



Dissolution Authority

300 Maxim Road, Hartford, Connecticut 06114

Telephone (860) 757-7700 Fax (860) 757-7725

MEMORANDUM

TO: MIRA Dissolution Authority Human Resource Committee
FROM: Rachel Taylor, Human Resource Committee Chairperson
DATE: April 10, 2025
RE: Notice of Human Resource Committee Regular Meeting

There will be a **Regular Meeting** of the Human Resource Committee of the MIRA Dissolution Authority on *Wednesday, April 16, 2025 at 8:30 am in the Board Room at 300 Maxim Rd., Hartford, CT. Members of the public may also attend the meeting telephonically by calling (929) 205-6099, entering Meeting ID: 811 4542 7912, and entering Passcode: 899063 when prompted (NOTE - there is very limited physical space in the Board Room - consequently, virtual public attendance is encouraged).* The meeting is scheduled to conclude at 9:15 am. The purpose of this meeting will be:

1. Call to Order; Chair's welcome
2. Public Comment (3 minutes per speaker)
3. Approval of January 15, 2025 meeting minutes (Attachment 1)
4. Approval of February 10, 2025 meeting minutes (Attachment 2)
5. Review and Approve – Draft Resolution regarding the termination of the Fidelity 401K Plan (Attachment 3)
6. Discussion of HR related Wind Down Activities
7. HR Update (Attachment 4)
8. Such other items that may properly come before the Committee

If you will be unable to attend, please notify Cheryl Kaminsky (ckaminsky@ctmira.org) immediately.

cc: Bert Hunter, Chairperson

Mark Daley, President & CFO

Cheryl Kaminsky

ATTACHMENT 1

**Human Resources Committee
January 15, 2025
Regular Meeting Minutes**

A Regular Meeting of the Human Resources Committee of the MIRA Dissolution Authority was held on January 15, 2025. Present either in person or by video or audio conferencing were:

Committee Members Present: Committee Chairperson Rachel Taylor
 Authority Chairperson Bert Hunter
 Director Michael Walsh

Other Directors/Members Present: Director David Barkin
 Director Bill Beccaro
 Director Michael Looney

Present from MIRA: Mark Daley, President
 Cheryl Kaminsky, Comptroller
 Chris Shepard, Environmental Compliance Manager
 Dave Bodendorf, Manager of Engineering, Construction &
 Power Assets

Others present: Attorney Miguel Escalera
 Attorney Ann Catino
 Ernestine Weaver

PUBLIC COMMENT

Committee Chairperson Taylor called the meeting to order at 8:32 a.m. She stated that there were no members of the public who wished to comment and proceeded with the agenda.

1. Approval of the Minutes of the October 16, 2024 HR Committee Meeting

Committee Chairperson Taylor asked for a motion to approve the October 16, 2024 minutes. Director Walsh made the motion and Chairperson Hunter seconded it. Committee Chairperson Taylor asked if there were any discussions or suggested changes and hearing none, the minutes were approved unanimously.

2. Discussion of HR related Wind Down Activities

Committee Chairperson Taylor asked Mr. Daley to proceed with the discussion. Mr. Daley stated that there have been several meetings with Fidelity now concerning our employee 401K plan changes after the Authority shuts down. He stated that there is an additional meeting set for this Friday to specifically discuss setting certain plan functions as employee directed which may provide an additional time for employees to make changes without relying on DAS for approvals after the succession. Mr. Daley also stated that we are tentatively targeting a March 13th or 27th date for the Fidelity transition team to meet with all employees to discuss options and answer any questions, and they will make one on one

sessions available to the employees as well. MIRA is still planning on terminating the plan but adding a liquidation period through the end of the calendar year for reporting purposes. Chairperson Hunter asked regarding contributions and Mr. Daley stated that the employees can continue making contributions through the last pay period. Chairperson Hunter also asked if anyone had outstanding loans which may be problematic. Mr. Daley responded that there are two outstanding loans.

Mr. Daley went on to say that we have provided notice to our Flexible Spending Plan (administrated by WageWorks) and participating employees that the plan terminates on June 30th. As part of the termination, employee contributions will end April 30, 2025 and employees must submit documentation for use of the funds used by May 31st. We will refund any unspent employee funds before June 30th.

Mr. Daley stated that we have many employees with multiple decades of service to CRRA, then MIRA and now the MIRA DA that have not been in the job market for quite some time and in some cases use dated software applications. We will be providing several training tools to assist in the transition. Initial research indicates LinkedIn Learning and IT Online would be helpful so we will initially pursue those. We will set this up in a way that does not cut off the training on June 30th but provides it for up to a year from now which Mr. Daley believes will be most advantageous for the employees. Chairperson Hunter asked if it was regarding 2025 and Mr. Daley responded, yes, for calendar year 2025. Chairperson Hunter asked about the second training and Mr. Daley stated that it provides certification in current application like Excel for example.

3. HR Update

Committee Chairperson Taylor asked Ms. Kaminsky to proceed with the discussion. Ms. Kaminsky stated that the Authority was reporting for the period of October 1, 2024 through December 31, 2024. She stated that there were only two changes since last quarter. The average age of employees went up slightly and one other person has taken advantage of the wellness program.

Committee Chairperson Taylor then read what would be discussed in executive session. She asked President Daley who would be joining the executive session. Mr. Daley stated that all directors and members present, Attorney Escalera, Attorney Catino, Ms. Kaminsky and DAS Counsel Ernestine Weaver. Chairperson Hunter then made the motion to go into executive session which was seconded by Committee Chairperson Taylor. The motion was approved unanimously. Executive session began at 8:41a.m.

The committee came out of executive session at 9:25 a.m. and the meeting was adjourned.

ATTACHMENT 2

**Human Resources Committee
February 10, 2025
Special Meeting Minutes**

A Special Meeting of the Human Resources Committee of the MIRA Dissolution Authority was held on February 10, 2025. Present either in person or by video or audio conferencing were:

Committee Members Present: Committee Chairperson Rachel Taylor
 Authority Chairperson Bert Hunter
 Director Michael Walsh

Other Directors/Members Present: Director Bill Beccaro
 Director Michael Looney

Present from MIRA: Mark Daley, President
 Cheryl Kaminsky, Comptroller

Others present: Attorney Miguel Escalera

PUBLIC COMMENT

Committee Chairperson Taylor called the meeting to order at 10:32 a.m. She stated that there were no members of the public who wished to comment and proceeded with the agenda.

1. Executive Session

Committee Chairperson Taylor stated that the Committee would be going into executive session to discuss the attorney-client privileged memorandum from Attorney Miguel Escalera concerning HR documents related to ceasing MDA operations on 7/1/25. Committee Chairperson Taylor then made a motion to go into executive session which was seconded by Chairperson Hunter. President Daley stated that we would invite Atty. Escalera, himself, Cheryl Kaminsky and all the directors and members. It was approved unanimously by roll call. The Committee entered executive session at 10:34 a.m.

The committee came out of executive session at 11:09 a.m. with Committee Chairperson Taylor stating the session has concluded with no actions taken and the meeting was adjourned.

ATTACHMENT 3

ATTACHMENT 3

DRAFT RESOLUTION FOR THE MIRA DISSOLUTION AUTHORITY BOARD OF DIRECTORS

REGARDING TERMINATION OF THE AUTHORITY'S FIDELITY 401K PLAN

WHEREAS, the Connecticut Resources Recovery Authority Employee Savings Plan (the "Plan") was adopted by the Connecticut Resources Recovery Authority ("CRRRA") effective as of July 1, 1984;

WHEREAS, pursuant to the Plan, the CRRRA has the authority to amend and to terminate the Plan;

WHEREAS, on June 6, 2014, Public Act 14-94 established the Materials Innovation and Recycling Authority ("MIRA") as the successor authority to CRRRA;

WHEREAS, the MIRA Dissolution Authority was created by the State of Connecticut effective July 1, 2023 with passage of Public Act 23-170 as successor in interest to MIRA;

WHEREAS, the MIRA Dissolution Authority is winding down the operations of MIRA and has determined that it is therefore necessary to terminate the Plan effective June 30, 2025 (the "Termination Date").

NOW, THEREFORE, BE IT RESOLVED, all Plan participants shall be 100% vested in their account balances as of the Termination Date.

FURTHER RESOLVED, that Mark Daley, President & Chief Financial Officer, and Cheryl Kaminsky, Comptroller, are hereby authorized and directed to take such actions as may be necessary or desirable to effectuate the termination of the Plan as of the Termination Date, including executing any required Plan amendments, engaging and directing any Plan vendors, advisors, consultants or service providers as needed to assist in the termination process, and performing such other acts as they, in their sole judgment, deem necessary or desirable to effectuate the intent of the foregoing resolutions.

Background Information Attached

1. Letter of Direction to Fidelity
2. Inspira Financial Automatic Rollover Agreement
3. Managed Income Portfolio Liquidation Letter

PROCEDURAL REQUIREMENTS (401K Plan Termination)

Author: Mark Daley, President & CFO

Committee Requirements:

- Assigned – Human Resource Committee
- Quorum – 50% of the Directors on a Committee of 4 or more, majority of the Directors on a Committee of less than 4, excluding the Chair.
- Item carries with majority of Directors present

Director	Raised	Second	Aye	Nay	Abstain
Rachel Taylor (Committee Chair)					
Bert Hunter (Board Chair)					
Michael Walsh					

Board Requirements:

- Quorum – 6 Directors
- X Item carries with majority of Directors present unless otherwise specified
- Specified as requiring 2/3 of full Board (8 Directors)
 - Purchasing and Contracting Rules & Procedures (22a-266(c))
 - Contract Over 5 Years or Greater than \$50,000 Annual Consideration (22a-268)
 - Proposed Procedure (1-120)
 - Special Capability Exception Over \$10,000 (Procurement Policy Section 3.1.2.5)
 - Settlement Exception (Procurement Policy Section 3.1.2.7)
 - Acquisition or Sale of Real Property (Procurement Policy Section 5.1.3 & 5.2.3)
- Specified as requiring 2/3 of Directors present and eligible (Bylaws Section 504)
 - Expenditure of \$50,000 or more for outside consultant
 - Entering Executive Session
 - Addition of Agenda Item at a regular meeting

Director	Raised	Second	Aye	Nay	Abstain
1 - Chairperson Hunter					
2 - Matthew Dayton					
3 – David Barkin					
4 – Michael Looney					
5 - William Beccaro					
6 - Rachel Taylor					
7 – Michael Walsh					
8 – John Fonfara					
9 - Paul Harrington					
10 - Carl Fortuna					
11 - Dave Steuber					

Letter of Direction to Fidelity

04/01/2025

Client Services-ECM
Fidelity Investments
Attn: Client Management Team, Plan Number: 72151.
100 Crosby Parkway
Covington, KY 41015.

RE: Termination of the **MIRA 401(K) PLAN**

Dear Fidelity Investments,

Please be advised that effective **06/30/2025**, **MIRA DISSOLUTION AUTHORITY**. is terminating the **MIRA 401(K) PLAN** Effective **06/30/2025**, the **MIRA DISSOLUTION AUTHORITY**. will make no further contributions to the plan including elective deferral contributions made on behalf of participants who have an executed salary reduction agreement in effect.

MIRA DISSOLUTION AUTHORITY. directs Fidelity Investments to execute the following directives in accordance with terminating the MIRA 401(K) PLAN:

1) Letter of Determination (5310):

We do not intend to file with the IRS for a favorable determination letter. Distributions may begin immediately.

2) Vesting Updates:

Please make all participants under the plan 100% vested in their respective employer contribution account balances and sources.

3) Status Updates:

Please change all Active participants' employment status codes to Terminated. Participants with status codes as deceased, QDRO, alt payees, beneficiaries or retired will remain coded as such.
Turn off the Term Kit Services.

4) Loans – New Loans/Portability/Rollovers:

Disallow any future new loans from MIRA 401(K) PLAN as of the Date of Termination.

Please disallow ACH loan payments.

To ensure the loans do not default, the loans must be rolled out prior to the assets being distributed as a rollover. If a distribution is requested prior to a loan being

rolled over the loan will immediately go into default and we will not be able to reverse the defaulted loan.

5) Force out Distributions:

I hereby represent, on behalf of the Plan Administrator, that, consistent with the Regulations under Internal Revenue Code Section 411(d)(6), and other applicable law, the Plan provides for distribution on termination without participant consent, and no facts exist that would prohibit such distributions.

I have reviewed the Department of Labor guidance under Field Assistance Bulletin 2014-01 regarding appropriate search steps and distribution options for any participant who fails to respond to our requests to provide us direction regarding their distribution (or mail sent to their address is returned).

Self Directed Brokerage Link

The last date for participants to request a distribution is before market close on **09/01/2025**. Accordingly, please liquidate the remaining participant's Self Directed Brokerage Link account as follows:

Please begin liquidating all securities, remove worthless securities, and cancel all open orders on **09/02/2025**.

Fidelity Brokerage Service's representative assisted commission schedule will apply to all transactions to liquidate Brokerage Link accounts.

By the signature of this letter, I acknowledge on behalf of **MIRA Dissolution Authority** that the indemnification in the Trust agreement between **MIRA Dissolution Authority** and Fidelity Management Trust Company applies to all actions to liquidate the accounts taken by Fidelity Management Trust Company or its affiliates including Fidelity Brokerage Services, LLC. in accordance with this letter.

Roll over Distributions:

The last date for participants to request a distribution is before market close on **10/01/2025**. Accordingly, please process IRA rollovers made payable to INSPIRA FINANCIAL for all participants remaining in the plan (with the exception of QDRO or Deceased), on **10/02/2025**, or as soon as administratively feasible. The participant customer service number for INSPIRA FINANCIAL is 877-682-4727.

Any pending distributions following that are not in good order will be deleted and processed on **10/02/2025** per the force-out direction.

Wire all assets to **INSPIRA FINANCIAL LLC**
Fifth Third Bank

5050 Kingsley Drive
Cincinnati, OH 45263
ABA: 042000314
Credit Account: RSFD76019
Account Name: INSPIRA FINANCIAL
Further Credit: Plan Number: 72151
MIRA 401(K) PLAN
INSPIRA FINANCIAL LLC Tax ID # 36-4400066

Capital Preservation Funds

MIRA 401(K) PLAN

is aware that "MIP CL 1" may be subject to withdrawal restrictions that will prevent Fidelity from executing a force out during the period of the restriction.

The participants with MIP CL 1 will be forced out post the liquidation date the same as the force out direction.

Residual Assets Posted After Distribution Is Processed:

Should a participant account receive assets generally related to interest or dividends subsequent to their cash or rollover distribution, Fidelity is directed to distribute any such assets in the same manner as the initial cash or rollover distribution.

De-Minimis Distribution Service:

Fidelity is directed to disable this service. This service is related to lump sum involuntary payouts from separated and terminated participant vested account balances where they do not exceed the plan's threshold.

Auto Portability Setup - NA

Deceased participants: NA

RMD Service:

If the Plan has elected the RMD Service, the Plan will provide direction related to any required distributions outside of the Plan's scheduled distribution dates.

6) Outstanding Checks:

I hereby represent that the Plan Administrator will exhaust all applicable efforts to locate missing and/or unresponsive participants. To the extent that any checks distributed from the plan remain outstanding after the plan terminates, Fidelity shall escheat those checks, (as permitted under the U.S. Department of Labor Field Assistance Bulletin 2014-01), after the expiration of applicable dormancy periods based on state unclaimed property law.

Float Handling: Already Fidelity Retain.

7) Forfeiture Allocations:

MIRA 401(K) PLAN Forfeiture account has a balance \$15.52 as of 04/01/2025.

- a) Pay all outstanding Fidelity Invoices from the plan Forfeiture accounts. Pay third party Invoices submitted for plan related expenses from the remaining Forfeiture account balance.
 - Current or future Fidelity Invoices
 - Third Party invoice(s) to be submitted in the future via PSW, EIN number required (Fee Payment/Vendor Fee service request)

8) Suspense Account(s) Balances:

Settlement account (O-GUY) - \$63.65.

- b) Pay all outstanding Fidelity Invoices from the plan Forfeiture accounts. Pay third party Invoices submitted for plan related expenses from the remaining Forfeiture account balance.
 - Current or future Fidelity Invoices
 - Third Party invoice(s) to be submitted in the future via PSW, EIN number required (Fee Payment/Vendor Fee service request)

9) Appointed Trustee:

Please be advised that effective 04/01/2025, MIRA Dissolution Authority. will not be filing for bankruptcy. A Bankruptcy Trustee has not been appointed and the existing Plan Sponsor will retain Fiduciary responsibilities for the plan

Please be advised that effective 04/01/2025, for the MIRA 401(K) PLAN, an FDIC or DOL Trustee will not be appointed and the existing Plan Sponsor will retain Fiduciary responsibilities for the plan.

10) Changing Authorized signers

Mark Daley will remain the company contact and Fiduciary throughout the termination of the plan.

11) Changing/Adding PSW Access:

Cheryl Kaminsky will remain the company contact and will also continue to have access to the Plan Sponsor Webstation throughout the termination of the plan.

12) Non-Discrimination Testing:

We understand that if the plan termination creates a "Short Plan Year", the regulatory limits for a full plan year (for example – the 401(a)(17) limit and the 1.415(c) limit) would be prorated for the short plan year. We understand that the prorated limit would apply and will be used when calculating any employer allocation including match and non-elective contributions. We further understand that employer matching contributions and non-elective contributions, if any, must be received and posted to participant accounts in advance of Fidelity's preparation of the non-discrimination testing for the plan.

The Plan Sponsor is responsible for completing the Non-Discrimination questionnaire and providing employee compensation information (unless payroll services are provided by Fidelity Investments).

Non-Discrimination Testing is done by ADP.

13) 5500:

The Plan Sponsor is responsible for filing all 5500s for the plan under DOL regulation. Plan sponsors must continue to file a Form 5500-series return for their terminated plan until the last return filed is marked "final return/report" and shows zero assets at the end of that plan year per IRS Revenue Ruling 89-87.

5500s is done by ADP.

14) Service Agreement Amendments: N/A

Recurring Advisory fee: NA

15) MIRA DISSOLUTION AUTHORITY.. directs Fidelity Investments to mail plan participants notification regarding the forced distribution dates and distributions options no less than 30 days prior to the forced distribution date. The notification and any associated distribution checks will be mailed to the address on record. MIRA DISSOLUTION AUTHORITY.. retains the responsibility of ensuring the plan is current with the last known address of each participant.

Cheryl Kaminsky at 860-757-7719 will be listed in the letter to participants as a contact if they have any other questions relating to the plan termination.

We further represent that the authorized signer(s) for the MIRA 401(K) PLAN is/are charged with the responsibility of finalizing the Plan's termination. We

understand that the Department of Labor views anyone who has been given signature authority as the Plan's fiduciary. Therefore, the Department of Labor can hold these persons personally responsible for all penalties. We also understand that Fidelity can only take direction from an authorized signer(s). The MIRA DISSOLUTION AUTHORITY.. will continue to be responsible for fees associated with record keeping the MIRA 401(K) PLAN as determined in the Service Agreement through the end of the billing quarter immediately following the plan termination date.

Sincerely,

1115130.1.0 Mark DaTey

Glossary of Terms:

Application of Forfeitures – Reference Section 11.09 of the Basic Plan Document (BPD)

Application of Forfeitures. Any forfeitures occurring during a Plan Year shall be applied to reduce the contributions of the Employer. Notwithstanding any other provision of the Plan to the contrary, forfeitures shall first be used to pay administrative expenses under the Plan, if so directed by the Employer. To the extent that forfeitures are not used to reduce administrative expenses under the Plan, as directed by the Employer, forfeitures will be applied in accordance with this Section 11.09.

Pending application forfeitures shall be held in the Permissible Investment selected for such purpose pursuant to the Service Agreement.

Except as permitted pursuant to EPCRS and notwithstanding any other provision of the Plan to the contrary, in no event may forfeitures be used to reduce the Employer's obligation to remit to the Trust (or other appropriate Plan funding vehicle) loan repayments made pursuant to Article 9, Deferral Contributions, Employee Contributions, Qualified Nonelective Employer Contributions, Qualified Matching Employer Contributions, 401(k) Safe Harbor Matching Employer contributions or 401(k) Safe Harbor Nonelective Employer Contributions.

Distributions – Force Out – Reference Section 16.07 of the BPD

Distribution upon Termination of the Plan. Upon termination or partial terminating of the plan or complete discontinuance of contributions thereunder, each Participant (including a terminated Participant with respect to amounts not previously forfeited by him) who is affected by such termination of partial termination or discontinuance shall have a vested interest in his Account of 100 percent. Subject to Section 12.01 and Article 14, upon receipt of instructions from the Administrator, the Trustee shall distribute to each Participant or other person entitled to distribution the balance of the Participant's Account in a single lump sum

payment. In the absence of such instructions, the Trustee shall notify the Administrator of such situation and the Trustee shall be under to duty to make any distributions under the Plan until it receives instructions from the Administrator. Upon the completion of such distributions, the Trust shall terminate, the Trustee shall be relieved from all liability under the Trust, and no Participant or other person shall have any claims thereunder, except as required by applicable law. If distribution is to be made to a Participant or Beneficiary who cannot be located, following the Administrator's completion of such search methods as described in applicable Department of Labor guidance, the Administrator shall give instructions to the Trustee to roll over the distribution to an individual retirement account established by the Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the Department of Labor automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cashout amount specified in Code Section 401(a)(31)(B)(ii) (\$5,000 as of January 1, 2013) that are mandatorily distributed from the Plan. In the alternative, the Employer may direct the Trustee, subject to applicable guidance, to transfer the Account of any such missing Participant or Beneficiary, to the Pension Benefit Guarantee Corporation. In the absence of such instructions, the Trustee shall make no distribution to the distributee.

Letter of Determination (5310)

The form 5310 is used to request an IRS Determination as to the qualified status of a pension, profit-sharing, or other deferred compensation plan upon plan termination

A Favorable Determination Letter:

- is issued by the Service in response to a request by a plan sponsor as to the qualified status of their retirement plan under IRC section 401(a);
- expresses the Service's opinion regarding the form of the plan;
- is issued based on the applicable Cumulative List at the time the application is received; and
- applies only to the employer and the plan participants on whose behalf the determination letter was issued.

Plan sponsors who are requesting a determination letter upon plan termination should file Form 5310.

Non-Discrimination Testing

The IRS requires that testing be conducted annually to ensure that highly compensated employees are not benefiting substantially more than non-highly compensated employees. A plan must pass the tests as of the last day of each plan year.

1. The 401k plan must meet certain minimum standards concerning coverage of employees.
2. The plan must not discriminate in favor of highly compensated employees with respect to contributions, benefits, or other rights and features of the plan.
3. A plan that is top heavy must meet additional rules concerning the vesting of benefits and minimum contributions or benefits.
4. The amount of compensation considered by a plan in calculating contributions or benefits for a participant is limited. These limits are set annually

Status

All participants must have a status that allows distributions from the terminating plan. Upon a participant's termination of employment, retirement, disability or plan termination, you should:

1. Promptly update all participant information on Fidelity Plan Sponsor WebStation® (PSW®) by changing the Status Code and entering the appropriate dates that apply.
2. Verify the employee's address of record.
3. Provide the former employee with the Participant Payout Notice and Special Tax Notice (402(f) notice).

Termination-

Although a 401(k) plan must be established with the intention of being continued indefinitely, an employer may (fully) terminate its 401(k) plan at its discretion. An employer may wish to terminate its 401(k) plan for a number of reasons, including the closing or selling of a business, a change in goals for the employer's benefits programs, or the establishment of a new plan.

Termination Date

The Benefit Event for a qualified retirement plan in which employees may no longer make contributions, no longer make systematic loan payments (except in the case of 5310 fillings with a distribution freeze) and become eligible to take a full distribution. Full Loan payoffs may occur. Employer contributions may continue. The IRS guidance is that the termination process should be executed in a timely manner not to exceed 12 months.

Vesting

Internal Revenue Code 411(d)(3) requires accrued account balances of all participants to become nonforfeitable upon termination of a plan intended to be qualified under Internal Revenue Code 401(a). The client is responsible for consulting with ERISA counsel and making the determination as to whether a plan has been terminated. Once the determination is made that a plan has been terminated, the client is responsible for providing direction regarding next steps, including the need to escalate the vesting schedule for all sources to 100%.

Form 5500

Form 5500 and related schedules must be filed annually with the Department of Labor (DOL) who will share information with the Internal Revenue Service (IRS). The completion and timely filing of the Form 5500 and related schedules satisfy the annual reporting requirement. The filing deadline is the last day of the seventh month after the Plan Year ends or the seventh month after all Plan assets have been distributed from the trust. An Administrator can request an extension of up to 2-1/2 months by filing Form 5558 within seven months after Plan Year end.

In Process

Certificate Of Completion

Envelope Id: C2787DA9-AFC3-4312-960A-B88690FE0236
 Subject: Complete with Docusign: 72151 - roll, sdb,stable value, .doc
 Source Envelope:
 Document Pages: 9 Signatures: 0
 Certificate Pages: 1 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Delivered

 Envelope Originator:
 Namitha Talukdar
 One Destiny Way
 WA41
 Westlake, TX 76262
 NAMITHA.TALUKDAR@FMR.COM
 IP Address: 192.223.136.14

Record Tracking

Status: Original Holder: Namitha Talukdar Location: DocuSign
 4/1/2025 11:17:41 AM NAMITHA.TALUKDAR@FMR.COM

Signer Events

Mark Daley
 mdaley@ctmira.org
 Chief Financial Officer

Signature

Timestamp

Sent: 4/1/2025 11:18:56 AM
 Viewed: 4/7/2025 8:42:33 AM

Security Level: Email, Account Authentication (None), Authentication

Authentication Details

ID Check:
 Transaction: 31036433174215
 Result: passed
 Vendor ID: LexisNexis
 Type: iAuth
 Recipient Name Provided by: Recipient
 Information Provided for ID Check: Address
 Performed: 4/7/2025 8:41:46 AM

In Process

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
 Certified Delivered Security Checked

4/1/2025 11:18:56 AM
 4/7/2025 8:42:33 AM

Payment Events

Status

Timestamps

AUTOMATIC ROLLOVER SOLUTION FOR FIDELITY

Instructions for Completing the Inspira Financial Automatic Rollover Agreement.

To participate in the automatic rollover program, you will need to enter into an Automatic Rollover Agreement ("Agreement") with Inspira Financial Trust, LLC. Below are instructions to help you complete the Agreement:

1. Execute Agreement with Inspira Financial (required by the DOL).

- Have an authorized signer enter their name as the Plan Fiduciary, sign below and date the agreement. Authorized signers include the Plan's Plan Administrator, a named fiduciary or any other individual authorized to act as a Plan Fiduciary.
- Enter the name, title, address, email, and phone number of the company, as well as the Plan Name and Plan Taxpayer Id/EIN. **IMPORTANT:** Please write your Fidelity 6-Digit Plan Number on the agreement.
- Please return the signed agreement to EAteam@inspirafinancial.com.

2. Submission of Participant Data

Fidelity will send Inspira Financial the participant information including name, address, social security number, birth date, amount, and plan name for missing, non-responsive participants. Inspira Financial has developed technology to accept a simple data export of participant data using a secure portal.

3. Fidelity will Transfer Funds to Inspira Financial.

With participant information and the receipt of funding, we automatically open IRA accounts in the participants' names. As required by the DOL, the default investment for former participants' funds is an FDIC-insured bank demand account which is designed to minimize risk, preserve principal, and maintain liquidity.

We do not charge any fees to the plan sponsor. The participant pays a \$35 annual fee and a \$10 annual statement fee. However, if the participant chooses online access there is no statement fee.

Fee Relief Program

Inspira Financial has no minimum funding requirement and accepts account balances to a penny. Accounts funded with less than \$250 are not assessed fees for the first twelve months.

Please contact Inspira Financial with questions on the agreement or automatic rollover solution.

Carolyn Musinski
SVP, Strategic Client Relationship Manager
630-422-6480
Carolyn.Musinski@inspirafinancial.com

Vanessa Richter
Sr. Sales Coordinator
847-594-0822
Vanessa.Richter@inspirafinancial.com

AUTOMATIC ROLLOVER SERVICES AGREEMENT

This Automatic Rollover Services Agreement, which includes and incorporates the terms of amendment(s) and exhibit(s), if any, attached hereto ("*Agreement*") is between Inspira Financial Trust, LLC, an Illinois limited liability company ("*Custodian*"), and the undersigned plan fiduciary ("*Plan Fiduciary*") which is the Plan Sponsor or the Plan Administrator (as that term is defined in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*"), or similar state law in the case of a plan not subject to ERISA), of the plan ("*Plan*").

All references in this Agreement to "we," "us" and "our" refer to the Custodian, and all references in this Agreement to "you" or "your" refer to the Plan Fiduciary. The term Plan also refers to each plan that you may add to this Agreement upon written notice to, and acceptance by, us. This Agreement is effective as of the date of your signed acceptance, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof.

1. Purpose. The Plan provides for certain involuntary distributions of participants' balances in an active and/or terminating Plan. In either case, a Plan participant may avoid such involuntary distribution by directing a distribution be paid directly to (i) an eligible retirement plan or (ii) such participant (a "*Participant Election*"). In those situations where a Plan participant has not made a Participant Election (such non-electing participant, a "Participant"), you desire to distribute such Participant's balance from the Plan to an individual retirement account ("*IRA*") custodied by us. All Plan funds that you transfer to us, including those from eligible uncashed benefit distribution checks, will be held by us in IRAs for Participants as provided in this Agreement.

2. Your Responsibilities. You or your authorized agent will be responsible to direct us to open IRAs to receive automatic rollover distributions from the Plan on behalf of Participants. You or your authorized agent will make any such direction through an individual authorized to act for the Plan Fiduciary or authorized agent. The direction will include:

(a) Information requested by us necessary to establish an IRA for each Participant, which includes, without limitation, the Participant's (i) full name, (ii) full date of birth, (iii) current address on the books and records of the Plan, (iv) complete United States Social Security Number, and (v) any information reasonably requested by us to assist us in locating Participants the Plan has been unable to locate ("*Account Opening Information*"); and

(b) Information on the amount of the automatic rollover distribution for each Participant (which shall be in cash only, unless specifically agreed otherwise) from the most recent records of the Plan.

We will treat each Plan as: (i) an active plan, (ii) a defined contribution plan, and (iii) not including designated Roth accounts, unless in each case you or your authorized agent inform us otherwise, in writing. For rollovers from a Plan that includes designated Roth accounts, you or your authorized agent agree to identify which portion of the rollover is to be placed into a Traditional IRA and which portion is to be placed into a Roth IRA.

You will deliver the Account Opening Information and the funds to be placed in each IRA to us as provided in Section 10 of this

Agreement. You or your authorized agent will also provide additional information and data as we may reasonably request, provided that such information is available to you. We will have no obligation to open an IRA for any Participant with respect to which we have received insufficient Account Opening Information.

3. Our Responsibilities. Upon receipt of your or your authorized agent's direction and the Plan funds for the IRAs to be established, we will open an IRA on behalf of each Participant based upon the information provided. We will not be liable to you for any action taken by us in good faith and in accordance with any direction from you or your authorized agent. We have no responsibility to ascertain whether any direction received by us is in compliance with the terms of the Plan, ERISA, the Internal Revenue Code of 1986, as amended ("*Code*"), or other applicable state or federal rules, regulations or laws (collectively, "*Laws*").

Upon opening an IRA, if the address provided for the Participant for whom the rollover is made ("*Account Owner*") passes our standard address verification procedures, we will send relevant information and IRA agreements to the Account Owner related to the establishment of the IRA in accordance with the notification and other applicable requirements of ERISA, the Code and Laws. We reserve the right to change, from time to time, our account opening and communication processes.

We will update Account Opening Information with any corrected or updated information that is provided to us by an Account Owner. Except as otherwise required by Laws, we undertake no obligation to verify the accuracy of the information provided by you, your authorized agent or any Account Owner.

4. Deceased Participants; Escheat. We cannot open an IRA or receive funds for a Participant known to be deceased at the time of IRA opening. If we discover, or you or your authorized agent informs us, that a Participant of a Plan for whose benefit you established a rollover IRA, died prior to the establishment of the rollover IRA, the intended rollover funds applicable to such Participant will remain assets of the Plan. In this case, you or your authorized agent will direct us regarding the distribution of the deceased Participant's funds. If we do not receive direction from you, we will distribute or escheat such deceased Participant's funds in accordance with our procedure in effect at the time.

5. IRA. Each automatic rollover IRA will be a Traditional or Roth IRA, as applicable, based on the information provided by you in Section 2 above. The applicable custodial agreement will be between us and the Account Owner, and its terms will be enforceable by the Account Owner.

6. Initial Investment of IRA. Pursuant to Department of Labor ("*DOL*") regulations in Title 29 of the Code of Federal Regulations Section 2550.404a-2(c)(3)(i)-(iii), you direct us initially to invest the rollover IRA funds in one or more FDIC-insured, interest-bearing bank accounts. After the initial investment, the Account Owner will have discretion to direct the investment of the IRA.

7. Fees and Expenses. You have had the opportunity to review the fee schedule applicable to IRAs established pursuant to this Agreement. We may amend the fee schedule that forms a part of the IRA agreements from time to time as provided in the applicable custodial agreement. The IRA fees and expenses, in effect from time to time, for rollover IRAs established pursuant to this Agreement will not exceed the fees and expenses we charge for comparable IRAs established by us in circumstances other than automatic rollover contributions.

8. Representations and Warranties.

(a) You hereby represent and warrant as follows:

(i) This Agreement has been duly authorized, executed and delivered by you and constitutes a valid and binding agreement of you and the Plan.

(ii) The Plan is intended to be one of the following: (A) a tax-qualified retirement plan described in section 401(a) of the Code; (B) a plan described in section 403(b) of the Code; or (C) a plan described in section 457(b) of the Code maintained by a state or local governmental employer described in section 457(e)(1)(A) of the Code (collectively, a "tax-qualified plan"). You have no reason to believe that the Plan would not be treated as a tax-qualified plan and satisfy the requirements of ERISA (if applicable), the Code and any Laws.

(iii) Any automatic rollover contribution made to us will be made pursuant to the terms of the Plan, the Code and any Laws and is an amount eligible for a direct rollover to an IRA under the Code.

(iv) You have taken all steps necessary to allow us to open IRAs based solely upon the Account Opening Information and to satisfy the safe harbor requirements for an automatic rollover contribution as described in Title 29 of the Code of Federal Regulations Sections 2550.404a-2, 404a-3 and Section 401(a)(31) (B) of the Code, as applicable, and any successor provisions or additional regulatory guidance or Laws that may govern with respect to opening IRAs under this Agreement for active and terminating Plans (collectively, the "Safe Harbor").

(v) You have relied on your own legal counsel and/or other tax/employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor and in executing this Agreement. You have independently concluded that the arrangement for services described in this Agreement satisfies applicable Laws and you have not relied on us and we have not provided any recommendation, investment, legal or tax advice to you in connection with the IRAs to be established pursuant to this Agreement.

(b) We hereby represent and warrant as follows:

(i) This Agreement has been duly authorized, executed and delivered by us and constitutes our valid and binding agreement.

(ii) Each IRA is intended to constitute a Traditional or Roth IRA under the Code, as applicable.

(iii) The IRA agreements will conform in all material respects to the requirements of the Code and Laws applicable to such rollover IRAs.

(iv) Subject to the accuracy of your representations and warranties made above, the IRAs and the services provided under this Agreement are designed to satisfy Safe Harbor for automatic rollover contributions from the Plan to the IRAs.

9. Confidentiality. Each party agrees that all information, including all Account Opening Information, communicated to the other party during the term of this Agreement will be received and held in strict confidence, and will be used only for the purposes of this Agreement, and no such information will be disclosed to third parties by the recipient party, its employees or its agents without the prior written consent of the other party, except that each may share with its respective vendors and agents such confidential information as required for those vendors or agents to carry out their responsibilities with regard to services involving this Agreement, the IRAs and any Custodial Accounts. Each party agrees to take all reasonable precautions to prevent the disclosure to other third parties of such information, including without limitation, the provisions of this Agreement and the IRA agreements, except as expressly provided herein or as may be necessary by reason of subpoena, court order, legal, accounting or regulatory requirements or applicable Laws. You authorize us to release all records and information upon receipt of any request, audit or exam by the DOL, without the need for additional

authorization from the Plan or a subpoena or court order from the DOL. We will notify you of any DOL request for information or documents regarding the Plan prior to complying with any such request.

You acknowledge and agree that from and after the establishment of each IRA, (i) all Account Opening Information supplied by you or an authorized agent, concerning the IRA and its Account Owner, including personally identifiable information, constitutes confidential information belonging to the Account Owner, (ii) such confidential information is not your or the applicable Plan's information; and (iii) our responsibilities as to the protection and confidentiality of such information run solely to the Account Owner and not to you or the applicable Plan.

Custodian has implemented and will maintain an information security program that includes security measures it deems appropriate, including, without limitation, technical, physical, administrative and organizational controls, designed to maintain the confidentiality, security and integrity of Account Owner's confidential information, including Account Opening Information and that are designed to be materially consistent with the cybersecurity recommendations released by the DOL on April 14, 2021, as may be amended or updated from time to time.

10. Computerized Data and Funding Requirements. You or your authorized agent will provide us with electronic files identifying the individuals for whom IRAs are to be established, together with the corresponding funding amount applicable to each individual, in a format acceptable to us. You agree to aggregate the automatic rollover funds from the Plan, including those from uncashed checks, and send them to us via wire transfer, or other method as we may require. The transfer of the electronic files and corresponding rollover amounts will serve as evidence of your direction to establish the IRAs for the Account Owners. Each party will use reasonable practices to avoid introducing any viruses into the other's systems by such electronic files. It is the responsibility of each party or its authorized agent to encrypt such electronic files to the extent and in a manner necessary to protect the confidentiality of the information contained in such files.

11. Authorized Parties. In addition to the directions provided pursuant to Section 10 of this Agreement, you or your authorized agent may direct us to act upon directions, whether written or oral, by telephone, mail or e-mail, and we may rely upon the direction of any individual whom we reasonably believe is authorized to act on behalf of you or your authorized agent.

12. Indemnification. You will indemnify and hold us harmless from any and all liability, claims, damages, costs or expenses (including reasonable attorneys' fees) (collectively "Damages") arising from or claimed to have arisen from (a) your breach of this Agreement, including any representation or warranty made by you in this Agreement, except for Damages arising from our negligence, bad faith or willful misconduct; (b) your or your authorized agent's negligence, bad faith or willful misconduct; (c) inaccurate information provided by you or your authorized agent about the Account Owner, the Plan, or the funds transferred to the IRA; or (d) any act or omission by us arising out of or resulting from our execution of any direction provided by you or your authorized agent.

We will indemnify and hold you harmless from any and all Damages arising from or claimed to have arisen from (a) our breach of this Agreement, including any representation or warranty made by us in this Agreement, except Damages arising from you or your authorized agent's negligence, bad faith or willful misconduct; or (b) our negligence, bad faith or willful misconduct.

13. Limitation of Liability. In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon us any power or responsibility other than those set forth specifically in this Agreement. Nothing in this Agreement is intended to make us a sponsor or administrator of the Plan and, to the contrary, the intent of the parties is that we are not, and will not

become, a fiduciary of the Plan under ERISA, the Code or other Laws.

Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either party be liable to the other for any consequential, indirect or special damages of any nature whatsoever. The limitations of liability and exclusion of damages contained in this Agreement are intended to allocate the risks of this Agreement between the parties, is reflected in the pricing of our offering, and is an essential element of the basis of the bargain between the parties.

The terms of these limitations of liability will survive the termination of this Agreement.

14. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including any challenge to the making of this Agreement or the determination of the scope or applicability or enforceability of this Agreement to arbitrate, will be determined by arbitration in Chicago, Illinois, to the exclusion of any other venue or forum, before a sole arbitrator, in accordance with the laws of the State of Illinois. The arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") under its Comprehensive Arbitration Rules and Procedures ("JAMS Rules") and will be conducted by a retired judge who is experienced in dispute resolution. No consequential or punitive damages will be awarded. Notwithstanding any other rules to the contrary, no arbitration proceeding brought against us will be consolidated with any other arbitration proceeding without our consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction. Each party shall pay its own costs, fees and expenses (including legal fees); provided, however, that each shall pay one-half of all fees paid to JAMS and the arbitrator. You agree that you and the Plan may bring claims and disputes to arbitration only in your individual capacity or for the Plan, and not as a plaintiff or class member in any purported class or representative arbitration. The parties specifically agree and acknowledge that the JAMS Consumer Arbitration Minimum Standards do not and shall not apply to any arbitration that arises from this Article. This includes, but is not limited to, any provisions of the JAMS Consumer Arbitration Minimum Standards that allocate the costs and fees associated with the arbitration, that set the venue for the arbitration, or any other provision of those Standards that conflicts with the terms of this Agreement.

15. Term. This Agreement may be terminated by either party at any time upon sixty (60) days' written notice. Termination will not affect any IRA previously established pursuant to this Agreement (prior to the expiration of the 60-day notice period).

16. Miscellaneous.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, to the extent not preempted by controlling federal law. Any controversies, claims, counterclaims, crossclaims, or disputes arising out of or in any way related to this Agreement, whether sounding in tort, contract, equity, or statute, shall be governed by the laws of the State of Illinois, without reference to that state's conflict of law rules or principles. You hereby submit to the jurisdiction of courts of competent jurisdiction located in the State of Illinois.

(b) Neither party will be in breach of this Agreement as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by circumstances or events beyond the reasonable control of the delaying party.

(c) Any written notice required to be given pursuant to this Agreement will be deemed effective on the earliest of (i) actual receipt, (ii) the next business day following deposit for overnight delivery with a nationally recognized overnight

courier service, and (iii) the same day following transmission of an electronic mail message ("E-mail") during regular business hours, in each case, with fees, if any, prepaid and addressed to the party and/or the Plan's authorized agent, recordkeeper, consultant, servicer, or third party administrator, if any, at the address set forth below or at such other address as that party may notify the other of in writing in accordance with this paragraph.

Under this Agreement, an E-mail transmission is a writing, and the term "address" shall include a party's E-mail address. Each party is entitled to rely on the contact information contained in this Agreement until it has received written notification of a change in such information and has had a reasonable period of time to react to such change. You, your authorized agent or the recordkeeper, consultant, servicer or third-party administrator may provide us with a change of address for the authorized agent, recordkeeper, consultant, servicer, or third-party administrator, respectively.

(d) Either party may assign or transfer this Agreement, or any of its rights and obligations under it upon written notice to the other party, provided the assignee agrees in writing to the obligations of the assigning party set forth in this Agreement.

(e) This Agreement may be amended in any respect and at any time (including retroactively) to comply with the applicable provisions of ERISA, the Code and Laws, without prior notice or consent. This Agreement may be amended for any other reason, which amendment will be deemed effective upon the delivery of the notice of the amendment to you, unless you object thereto by notifying us in writing, within 30 calendar days from the date the notice is delivered.

(f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

(Signature pages follow)

Failure to check the applicable boxes below and on the Additional Plans page, if attached hereto, may result in delays in the establishment of automatic rollover IRAs.

Complete Legal Plan Name (No Acronyms)- Required:

Employer Identification Number (EIN) - Required:

Three-Digit Plan Number (PN) (if applicable):

Your Provider Assigned Plan/Contract ID No.(if applicable):

Plan Status (Must check one):

- Active Plan Terminating Plan

Plan Type (Must check one):

- Defined Benefit Plan¹ Defined Contribution Plan

PLEASE COMPLETE IF APPLICABLE TO THE PLAN

List Service Provider(s) used in connection with this Agreement (if applicable).

Primary Service Provider/Referral Source:

(Please check one, if applicable):

- Recordkeeper Consultant
 Third Party Administrator Other

Entity Name:
Street Address:
City:
State:
Zip:
E-mail:
Attn.:
Phone:

Additional Service Provider (check one, if applicable):

- Recordkeeper Consultant
 Third Party Administrator Other

Entity Name:
Street Address:
City:
State:
Zip:
E-mail:
Attn.:
Phone:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the Plan Fiduciary's acceptance set forth below.

Plan Fiduciary (Entity Name, Not an Individual):

By: _____
Signature

Print Name:
Date:
E-mail:
Street Address:
City:
State:
Zip:
Phone:

Accepted by:

Inspira Financial Trust, LLC

By: 
Signature

Name: Peter Welsh
Title: Head of Retirement Services
Address: 2001 Spring Road, Suite 700
Oak Brook, IL. 60523
Inquires/Notices should be directed to Retirement Services.
E-mail: RS_Sales@inspirafinancial.com

¹We are unable to establish IRAs for participants of terminating defined benefit plans, unless the plan is not covered by the Pension Benefit Guaranty Corporation (PBGC). Most private sector defined benefit plans are covered by the PBGC, but there are some exceptions. It is the Plan Fiduciary's responsibility to determine whether or not the Plan is covered by the PBGC.

AUTOMATIC ROLLOVER IRA FEE SCHEDULE

(Fees subject to change)

Administration and Custody Account Fees

Annual Maintenance Fee	\$35 ¹
Account Closing Fee	\$25 ²
Annual Paper Statement Fee	\$10 ³ (No charge for electronic statements)

Inspira Financial reserves the right to assess up to a \$25 per transaction processing fee for handling distributions for deceased accountholders, processing divorce decrees and conducting annual searches for accountholders with missing or unconfirmed addresses after the one-year anniversary of account establishment. Additional fees may also be charged in connection with the custody and processing of certain types of assets.

Fees associated with your Account are payable in accordance with your custodial agreement and will be deducted from the Account. If the balance in the Account at any time after the application of all fees then due, equals or is less than the Account Closing Fee, the Account will be closed and the balance charged as the Account Closing Fee.

Cash Sweep Program

Account will initially be invested in one or more FDIC-insured, interest-bearing, demand accounts at banks not affiliated with Inspira Financial, which we refer to as the Cash Sweep Program, and any uninvested cash subsequently in the Account (resulting from the sale of an asset, additional contribution or otherwise) will also be invested in the Cash Sweep Program. Net interest is credited to the Account on a monthly basis based on the average cash balance held by the Account in the Cash Sweep Program for that month. The crediting rate is reviewed and revised periodically by Inspira Financial and will exceed the national average of interest rates paid by FDIC-insured depository institutions on savings or similar accounts for the applicable period, as published by the FDIC. You may obtain the current crediting rate by contacting Inspira Financial. For more information on the Cash Sweep Program, including compensation earned by Inspira in connection with the program, see "Cash Sweep Program, Uninvested Funds, Compensation" in your custodial agreement.

¹ The Annual Maintenance Fee covers the establishment and ongoing administration of the account. It is charged upon account establishment and then annually thereafter. If the funded account balance is less than \$250, the Annual Maintenance Fee shall be waived in the first year and thereafter be reduced to \$20.

² If at the time of closing, the account balance (prior to the application of any fees then due) is less than \$250, the account closing fee shall be reduced to \$10.

³ If the funded account balance is less than \$250, the annual paper statement fee will be waived.

Inspira Financial Trust, LLC and its affiliates perform the duties of a directed custodian and/or an administrator of consumer directed benefits and, as such, do not provide due diligence to third parties on prospective investments, platforms, sponsors, or service providers, and do not offer or sell investments or provide investment, tax, or legal advice.

Inspira and Inspira Financial are trademarks of Inspira Financial Trust, LLC.

[COMPANY LETTERHEAD]

MIP LIQUIDATION LETTER

Date: 04/01/2025

Re: MIRA 401(K) PLAN and Plan Number: 72151.

Hello Fidelity Investments,

In accordance with our responsibilities as named fiduciary for the MIRA Dissolution Authority we hereby direct Fidelity Management Trust Company ("FMTC"), in its capacity as Trustee of the Fidelity Group Trust for Employee Benefit Plans, to withdraw the Plan's position in the Managed Income Portfolio ("MIP"). Please be advised that MIRA 401(K) PLAN will be terminating effective 06/30/2025.

We are aware that we are required to give at least 12 but no more than 15 months prior written notice of our intent to liquidate MIP and may have to wait the full 12 months for the proceeds from MIP to be paid. Please provide us with a final liquidation date at your earliest convenience so that we may plan accordingly.

Thanking you,

Sincerely,

Plan Administrator
Title
Phone Number.

ATTACHMENT 4

HR Quarterly Report

Quarter Ending 3/31/25

Year	
CY2024/FY2024	

Quarter	
1QCY25/3QFY25	

Current Employee Info	
Full time	14
Part time	0
Total Employees	14

Benefits	
Traditional	11
Opt-out	3
Provider	Anthem
Broker	Assured Partners
Renewal date	7/1/2025
dental, vision, grp & vol life	Principal
Renewal date	7/1/2025

Salaried	8
Hourly	6
Total Employees	14

Temps	2
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Medical Coverage Status	
	12/31/2024
Family	4
E+1	3
EO	4
Total	11

Changes	
New Hire	0
Dismissal	0
Resignations	0
RIF	0*
Raises (last issued)	7/1/2024
Promotions	0
Probation	0

401K	
Below 5%	2
Employees with loans	1

Demographics	
Female	5
Male	9
Average Age	53.79
Avg Length of Service	19.08
Hartford Residents	0
Participating Town Residents	1

Wellness Stipend	
FY25 (July - March)	2

Injuries (YTD)	
WC/Non WC	
Medical/FMLA	
Lost Time	
OSHA	

*all employees have been given their RIF notices - termination is 6/30/25