated Roth account assets distributed from a 401(k) cash or deferred arrangement, 403(b) tax-sheltered annuity, 457(b) eligible governmental deferred compensation plan, or federal Thrift Savings Plan, may be rolled into your Roth IRA.

6. **Beneficiary Rollovers From Employer-Sponsored Retirement Plans.** If you are a spouse or nonspouse beneficiary of a deceased employer-sponsored retirement plan participant, or the trustee of an eligible type of trust named as beneficiary of such participant, you may directly roll over inherited assets, less any applicable RMDs, from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan to an inherited Roth IRA, as permitted by the IRS. Although the rollover amount generally is included in income when rolled over to an inherited Roth IRA, the 10 percent early distribution penalty tax will not apply to rollovers from eligible employer-sponsored retirement plans to an inherited Roth IRA. If the inherited plan that is being rolled over contains designated Roth assets, the designated Roth assets may only be rolled over to an inherited Roth IRA and are not taxable when rolled over. A spouse beneficiary may also indirectly roll over these assets to an inherited Roth IRA within 60 days of receipt. The Roth IRA must be maintained as an inherited Roth IRA, subject to the beneficiary distribution requirements.

7. **Traditional IRA-to-Roth IRA Conversions.** If you convert to a Roth IRA, the amount of the conversion from your Traditional IRA to your Roth IRA will be treated as a distribution for income tax purposes and is includible in your gross income (except for any nondeductible contributions). Although the conversion amount generally is included in income, the 10 percent early distribution penalty tax will not apply to conversions from a Traditional IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent early distribution penalty tax. If you are required to take an RMD for the year, you must remove all of your RMDs for all of your IRAs before converting your Traditional IRA.

8. **SIMPLE IRA-to-Roth IRA Conversions.** You are eligible to convert all or any portion of your existing SIMPLE IRA into your Roth IRA, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. The amount of the conversion from your SIMPLE IRA to your Roth IRA will be treated as a distribution for income tax purposes and is includible in your gross income. Although the conversion amount generally is included in income, the 10 percent early distribution penalty tax will not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of

whether you qualify for any exceptions to the 10 percent early distribution penalty tax. If you are required to take an RMD for the year, you must remove all of your RMDs for all of your IRAs before converting your SIMPLE IRA.

9. **Rollovers of Military Death Benefits.** If you receive or have received a military death gratuity or a payment from the SGLI program, you may be able to roll over the proceeds to your Roth IRA. The rollover contribution amount is limited to the sum of the death benefits or SGLI payment received, less any such amount that was rolled over to a Coverdell education savings account. Proceeds must be rolled over within one year of receipt of the gratuity or SGLI payment for deaths occurring on or after June 17, 2008. Any amount that is rolled over under this provision is considered nontaxable basis in your Roth IRA.

10. **Qualified HSA Funding Distribution.** If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free qualified HSA funding distribution from your Roth IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*.

11. **Rollover of IRS Levy.** If you receive a refund of eligible retirement plan assets that had been wrongfully levied, you may roll over the amount returned up until your tax return due date (not including extensions) for the year in which the money was returned.

12. **Qualified Tuition Program to Roth IRA.** Funds from a qualified tuition program of a designated beneficiary that has been maintained for 15 or more years may be paid in a direct trustee-to-trustee transfer to a designated beneficiary's Roth IRA if the funds have been in the qualified tuition program for at least five years. The designated beneficiary must be eligible to make a Roth IRA contribution and the amount of the rollover counts toward the Roth IRA contribution limit for the year. The total that a designated beneficiary may roll over from a qualified tuition program during his or her lifetime may not exceed $35,000.

13. **Written Election.** At the time you make a rollover or conversion to a Roth IRA, you must designate in writing to the custodian your election to treat that contribution as a rollover or conversion. Once made, the election is irrevocable.

K. Repayments of Certain Distributions.

1. **Qualified Birth or Adoption Distributions.** If you have taken a qualified birth or adoption distribution, you may generally pay all or a portion of the aggregate amount of such distribution to a Roth IRA at any time during the three-year period beginning on the day after the date on which such distribution was received. In the case of a qualified birth or adoption distribution made on or before December 29, 2022, the deadline to repay the distribution is December 31, 2025.

2. **Terminal Illness Distributions.** If you have taken a distribution due to a terminal illness, you may generally pay all or a portion of the aggregate amount of such distribution to a Roth IRA at any time during the three-year period beginning on the day after the date on which such distribution was received.

3. **Domestic Abuse Distributions.** If you have taken a distribution because you are a victim of domestic abuse, you may generally pay all or a portion of the aggregate amount of such distribution to a Roth IRA at any time during the three-year period beginning on the day after the date on which such distribution was received.

4. **Emergency Personal Expense Distributions.** If you had taken an emergency personal expense distribution, the distribution may be repaid within a three-year period. No further emergency personal expense distributions are allowed during the immediately following three calendar years unless repayment occurs, or you have made Roth IRA contributions after the previous distribution in an amount at least equal to the previous distribution that has not been repaid.

5. **Qualified Disaster Recovery Distributions.** If you have taken a qualified disaster recovery distribution, the distribution may be recontributed to a Roth IRA at any time during the three-year period beginning on the day after the date on which such distribution was received.

For further information, you may wish to obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs)*, or refer to the IRS website at www.irs.gov.

L. **Transfer Due to Divorce –** If all or any part of your Roth IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse's Roth IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another Roth IRA of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Roth IRA to another.

M. **Recharacterizations –** If you make a contribution to a Traditional IRA and later recharacterize either all or a portion of the original contribution to a Roth IRA along with net income attributable, you may elect to treat the original contribution as having been made to the Roth IRA. The same methodology applies when recharacterizing a contribution from a Roth IRA to a Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions) for the year for which the original contribution was made. You may not recharacterize a Roth IRA conversion or an employer-sponsored retirement plan rollover.

LIMITATIONS AND RESTRICTIONS

A. **Spousal Roth IRA –** If you are married and have compensation for the taxable year for which the contribution is made, you may contribute to a Roth IRA established for the benefit of your spouse, regardless of whether or not your spouse has compensation. You must file a joint income tax return for the year for which the contribution is made.

The amount you may contribute to your Roth IRA and your spouse's Roth IRA is the lesser of 100 percent of your combined eligible compensation or $14,000 for 2024 and 2025. This amount may be increased with cost-of-living adjustments each year. However, you may not contribute more than the individual contribution limit to each Roth IRA. Your contribution may be further limited if your MAGI falls within the minimum and maximum thresholds.

If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional contribution to your spouse's Roth IRA. The maximum additional contribution is $1,000 per year. This amount is subject to possible cost-of-living adjustments each year beginning in 2025.

B. **Gift Tax –** Transfers of your Roth IRA assets to a beneficiary made during your life and at your request may be subject to federal gift tax under IRC Sec. 2501.

C. **Special Tax Treatment –** Capital gains treatment and 10-year income averaging authorized by IRC Sec. 402 do not apply to Roth IRA distributions.

D. **Prohibited Transactions –** If you or your beneficiary engage in a prohibited transaction with your Roth IRA, as described in IRC Sec. 4975, your Roth IRA will lose its tax-deferred or tax-exempt status, and you generally must include the value of the earnings in your account in your gross income for that taxable year. The following transactions are examples of prohibited transactions with your Roth IRA. (1) Taking a loan from your Roth IRA (2) Buying property for personal use (present or future) with Roth IRA assets (3) Receiving certain bonuses or premiums because of your Roth IRA.

E. **Pledging –** If you pledge any portion of your Roth IRA as collateral for a loan, the amount so pledged will be treated as a distribution and may be included in your gross income for that year.

OTHER

A. **IRS Plan Approval –** Articles I through VIII of the agreement used to establish this Roth IRA have been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. **Additional Information –** For further information on Roth IRAs, you may wish to obtain IRS Publication 590-A, *Contributions to Individual Retirement Arrangements (IRAs),* or Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs)*, by calling 800-TAX-FORM, or by visiting www.irs.gov on the Internet.

C. **Important Information About Procedures for Opening a New Account –** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open a Roth IRA, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

D. **Qualified Reservist Distributions –** If you are an eligible qualified reservist who has taken penalty-free qualified reservist distributions from your Roth IRA or retirement plan, you may recontribute those amounts to a Roth IRA generally within a two-year period from your date of return.

E. **Qualified Charitable Distributions –** If you are age 70½ or older, you may be eligible to take tax-free Roth IRA distributions of up to $105,000 (for 2024) or $108,000 (for 2025) per year and have these distributions paid directly to certain charitable organizations. This amount is subject to possible cost-of-living adjustments each year beginning in tax year 2025. A qualified charitable distribution also includes a one-time charitable distribution of up to $50,000 to a split interest entity (i.e., charitable gift annuity, charitable remainder unitrust, and charitable remainder annuity trust). Special tax rules may apply. For further detailed information and effective dates you may obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs),* from the IRS or refer to the IRS website at www.irs.gov.

F. **Disaster Related Relief –** If you qualify (for example, you sustained an economic loss due to, or are otherwise considered affected by, a federally-declared disaster in a specified disaster area), you may be eligible for favorable tax treatment on distributions, rollovers, and other transactions involving your Roth IRA. Qualified disaster relief includes an automatic 60-day extension to perform certain acts and may include penalty-tax free early distributions made during specified timeframes for each disaster, the ability to include distributions in your gross income ratably over multiple years, the ability to roll over distributions to an eligible retirement plan without regard to the 60-day rollover rule, and more.

   Qualified Disaster Recovery Distributions. If your principal residence is located in a qualified disaster area and you have sustained an economic loss by reason of such disaster, you may receive up to $22,000 per disaster in aggregate distributions from your retirement plans and IRAs as qualified disaster recovery distributions. A qualified disaster is any major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act after January 26, 2021. These distributions are not subject to the 10 percent early distribution penalty tax. In addition, unless you elect otherwise, any amount required to be included in your gross income for such taxable year shall be included ratably over a three-taxable year period, beginning with the taxable year of the distribution. Qualified disaster recovery distributions may be repaid at any time generally within a three-year period beginning on the day after the date the distribution was received.

   Repayments of Withdrawals for Home Purchase. If you received a qualified first-time homebuyer distribution to purchase or construct a principal residence in the qualified disaster area, but which was not used on account of the qualified disaster, you are able to repay the distribution within 180 days of the applicable date of such disaster. The distribution must have been received during the period (1) beginning 180 days before the first day of the FEMA declared incident period, and (2) ending 30 days after the last day of the FEMA declared incident period.

   For additional information on specific disasters, including a complete listing of disaster areas, qualification requirements for relief, and allowable disaster-related Roth IRA transactions, you may wish to obtain IRS Publication 590-B, *Distributions from Individual Retirement Arrangements (IRAs),* from the IRS or refer to the IRS website at www.irs.gov.

FINANCIAL DISCLOSURE

The value of your IRA will be dependent solely upon the performance of any investment instrument used to fund your IRA. Therefore, no projection of the growth of your IRA can reasonably be shown or guaranteed.

Terms and conditions of the IRA that affect your investment are listed below.

INVESTMENT OPTIONS

Your IRA will be invested in products that we offer directly or those we offer through a relationship with a registered securities broker-dealer.

FEES

There are certain fees and charges connected with your IRA investments. To find out what fees may be charged, refer to the Program Description.

We reserve the right to change any of the fees identified in the Program Description after notice to you, as provided in your IRA agreement.

EARNINGS

The method for computing and allocating annual earnings (e.g., interest, dividends) on your IRA will differ based on the nature and issuer of the investments chosen. Refer to the investment prospectus or contract for the methods used for computing and allocating annual earnings.