

# HERITAGE GROUP RETIREMENT SAVINGS PLAN

## Summary Plan Description

**EFFECTIVE: February 1, 2025** This Summary Plan Description (SPD) describes the Heritage Group Retirement Savings Plan (Plan, Heritage 401k Plan, Heritage Retirement Savings Plan) as it applies to employees who are eligible to participate in the Plan.

Asphalt Materials, Inc. (Asphalt) and other employers that have adopted this Plan (Asphalt and all adopting employers will be referred to as the Company) expressly reserve the right to change, suspend or terminate any of its benefit plans or to change any statement made in this SPD at any time.

Asphalts' decision to amend, suspend, discontinue or terminate the Plan may be due to changes in federal or state laws governing pension benefits, the requirements of the Internal Revenue Code or the Employee Retirement Income Security Act of 1974, as amended, Company policy or any other reason.

The Plan Administrator has the sole discretionary authority to determine eligibility for, and the amount of, benefits and to take any other actions with respect to questions arising in connection with the Plan, including the construction and interpretation of the terms of the Plan. All decisions, determinations and interpretations of the Plan Administrator are conclusive and binding on all persons. If you joined the Company as part of a corporate merger or acquisition, your retirement benefits under your prior employer's plan may have been merged into the Plan. Special rules may apply to your benefits under your merged plan account. These rules are summarized in Appendix A of this SPD. Contact the Plan Administrator if you have questions regarding a merged Plan account. This SPD provides an overview of the Heritage 401k Plan as of the date of its publication, but it does not contain all the detail. All the provisions that pertain to this Plan are in the legal Plan document and other controlling documents. While every effort has been made to provide clear and accurate information about the Plan, if there is any discrepancy between the information in this SPD and the legal Plan documents, the Plan documents will govern. The Plan document also controls over any Plan related information you may receive from a chatbot or similar artificial intelligence program and such program is not a Plan representative.

*No provision of the Heritage 401k Plan is to be considered a contract of employment between you and the Company. The Company reserves the right to change, suspend or terminate any of its benefit plans in whole or in part at any time in the future.*

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# IMPORTANT THINGS TO KNOW AND DO

The Company provides the Heritage 401k Plan to help you and your family build financial security for retirement. This booklet summarizes the main provisions of the Plan, current as of February 1, 2025.

The following tables highlight some of the important things to know about the Plan and things you can do to take advantage of the benefit this Plan has to offer.

## While You Are Working

<b>Read this Summary Plan Description (SPD)</b>	It will help you understand the main features and benefits of the Plan. Special terms are defined in the section “Important Terms to Know.” Highlighted boxes throughout the SPD define terms used in that section and provide a quick look at facts about the Plan.
<b>Designate a Beneficiary</b>	This is the person who will receive your account value if you were to die before receiving full payment of your vested Plan account. See “Your Beneficiary” for more information (Page 10)
<b>Make the Most of Participating in the Plan</b>	Save as much in the Plan as you can as early as you can. Take advantage of tax-deferred savings, Company Matching Contributions and earnings over time.
<b>Invest Wisely</b>	Consider all the investment options available to you. Use the tools Empower offers at <a href="http://www.empowermyretirement.com">www.empowermyretirement.com</a> to learn about investing, change your contribution and investment elections, model your estimated income at retirement, understand your choices and make investment decisions for your future.
<b>Review Your Account Quarterly</b>	Look at your online statement and determine whether you are on track to meet your retirement income goals. You can adjust your contributions and investment elections at any time.
<b>Plan Ahead</b>	Understand the payment options available to you and when you can receive payments from the Plan. Consider your other sources of retirement income like Social Security and how taxes affect what you receive at retirement. Consult financial and tax professionals for advice.

## When You Are Ready to Retire or Leave the Company

<b>Contact Empower</b>	To understand the options available to you contact Empower at 844-465-4455 (8:00 am to 10 pm EST Monday-Friday, and 9:30 am to 5:30 pm on Saturday), or log onto your Heritage 401k Plan account at <a href="http://www.empowermyretirement.com">www.empowermyretirement.com</a> .
<b>If You Retire</b>	Decide how and when to receive the value of your account – in a lump sum, roll over to an IRA, or leave your 401k account in the Heritage 401k Plan for distribution at a later time.
<b>If You Leave Before Retirement</b>	Review the section “Payment or Deferral Options” to understand your choices. You can decide to leave your money in the Plan and continue to invest in the funds available to Plan participants or you may want to roll over the money into another employer’s retirement plan or an IRA. If you chose to receive immediate payment, taxes and penalties may apply.

# ELIGIBILITY AND PLAN PARTICIPATION

## Who is Eligible?

You are eligible to make contributions to the Plan if you are a full or part-time non-union employee of the Company, or union employee of the Company whose union contract provides for participation in the Heritage 401k Plan. Interns and co-op employees are also eligible to participate.

## When Participation Begins

You are eligible to participate in the Plan as soon as you begin working for the Company.

You will be automatically enrolled in the Plan at a 6% before-tax savings rate as soon as administratively feasible following your hire date. If you want to begin contributing at a different contribution rate or make Roth (after-tax) contributions on an after-tax basis, you may contact Empower at 844-465-4455 or create an account at [www.empowermyretirement.com](http://www.empowermyretirement.com).

- Your contributions are credited to your account at the same time as the Company Matching Contributions.
- Whether or not you contribute to the Plan, the Company may make an annual discretionary contribution to your account based on Company performance and other factors.

Interns and co-op employees will not be automatically enrolled and must affirmatively elect to participate in the Plan.

## How the Plan Works

The Plan includes three components:

- Your before-tax and/or Roth contributions.
- Company Matching Contributions made by the Company equal to a percentage of the eligible amount you elect to contribute to the Plan.
- Although not required to do so, the Company may make a discretionary contribution based on Company performance regardless of whether you saved your own money during the year.

The Plan allows you to make before-tax and/or Roth contributions in order to increase your retirement income. You decide how much to contribute to the Plan and how to invest the money in your accounts. Your account value depends on the amount you contribute to the plan, the Company's Matching Contributions, the Company's annual discretionary contribution, if any, and investment earnings or losses on these amounts based on your investment elections.

## Compensation

Eligible compensation for Plan purposes is defined as total taxable cash compensation subject to certain exceptions, and amounts excluded from your income because you defer them to a cafeteria plan, this Plan or a similar plan. Compensation does not include severance pay, contributions to or distributions from non-

qualified deferred compensation plans, fringe benefits (cash or non-cash), taxable medical premiums for domestic partner coverage, taxable moving or automobile reimbursements, third-party sick pay, and other benefits that receive special tax treatment. The Plan Administrator, in its sole discretion, reserves the right to determine if a particular type of pay is considered eligible compensation for Plan purposes.

If you leave the Company for any reason, payments made after your separation from service will not be included in your compensation for purposes of the Plan. However, regular compensation for your services as an employee and accrued but unpaid vacation pay and annual cash bonuses may be included provided these amounts are paid prior to the last day of the month following the date you separated from service.

*You can change the % you're saving any time by contacting Empower at 844-465-4455 or visiting [www.empowermyretirement.com](http://www.empowermyretirement.com)*

## Your Contributions

**About Automatic Enrollment:** If you are a newly hired or rehired employee (other than an intern or co-op employee), you are automatically enrolled in the Plan beginning as soon as administratively feasible after your first day of employment at a default before-tax contribution rate of 6% of each paycheck. That amount will increase 1% each Plan Year until the amount withheld reaches 15% unless you change your contribution amount in which case auto-escalation will cease.

You may change the amount you are saving in the Plan at any time by contacting Empower at 844-465-4455 or visiting [empowermyretirement.com](http://empowermyretirement.com). The increase in the amount automatically withheld from your pay will be effective on the first day of the Plan Year, beginning with the first or second Plan Year following the date deferrals were first automatically withheld from your pay.

**Contributing to the Plan:** You can elect to contribute from 0% to 75% of your eligible compensation each payroll period to the Heritage 401k Plan through convenient payroll deductions. You can choose whether to save with before-tax or Roth (after-tax) dollars, or a combination of both up to the Plan and legal limits.

Your account may also include money you have elected to contribute to the Plan as a rollover from other qualified pension or savings plans. See the section on "Rollover Contributions" for more information (Page 7).

The annual maximum limit for all your before-tax and Roth contributions is \$23,500 for 2025. This annual limit may be adjusted for inflation in future years. This limit applies to all before-tax and Roth contributions you make to this Plan and to any similar plans of any other employer in the same calendar year. The Company will monitor your contributions to this Plan so that you will not exceed the limit. If you contribute to another employer's plan in the same calendar year it is your responsibility to monitor compliance with this limit.

If you exceed the limit because you participate in another employer's plan, you may elect to have excess 401k contributions returned to you from this Plan. To do so, you must provide a written request to Empower by March 1 of the year following the calendar year in which the excess contributions were made. Your written request must state the reason for the return of the contributions and the refund amount you are requesting. Upon the Plan Administrator's approval of your request, the excess contributions and any related investment earnings will be returned to you and may be subject to taxation.

**Before-Tax Contributions:** By making before-tax contributions to the Plan, you lower your current taxable income because you don't pay federal income taxes and most state and local income taxes on these contributions, or their investment earnings, until you withdraw the money from your account. Since you do not receive this money as pay, it is not subject to federal, state and local income taxes until you receive it as a distribution to you from the Plan. Instead, your federal income taxes are based on what could be called your "reduced" pay—that is your gross pay minus any before-tax contributions to this Plan and other before-tax deductions from your pay. As a result of making before-tax contributions to the Plan, federal income taxes will be applied against a lower amount of your compensation.

**Roth Contributions:** When you save with Roth contributions, the amount you save is subject to federal, state and local income taxes in the year it is earned but will **not** be taxed again when it is distributed as a qualified Roth distribution. The associated investment earnings on Roth contributions also will **not** be taxed when they are distributed, if distributed as a qualified Roth distribution. A qualified Roth distribution must be made: (1) after you reach age 59½, die or become disabled, and (2) more than 5 years after the earliest Roth contribution to the Plan.

**Catch-up Contributions:** If you are age 50 or older at the end of the calendar year, the 2025 annual contribution limit on before-tax and Roth contributions is increased to \$31,000. This \$7,500 increase above the \$23,500 annual limit discussed above is referred to as a Catch-up Contribution. This limit may be adjusted in the future for inflation. If you are age 60-63 as of the end of the calendar year, the 2025 annual contribution limit on before-tax and Roth contributions is increased to \$34,750. This \$11,250 increase above the \$23,500 annual limit is your enhanced Catch-up Contribution.

**Rollover Contributions:** If you have received a distribution from the qualified retirement plan of a prior employer, you may roll that money into the Plan at any time even if you are not currently making contributions to the Plan. The Company does not match rollover contributions. You can invest rollover contributions in any of the current investment options and they will continue to grow tax-deferred.

You may make a rollover directly into this Plan from your prior employer's plan. If you received a distribution to you from your prior employer's plan, you have 60 days from the day you received your distribution to roll it over into the Plan. Rolling your contributions into the Plan allows you to avoid the 10% penalty tax which may apply to distributions from your prior plan before reaching age 59½.

**Comparing Before-Tax and Roth Contributions:** Before-tax and Roth (after-tax) contributions are treated differently under the Plan. This chart may help you choose the right type of contribution for you based on your personal needs.

Before-Tax Contributions & Investment Earnings	Roth Contributions & Investment Earnings
<p><u>Time of Contribution:</u> You do <b>not</b> pay income taxes on your contributions before they go into your account.</p>	<p><u>Time of Contribution:</u> You <b>do</b> pay income taxes on your contributions before they go into your account.</p>
<p><u>Time of Distribution:</u> You pay income taxes on your contributions, and any investment earnings, when you receive the money.</p>	<p><u>Time of Distribution:</u> You do <b>not</b> pay income taxes on your contributions, or any investment earnings, when you receive the money as a qualified Roth distribution.</p>
<p>The Company matches up to 7% of your pay, when you contribute 6% or more with any combination of before-tax and Roth contributions (See “Company Matching Contributions”)</p>	<p>The Company matches up to 7% of your pay, when you contribute 6% or more with any combination of before-tax and Roth contributions (See “Company Matching Contributions”)</p>
<p>You pay taxes on any withdrawals you take from your before-tax account value. Early withdrawal tax penalties may also apply for withdrawals before reaching age 59 ½.</p>	<p>You do not pay taxes when you withdraw your Roth contributions (because they’ve already been taxed) if withdrawn as a qualified Roth distribution. A qualified Roth distribution must be made: (1) after you reach age 59½, die or become disabled, and (2) more than 5 years after the earliest Roth contribution to the Plan. A 10% early withdrawal penalty may apply to any earnings withdrawn before reaching age 59 ½.</p>

## COMPANY MATCHING CONTRIBUTIONS

The Company matching contribution is \$1.17 for each \$1.00 of your before-tax or Roth contributions up to 6% of eligible compensation you contribute. The maximum match is 7% when you contribute 6% or more of your eligible compensation, whether you contribute before-tax or Roth contributions or any combination totaling 6% of your pay. The Company matching contribution is always pre-tax, whether your contribution is all pre-tax, all Roth, or a combination of the two.

You are always 100% vested in the value of the Company Matching Contributions credited to your account. Refer to the section “When You Are Vested” (Page 11) for more information on vesting.

*The Company Matching contributions represent a significant addition to your Plan account - at no cost to you! So consider your contributions carefully. If you don't save at least 6% of your pay you are missing out on the Company Matching Contribution available to you.*

### True-up of Company Matching Contributions:

Each plan year, the Plan Administrator will perform an annual review of participant accounts to ensure that each participant receives the maximum permissible Company Matching Contributions based on his or her eligible compensation and contribution rate during the year. If you contributed at least 6% of your compensation for the year to the Plan (either with before-tax or Roth contributions), but did not receive the full Company Matching Contribution available to you because of changes to your contribution rate during the year or the timing of your



contributions during the year, the Company will make an additional contribution to your account, up to the maximum 7% Company Matching Contribution of your annual eligible compensation. This “true-up” Company Matching Contribution will be credited to your Plan account no later than March 1 of the following Plan year.

### Company Discretionary Contributions

The Company may make a discretionary contribution to your account once per year. You are eligible to receive Company Discretionary Contributions in any calendar year in which you work 1,000 hours or more and are employed on December 31 of that year. If you are not employed on December 31 of a particular year because of your retirement after age 60 during that year, or because of disability or death during that year, you remain eligible to receive a Company Discretionary Contribution for that year.

Company Discretionary Contributions are determined each year by the Company’s management based on company performance, among other factors. The Company Discretionary Contribution, if any, will be contributed to your account as a before-tax contribution, without regard to whether you contribute any of your pay as either before-tax or Roth contributions. Refer to the section “When You Are Vested” (Page 11) for information on the vesting of any Company Discretionary Contributions allocated to your account.

### Your Individual Account Under the Plan

Your contributions to the Plan (including any rollover contributions), the Company’s Matching and Discretionary Contributions, and any earnings on these contributions will be credited to an individual account in your name that will be established and maintained by the Plan Trustee and Plan Administrator. The value of your account under the Plan will depend in part on your choice of investments. Your investment choices under the Plan can result in gains as well as losses. The Company, the Plan Trustee and the Plan Administrator will not provide investment advice or guarantee the performance of any investment you may choose. Please visit [www.empowermyretirement.com](http://www.empowermyretirement.com) to take advantage of the many investment tools and resources available to you.

### How It Adds Up

The Company has set this Plan up to help you prepare financially for retirement. If you use it to your advantage, you can watch your Plan account grow over time. The contributions can really add up and the more you save, the larger your account can grow.

**For Example:** Take a look at this example to see how your account can grow over time. Assume an employee is hired at age 40 with annual eligible compensation of \$50,000. Assume that the employee’s compensation increases at 2% per year. The employee contributes 6% of eligible compensation to qualify for the full Company Matching Contribution of 7% each year.

Age	Employee Contribution	Company Matching Contribution	Balance*
40	\$3,000	\$3,500	\$6,663
45	\$3,312	\$3,864	\$46,560
50	\$3,657	\$4,266	\$101,440
55	\$4,038	\$4,711	\$175,857

Age	Employee Contribution	Company Matching Contribution	Balance*
60	\$4,458	\$5,201	\$275,662
65	\$4,922	\$5,742	\$408,372

\*Assumes 5% average annual investment returns. This is for illustrative purposes only and is not an indicator of past or future investment returns.

### Changing or Stopping Your Contributions

You can increase, decrease or stop your contributions at any time by contacting Empower at 844-465-4455 or [www.empowermyretirement.com](http://www.empowermyretirement.com). Changes to your contribution rate election will be effective on the next available pay cycle, or as soon as practicable thereafter. For details about changing your investments, see “Changing Investments” section (Page 13).

## YOUR BENEFICIARY

Your beneficiary is the person who will receive the value of your account as provided in the Plan if you die before receiving it. You are encouraged to name a beneficiary for your Plan account when you become eligible to participate in the Plan. You may change your beneficiary at any time by visiting [www.empowermyretirement.com](http://www.empowermyretirement.com).

If you are married and want to name someone other than your spouse as your beneficiary, you must obtain written, notarized consent from your spouse on your beneficiary designation. If your spouse consents to your choice of another beneficiary, he or she needs to complete the spousal consent section of the Beneficiary Designation Form. If your marital status changes, it is important to review your beneficiary designation. To designate a beneficiary or change a beneficiary, login to your personal account at [www.empowermyretirement.com](http://www.empowermyretirement.com).

*Be sure to name a beneficiary for your 401k account.*

If you are unmarried, name a beneficiary and subsequently marry, your prior beneficiary designation becomes invalid and your spouse will be your beneficiary (unless you obtain proper written spousal consent to designate a different beneficiary as discussed above). The most recent properly executed beneficiary designation on file with Empower when you die will govern the disposition of the value of your Plan account.

If there is no valid beneficiary designation on file with Empower when you die, any death benefits which would have been paid to your beneficiary would be paid to your spouse, if you are married, or if you do not have a spouse, to your estate.

## WHEN YOU ARE VESTED

Vesting means you have a nonforfeitable right to the money in your account. You are always 100% vested in the value of the money you contribute (whether before-tax or Roth) and the Company's Matching Contributions to your account.

You become vested in the Company's Discretionary Contributions to your account and any investment earnings on those contributions after you complete three years of vesting service with the Company. You earn one vesting year of service for a calendar year in which you work at least 1,000 hours. You also become 100% vested in the Company's Discretionary Contributions to your account when you attain age 60 while employed by the Company or if you become disabled or die while employed by the Company, regardless of your years of employment at that time.

Following a participant's separation from service, any non-vested portion of the participant's account will be forfeited and will be used to reduce the Company's future contributions to the Plan or to pay Plan expenses.

## YOUR INVESTMENT OPTIONS

You have a wide range of investment fund options from which to choose for your contributions and for the Company's contributions to your Plan account, allowing you the opportunity to select the investment mix that you think best meets your individual goals. You allocate the accumulated balance in your Plan account and future contributions to your account among the funds by designating the percentage to be invested in each. You can invest any combination of these funds in 1% increments, provided your investment totals 100% of your account balance.

*Investment Fund Options: The Plan's investment fund options include target date funds, stable value funds, bond funds and domestic and international stock funds.*

### The Default Investment Fund

If you do not make an election on how you want your contributions, and any Company Matching or Discretionary Contributions invested among the Plan's investment funds, these contributions will be invested in the Plan's designated default investment fund. The Plan has designated the Target Date Funds as the default investment. The applicable Target Date Fund will be determined by using your birth date and an assumed retirement at age 65. The Target Date Funds are designed for investors expecting to retire around the year indicated in each fund's name. It is important to keep in mind that the Target Date Funds become more conservative as they near their target retirement date. However, like all the Plan's investment options, they involve risk. Your account value is not guaranteed at any time and it is possible to lose money, including near and after your retirement. Please refer to the following table to see how the Plan's default investment fund may apply to you:

Fund Name	Year of Birth	Target Retirement Years
Retirement Income	1947 or earlier	Retired prior to 2013
Target Retirement 2015	1948-1952	2013-2017
Target Retirement 2020	1953-1957	2018-2022
Target Retirement 2025	1958-1962	2023-2027
Target Retirement 2030	1963-1967	2028-2032
Target Retirement 2035	1968-1972	2023-2037
Target Retirement 2040	1973-1977	2038-2042
Target Retirement 2045	1978-1982	2043-2047
Target Retirement 2050	1983-1987	2048-2052
Target Retirement 2055	1988-1992	2053-2057
Target Retirement 2060	1993-1997	2058-2062
Target Retirement 2065	1998 or later	2063 or later

*You can change how your contributions and the Company's contributions are invested at any time.*

### Obtaining Information about the Investment Funds

You will receive information on each of the investment funds directly from Empower when you become eligible to participate in this Plan. You may also obtain this information by logging onto [www.empowermyretirement.com](http://www.empowermyretirement.com), or by calling Empower at 844-465-4455. This information may include:

- A general description of the investment funds
- The investment objectives of each investment fund
- The risk and return characteristics of each investment fund
- The type and level of diversification of assets of each investment fund
- The identity of any ERISA investment managers
- A description of any transaction fees or expenses charged for investment purchases or sales
- A description of the annual operating expenses of each investment fund, including management, administrative and transaction costs that reduce the value of the investment fund, and the aggregate amount of these expenses to the extent such information is provided to the Plan
- Copies of any prospectuses, financial statements and reports and any other materials relating to each investment fund to the extent such information is provided to the Plan
- A list of assets making up each investment's portfolio, to the extent such information is provided to the Plan
- A report of each investment funds' latest available values of the shares or units, including past and current investment performance

- The value of the shares or units of each investment in which you are invested

*Make sure to carefully read the investment fund descriptions and the fund's prospectus before investing.*

### Empower's Professional Management Program

As an alternative to selecting investment choices on your own, Empower offers a Professional Management Program. This feature allows you to access independent, objective advice from investment experts regarding your investment choices. The experts analyze current investment choices in your portfolio, offer recommendations and implement those recommendations over time.

Once the investment direction is set, the program makes periodic adjustments automatically – rebalancing your account and gradually shifting your allocation as you approach retirement. You receive quarterly updates showing your account balance, an estimate of the value of your account when you retire, and any adjustments that have been made in your holdings to help keep your investments headed in the right direction.

In addition to the fund management fees of each mutual fund investment, this Professional Management Program charges a quarterly fee of 0.10% for the first \$100,000, 0.075% for the next \$150,000, 0.05% for the next \$150,000 and 0.0250% for assets in excess of \$400,000. To enroll in the Professional Management Program, visit [www.empowermyretirement.com](http://www.empowermyretirement.com) or call 844-465-4455.

### Changing Investments

You can change how your future contributions (the percentage of your pay deducted from future paychecks) and associated Company contributions are allocated among the Plan's investment funds in multiples of 0.5%.

You may also change the investment of your existing account balance by reallocating your account among the available investment funds. To change your investments or to get your questions answered visit [www.empowermyretirement.com](http://www.empowermyretirement.com) or call 844-465-4455.

Investment direction changes, fund transfers, and fund reallocation requests received by Empower by the close of business of the New York Stock Exchange, generally 4 pm Eastern Time, will be reflected in your account as of the close of business on that day. Changes received after 4 pm Eastern Time or on a non-business day will be reflected in your account at the close of business the following business day.

### Investment Restrictions, Limits on Frequent Investment Exchanges

Because frequent trading activity can adversely impact the management of an investment and increase transaction costs, limits are placed on exchanges and other transactions. If you move money out of an investment, you cannot move money back into that investment for 30 days. This policy applies regardless of the dollar amount. Note that the 30-day clock restarts after every exchange out of the investment.

Additionally, the Putnam Stable Value Fund may limit transfers into a competing fund within 90 days after the last transfer out of this fund. See Notice of Investment Returns and Fee Comparison for more information on investment returns, fees and investment restrictions posted at [www.empowermyretirement.com](http://www.empowermyretirement.com).

## *Important: Read Investment Restrictions on Frequent Exchanges*

### About Investment Risk

**All investments carry risk – some more than others.** You need to understand the potential risks and rewards associated with each fund before investing. No one else, including the Company, controls or is responsible for your investment decisions. The responsibility is yours alone. That's one reason it is so important to familiarize yourself with all the Plan's features and investment choices. You may also want to consult with a financial advisor when making your investment selections.

Empower Retirement is the recordkeeper for this Plan. Fund descriptions and current investment results are available at [www.empowermyretirement.com](http://www.empowermyretirement.com).

### Your Personal Account Statement

Empower will send you quarterly statements or you may elect to receive your statement online. You can see how your account is doing at any time and view your quarterly online statement at [www.empowermyretirement.com](http://www.empowermyretirement.com).

## **BORROWING MONEY FROM YOUR ACCOUNT**

If you are a Plan participant and an active employee of the Company, you can borrow money from the vested portion of your account for any reason, with certain limitations on the amount and terms of the loan. You may have a maximum of one loan outstanding at any time.

The interest rate of your loan will be based on the prime rate of interest plus 1%, updated on a quarterly basis. The interest rate for your loan will remain the same for the duration of the loan. When you borrow, rather than withdraw money from your account, the money you receive as a loan is not subject to income taxes – as long as you repay the loan within the approved period. When you receive a loan, the Plan will charge a fee of \$50 for loan applications made at [www.empowermyretirement.com](http://www.empowermyretirement.com) or by calling 844-465-4455, and a \$25 annual maintenance fee. The application fee will be deducted from your loan proceeds and the annual maintenance fee will be deducted quarterly from your account automatically.

### *You can borrow money from your account and pay yourself back*

Loan requests are processed each business day. The minimum loan amount is \$1,000 and the maximum amount you may borrow cannot exceed the lesser of:

- 50% of your vested account balances as of the date the loan is made
- \$50,000 minus the highest outstanding balance, if any, you had at any one time during the one-year period ending immediately before the date of the new loan (per IRS requirements).

At the time the loan is made, up to 50% of your vested account balances under the Plan will be considered security for the loan.

## Repaying Your Loan

A repayment schedule will be set up when the loan is made. Here are some important things you should know about loan repayments:

- The repayment period is 12-60 months;
- You can prepay your entire loan balance in one lump sum or in partial prepayments at any time during the repayment period. Contact Empower at 844-465-4455 for more information out about prepayments.

Loan repayments are made through payroll deduction. When you repay the loan by payroll deduction, both the principal and the interest will be invested in the Plan based on your investment elections for future contributions in effect at the time of repayment. If you are not making contributions to the Plan when repayments are made, loan repayments will be invested according to the most recent investment election for future contributions you have on record. Repayments of principal and interest will be credited back into the money sources (before-tax, matching, rollover, etc.) from which the loan was made.

Loan repayment arrangements can change if you become disabled, take a leave of absence or go on a military leave. Employees on an unpaid, non-military leave of absence are permitted to suspend their loan payments for the length of the leave up to a maximum of 12 months, provided the loan is repaid within the original 60-month loan term. Employees on a military leave of absence are permitted to suspend their loan repayments for the length of their military leave.

You can continue to make contributions to the Plan while you are repaying your loan.

## Defaulting on Your Loan

If the loan is not paid up to date by the end of the calendar quarter after the calendar quarter in which a payment is first delinquent, the loan will be in default. In that event, the entire outstanding loan balance, consisting of the missed payments, remaining principal and all accrued, but unpaid interest, will be reported to the IRS as taxable income on a Form 1099-R for the year in which the loan defaulted.

If you are still employed at the time of the default, the loan will be considered a deemed distribution. As required by federal tax regulations, a participant's deemed loan will remain in the investment account until a qualifying event occurs, even though income has been reported to the IRS. Loan payments may be made on a deemed defaulted loan. Loan payments will be recognized as after-tax cost basis for the purposes of taxation at the time the participant takes a distribution. See "Tax Consequences of Distributions" for more information (Page 17).

If you default on your loan after you leave the Company, your loan will be offset and will not remain an investment of your account.

## If Your Employment is Terminated Before Your Loan is Repaid

If you leave the Company for any reason before the loan is repaid in full, the amount you owe will be treated as a distribution subject to taxes (including a possible penalty tax on early withdrawals) unless you continue to make

loan payments to avoid default. Participants should contact Empower Retirement for information on how to submit loan repayments after severance from employment. Despite any grace periods permitted with respect to late loan payments, if a loan has not been fully repaid by the end of its term, the outstanding balance will be treated as a loan offset.

## WITHDRAWING MONEY FROM YOUR ACCOUNT WHILE EMPLOYED BY THE COMPANY

**In-Service Withdrawals:** Once you reach age 59 ½ and are still employed by the Company, you are allowed to withdraw money from your vested Plan accounts. You may withdraw once per year up to 100% of your vested account.

**Change of Heart Withdrawals:** If you were automatically enrolled in the Plan and decide you do not want to participate in the Plan, you may request a withdrawal of amounts withheld from your pay along with earnings on those amounts, as long as your request is received by Empower no later than 90 days after the date of your first payroll contribution to the Plan.

**In-Plan Roth Rollovers:** You may elect to make a direct rollover to your Roth account from funds in your Before-Tax Contributions account, Company Matching Contributions account, your Rollover account, and your Company Discretionary Contributions account if you are fully vested in that account. You can make this election by contacting Empower at 844-465-4455. You may make the election anytime, but not more than once in any 6-month period. Funds rolled over to your Roth account by making this election are taxable to you in the year the rollover occurs. An In-Plan Roth Rollover cannot be reversed after the transfer is made.

**Domestic Abuse Distributions:** You may take a distribution if you or a member of your household are victims of domestic abuse. The distribution can be taken within one year of the date of the abuse. You may withdraw up to the lesser of: (1) \$10,000 or (2) 50% of your vested account balance. This distribution can be repaid within 3 years.

**Qualified Disaster Recovery Distributions:** If your house is in a federally declared disaster area and you've sustained an economic loss, you can take a distribution up to \$22,000. Generally, the distribution must be taken within 180 days of the disaster period. This distribution can be repaid within 3 years.

## PAYMENT OF BENEFITS

The full vested value of your account becomes payable to you when you leave the Company because of retirement, disability, or other termination of employment. You may either elect a lump sum payment or defer payment of your benefits. In the event of your death your account will be paid to your beneficiary.

**Required Minimum Distributions:** If you choose to defer payment of your benefits, federal law requires that payments of amounts other than Roth amounts begin the later of 1) April 1 of the calendar year after the year you reach age 73 if born on or after January 1, 1951 (if you were born on or before June 30, 1949, your required minimum distribution age was 70½, if you were born on or after July 1, 1949 and on or before



December 31, 1950 your required minimum age was 72; and if you were born on or after January 1, 1960 your required minimum age will be age 75) and; or 2) April 1 of the calendar year after the year you retire from the Company. You cannot rollover Required Minimum Distributions to another retirement plan. Roth amounts are not subject to the Required Minimum Distribution rules during your lifetime.

**Payment or Deferral Options:** If you leave the Company, retire, die or become disabled, you or your beneficiary may begin to receive payments from the Plan or defer payment to any later date, subject to the Required Minimum Distribution rule described above.

At the time of your termination if the value of your vested account balance is \$7,000 or less, it will be paid out automatically in one lump sum payment. If the value of your vested account balance is \$7,000 or less, and you do not otherwise direct Empower as to the distribution of your account, your vested account balance will be rolled over to a Millennium Trust Individual Retirement Account. If your vested account balance exceeds \$7,000, your account balance will remain in the Plan until you instruct Empower to distribute all or a portion of it (subject to the Required Minimum Distribution rules noted above).

*To receive benefits, you or your beneficiary must contact Empower at 844-465-4455.*

**Rollovers:** When your employment terminates, you will receive a final distribution package from Empower that includes descriptions of your distributions options and explains the tax implications of the options in greater detail. However, you may defer federal income taxes (and any 10% early payment penalty tax) on any taxable distribution to the extent that you elect to roll it over into a traditional IRA or another eligible employer plan. If you make a direct rollover to a traditional IRA or eligible employer plan, you will not pay federal income taxes until you withdraw the money from that IRA or eligible employer plan.

**Tax Consequences of Distributions:** Like in-service withdrawals, distributions from your Plan account after you leave the Company may have significant tax consequences. You should discuss any tax questions with your tax or financial advisor before taking a distribution or withdrawal from the Plan.

The Plan Administrator is required to withhold federal income taxes equal to 20% of the taxable portion of your payment unless you roll over your distribution directly into a traditional IRA or eligible employer plan. Your distribution may also be subject to a 10% early withdrawal penalty tax in addition to regular income taxes, unless you are: at least age 59 ½; receiving the distribution following your retirement or other separation from employment at or after age 55; critically ill; or on long-term disability. IRS Form 5329 ([www.irs.gov](http://www.irs.gov)) provides more information on the 10% early payment penalty tax. Additional state and local taxes may apply.

You are responsible for complying with applicable federal, state and local tax laws when you receive a distribution from the Plan.

## WHAT IF ...

**You Leave the Company:** You are entitled to receive the vested value of your account balance as follows:

- If the value of your account balance is \$7,000 or less, an Empower Termination Kit will be mailed to you

30 days after your termination date. If you don't otherwise instruct Empower as to the distribution of your account, your account will be rolled over to an IRA;

- If the value of your account balance is more than \$7,000, you may at any time elect to receive a lump sum distribution or roll it over to an IRA or eligible employer plan. Your account will be distributed without your election in accordance with the Required Minimum Distribution rules.

**You are Disabled:** If you become long-term disabled while employed by the Company, you become 100% vested in Company Discretionary Contributions, regardless of your actual years of employment. You are always 100% vested in contributions you make to the Plan and the Company Matching Contributions.

**You Die:** If you die while employed by the Company, you become 100% vested in Company Discretionary Contributions, regardless of your actual years of employment. You are always 100% vested in contributions you make to the Plan and the Company Matching Contributions.

Your beneficiary must apply to the Plan to receive payment. For more information on selecting a beneficiary, refer to the section, Your Beneficiary. Your Beneficiary will also be subject to Required Minimum Distribution rules and Empower will inform your Beneficiary of such distribution requirements.

**You Have a Break in Service:** If you leave the Company and then return, your prior period of employment will be added to your next period of employment beginning on your most recent date of hire to your next termination date. If you took a distribution from your account following your prior termination of employment, any unvested amounts that were forfeited under the Plan (see section "When You Are Vested" on Page 10) may be restored to your account if you repay the full amount of the distribution within five years of the date of the distribution.

**You Transfer Employment to an Affiliated Company and You Are No Longer Eligible to Continue**

**Participating in the Heritage 401(k) Plan:** If you transfer employment to an affiliated company and you are not eligible to continue participating in the Heritage 401k Plan, your account at Empower remains active and visible to you at [www.empowermyretirement.com](http://www.empowermyretirement.com). However, you are not eligible to make payroll contributions to your Empower account, receive Company Matching Contributions or Company Discretionary Contributions, or receive a distribution. You are also not permitted to take out a loan during the time you are not an employee of the Company.

**You Go on Military Leave:** The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) guarantees certain rights to eligible employees who enter military service.

Upon reinstatement after your military leave, you are entitled to the seniority, rights and benefits associated with the position held at the time your employment was interrupted, plus additional seniority, rights and benefits that would have been attained if your employment had not been interrupted. These rights include service credit under the Plan for the period of leave and the right to make up any contributions that would otherwise have been made to the Plan during the leave. These make-up contributions will be matched by the Company as provided under the Plan. And if you die while performing qualified military service, your beneficiary will also receive any missed Company Discretionary Contributions attributable to the period you were serving in the military.

# IMPORTANT PLAN INFORMATION

**Filing a Claim for Benefits:** When you leave the Company, you may begin receiving the vested value of your Plan account. Contact Empower at 844-465-4455 to request payment of your benefits.

**Your Right to Appeal:** If you feel you have a right to a benefit under the Plan that you have not received, you may make a written request for the benefit that is signed by you or your representative. This section of your SPD explains how you can appeal a benefit denial.

- Time Frame for Claim Determinations – The Plan Administrator will notify you of an adverse benefit determination within a reasonable period of time, but not later than 90 days after receiving the claim. This 90-day period may be extended for up to an additional 90 days if the Plan Administrator determines that special circumstances require an extension of time for processing the claim, and notifies you before the initial 90-day period expires of the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a determination.
- An Adverse Benefit Determination will include:
  - » The specific reason(s) for the adverse benefit determination
  - » References to specific Plan provisions on which the determination is based
  - » A description of any additional material or information necessary for you to perfect the claim and an explanation of why that material or information is necessary
  - » A description of the Plan’s appeal procedures and time limit applicable to these procedures, including a statement of your right to bring a civil action in federal court under ERISA after an appeal of an adverse determination.
- Procedures for Appealing an Adverse Benefit Determination – within 90 days of receipt of an adverse determination, you or your representative have the right to:
  - » Submit written comments, documents, records and other information relating to the claim for benefits, requesting review of the denial of the claim, signed by you or your representative.
  - » Request free of charge reasonable access to and copies of all documents, records and other information relevant to your claim for benefits.

The Plan Administrator will notify you of its benefit determination on review of the appeal within 60 days after receipt of your appeal by the Plan. This 60-day period may be extended for up to an additional 60 days, if the Plan Administrator both determines that special circumstances require an extension of time for processing the claim, and notifies you, before the initial 60-day period expires, of the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a determination on review.

In the event an extension is necessary due to your failure to submit necessary information, the Plan's time frame for making a benefit determination on review is stopped from the date the Plan Administrator sends you an extension notification until the date you respond to the request for additional information.

The Plan Administrator's notice of an adverse benefit determination on appeal will contain all of the following information:

- The specific reason(s) for the adverse benefit determination.
- References to the specific Plan provisions on which the benefit determination is based.
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim.
- A statement describing any voluntary appeal procedures offered by the Plan and your right to obtain the information about such procedures, and a statement of your right to bring an action in federal court under ERISA.

**Legal Action:** You must use and exhaust the Plan's administrative claims and appeals procedures before bringing suit in either state or federal court. Similarly, failure to follow the Plan's prescribed procedures in a timely manner will also cause you to lose your right to sue regarding an adverse benefit determination. You must file any lawsuit related to Plan benefits within **one year** of the date your appeal was denied.

## How You May Lose Benefits

Certain circumstances may reduce or eliminate the benefits you would otherwise receive from the Plan. For example:

- You will not be permitted to contribute to the Plan or receive Company contributions under the Plan if you do not meet the eligibility requirements for participation; if you are no longer receiving eligible pay; if you transfer to an affiliate that does not participate in the Plan, or you die.
- If you are eligible to participate but elect not to contribute to the Plan, you will not receive any Company Matching Contributions.
- If you are not fully vested when you leave the Company, you will not be entitled to receive distribution of any unvested Company Discretionary Contribution made on your behalf, nor any of the earnings on these contributions.
- The amount paid out from the Plan will be reduced as a result of any declines in the value of the investment fund you have elected, based on the market value of your account in each investment fund at the time your account is paid out.
- Your account cannot be used as collateral or to satisfy any debts or liabilities except if a court order concerning child support, alimony or marital property rights so decrees. Then, to the extent directed by the order, the money in your Plan account may be payable to someone other than you or your designated beneficiary.

- If the Plan does not pass required nondiscrimination tests, all or a portion of the contributions made on behalf of highly compensated employees may be reduced. Nondiscrimination tests are required by law to ensure a fair mix of contributions from employees at all income levels. You will be notified if you are affected by this rule.
- If you go on an unpaid leave of absence, you will not be able to contribute to the Plan and you will not receive any Company Matching. You remain eligible to receive the Company Discretionary Contributions if you met the eligibility requirements.
- If you take a loan from the Plan, your account will be charged an administrative fee to process the loan which will reduce your vested account balance.
- Plan expenses and expenses attributable to the management and investment of the Plan’s investments funds are charged pro rata against each of the respective investment funds (as discussed in Plan Expenses below).

### 404(c) Compliance

It is Asphalt’s intention as the Plan Sponsor that the Plan comply with the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and Title 29 of the Code of Federal Regulations Section 2550.404c-1.

A plan may be considered a Section 404(c) plan if it complies with rules regarding provision of adequate investment options and information on those options. It must also provide you and your beneficiaries with information on any fees that may be charged by investment managers or the plan. With a Section 404(c) plan, you and your beneficiaries bear responsibility for your investment decisions. The people responsible for administering the plan and managing the investments, the plan’s fiduciaries (those who administer the plan), will be relieved of liability for any losses resulting from investment instructions given by you or your beneficiaries.

### Plan Expenses

The costs of administering the Plan are paid from the Plan’s assets and from individual participant accounts under the Plan, unless paid for by the Company.

Generally, administrative expenses are charged directly against your plan account. These administrative costs include but are not limited to such items as daily recordkeeping activities, third-party audits and other regulatory reporting requirements. Current information regarding the amount of any Plan fees allocated to your account can be found by contacting Empower at 844-465-4455 and speaking with a representative or by logging into [www.empowermyretirement.com](http://www.empowermyretirement.com). The below chart details administrative fees as of the date noted in the respective column and may be updated from time to time (with current information available from Empower):

Administrative Fees	As of 2/1/2025	As of 4/1/2025
Participant Account Fee (annual fee)	\$61	\$53
Loan origination (one-time fee for each loan)	\$50	\$75

Loan maintenance (annual fee)	\$25	\$50
Separation from service withdrawals (per withdrawal)	\$50	\$75
Deminimus withdrawals (under \$7,000 for terminated participants, amount per withdrawal)	\$50	\$50
In-service withdrawals (per withdrawal)	\$50	\$50
QDRO (for each order)	\$300	\$300
Required minimum distributions	\$0	\$0
Death/disability withdrawals	\$0	\$0
Express delivery (for each delivery)	\$40	\$50

Fees and expenses attributable to the management and investment of the Plan's investment funds are charged pro rata against each of the respective investment funds. Additional information about investment management fees is included in the information describing each investment fund. Refer to the description of each fund provided on Empower's website at [www.empowermyretirement.com](http://www.empowermyretirement.com) or the fund's prospectus for more information

### Qualified Domestic Relations Order

A Qualified Domestic Relations Order (QDRO) is a legal judgment, decree or order that recognizes the rights of an alternate payee under the Plan with respect to a child's or other dependent's support, alimony or marital property rights. The Company is legally required to recognize QDROs that comply with the terms of the Plan.

If you become legally separated or divorced, a portion or all of your benefit under the Plan may be assigned to someone else to satisfy a legal obligation you may have to a spouse, former spouse, child or other dependent. The cost of qualifying the court order and segregating your account is payable by you. In some cases, the court order may state that the cost be shared between you and the alternate payee.

There are specific requirements the court order must meet to be recognized by the Plan Administrator and specific procedures regarding the amount and timing of payments. Participants and beneficiaries may obtain, without charge, a copy of the procedures governing QDRO determinations under the Plan by contacting Empower at 844-465-4455.

### Summary Plan Document

This Summary Plan Document (SPD) is intended to help you understand the main features of the Plan. It should not be considered as a substitute for the official Plan document which governs the operation of the Plan. That document sets forth all of the details and provisions concerning the Plan and is subject to amendment. If any questions arise that are not covered in this SPD or if this SPD appears to conflict with the official Plan document, the text of the official Plan document will determine how questions will be resolved. To request a copy of the Plan document, contact HR Shared Services at 800-303-0408.

### Limitation on Assignment

Your rights and benefits under this Plan cannot be assigned, sold, transferred or pledged by you or reached

by your creditors or anyone else except under limited circumstances. However, the law does permit the assignment of all or a portion of your interest in the Plan to your former spouse or children as part of a Qualified Domestic Relations Order.

## The Company's Right to Amend or Terminate the Plan

It is Asphalt's intent that the Plan will continue indefinitely. However, Asphalt, as Plan Sponsor, reserves the right to amend, modify, suspend or terminate the Plan, in whole or in part, in accordance with Plan provisions. Plan amendments, modifications, suspension or termination may be made for any reason, and at any time, and may, in certain circumstances, result in the reduction or elimination of benefits or other features of the Plan to the extent permitted by law. Regardless of any changes made to the Plan, you will always be entitled to the current value of your vested account, to the extent required by law.

If the Plan is completely or partially terminated, affected participants may become fully vested in the benefits they have accrued to that point. In the event of a complete Plan termination, participants would be fully vested in their accrued benefits and the benefits would be distributed as soon as practicable in accordance with Plan provisions and applicable law.

## Plan Administration/Interpretation

The Heritage Group Retirement Savings Plan Committee, as Plan Administrator, has full discretionary authority to administer and interpret the Heritage 401k Plan and to determine answers to all questions that may arise under the Plan including but not limited to eligibility, benefit determinations, interpretation of Plan provisions and operation of the Plan. The Plan Administrator has the right to delegate its authority under the Plan to another party. Decisions by the Plan Administrator, or any authorized delegate, will be conclusive and legally binding on all parties.

## Receiving Advice

The Company cannot advise you regarding tax, investment or legal considerations relating to the Plan. Therefore, if you have questions regarding benefit planning, you should seek advice from a personal advisor.

## Pension Benefit Guaranty Corporation

Benefits provided under the Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of ERISA because the insurance provisions are not applicable to this type of plan.

## Your Employment

This SPD provides detailed information about the Heritage 401k Plan and how it works. This SPD does not constitute an implied or express contract or guarantee of employment. Similarly, your eligibility or your right to benefits under the Plan should not be interpreted as an implied or express contract or guarantee of employment. The Company's employment decisions are made without regard to benefits to which you are entitled upon employment.

## Your Rights under ERISA

As a participant in the Heritage 401k Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits:**

Additional information about fees and expenses is available from the Plan Administrator. In addition, information about investment management fees is included in the information describing each investment fund. Refer to the description of each fund provided on Empower's website at [www.empowermyretirement.com](http://www.empowermyretirement.com) or the fund's prospectus for more information.

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan including a copy of the Plan's latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain quarterly statements of your Plan account. The Plan must provide the statement free of charge.

#### **Prudent Actions by Plan Fiduciaries:**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate this Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

#### **Enforce Your Rights:**

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right to know why, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If your claim for benefits is denied or ignored, in whole or in part, you may file a suit in a state or federal court, but only after you have exhausted this Plan's claims and appeals procedures, as described in the



section “Legal Action.” In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the party you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### Assistance with Your Questions:

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-EBSA, logging on to [www.dol.gov](http://www.dol.gov) or contacting the EBSA field office nearest you.

### Plan Administration

This information about the administration of the Plan is provided in compliance with the Employee Retirement Income Security Act (ERISA) of 1974, as amended. While you should not need these details on a regular basis, the information may be useful if you have specific questions about your Plan.

#### Details About Plan Administration

<b>Formal Plan Name</b>	Heritage Group Retirement Savings Plan
<b>Employer/Plan Sponsor and Named Fiduciary</b>	Asphalt Materials, Inc. 5400 West 86 <sup>th</sup> Street Indianapolis, IN 46268
<b>Plan Administrator</b>	The Heritage Group Retirement Savings Plan Committee ATTN: Employee Hub 6510 Telecom Drive, Suite 180 Indianapolis, IN 46278 Phone: 800-303-0408 Fax: 317-228-8424 Email: <a href="mailto:EmployeeHub@thgrp.com">EmployeeHub@thgrp.com</a>
<b>Plan Recordkeeper</b>	Empower Retirement 8515 East Orchard Road Greenwood Village, CO 80111 (Empower plan number 194630-01) 844-465-4455
<b>Employer Identification Number</b>	35-1002095

<b>Type of Plan</b>	Multiple-employer defined contribution plan that contains a 401(k) feature; it is intended to comply with Section 404(c) of ERISA. It is also considered a profit sharing plan. Because the Plan is a defined contribution plan, it is not insured by the Pension Benefit Guaranty Corporation (PBGC).
<b>Plan Number</b>	002
<b>Plan Year</b>	January 1 through December 31
<b>Agent for Service of Legal Process</b>	CT Corporation System 150 West Market Street Suite 800 Indianapolis, IN 46204
<b>Trustee</b>	Great-West Trust Company, LLC 8525 East Orchard Road Greenwood Village, CO 80111
<b>Type of Administration</b>	Trusted plan
<b>Plan Funding</b>	The Plan is funded by employee contributions based on the employee's election and contributions from the Company based on the amount the amount the employee contributes as well as other non-elective Company contributions based on Plan provisions. Contributions are held in a trust fund and are separate from Company assets.

## IMPORTANT TERMS TO KNOW

The following terms will help you understand the features and benefits of the Heritage 401K Plan. For information on your investment options, fund performance and up-to-date account balance information, contact Empower at 844-465-4455, or [www.empowermyretirement.com](http://www.empowermyretirement.com).

**Catch-up Contributions.** The additional before-tax or Roth contributions you can make to the Plan in the year you are age 50 or older. Catch-up Contributions are subject to limits set by federal law.

**Company.** The Heritage Group and affiliated companies that are participating employers in the Plan:

1. Asphalt Materials, Inc.
2. Avenew Roads, LLC (a participating company in this Plan effective February 15, 2022)
3. Bituminous Materials & Supply, LP
4. Emulsicoat, Inc.
5. Heritage Aggregates, LLC
6. Envita Solutions, LLC (formerly Heritage Interactive Services, LLC)
7. Laketon Refining Corporation
8. Milestone Contractors, LP
9. Monument Chemical, Inc.
10. Monument Chemical Bayport, LLC
11. Monument Chemical Houston, LLC
12. Monument Chemical Kentucky, LLC

13. Real Estate Recovery Capital, LLC
14. US Aggregates Inc.

**Company Matching Contributions.** The amount the Company contributes as a matching contribution when you contribute to the Plan.

**Company contributions.** Contributions including Company Matching Contributions and Company Discretionary Contributions made by the Company on your behalf.

**Disabled.** You are considered disabled under this Plan if you are eligible to receive disability benefits under a long-term disability plan sponsored by the Company.

**Employee contributions.** The contributions you make to the Plan on a before-tax and/or an after-tax Roth basis to save for retirement. The amount you can contribute is limited each year by federal law.

**Mutual fund.** A kind of fund in which your money is pooled with money from other investors. A professional money manager buys and sells securities with this money with the intent of earning a profit for the fund's investors. Each mutual fund has its own objective, based on a targeted level of investment risk and return.

**Plan.** Heritage Group Retirement Savings Plan.

**Retirement age.** Retirement age is as early as age 60 under this Plan.

**Return.** The rate an investment earns, expressed as a percentage. It generally refers to the change in value (increase or decrease in unit or share price) and any income earned on the investment.

**Risk.** The chance that you might lose a portion of your money.

**Vesting.** Your right to the value of your account balance at a given time.

## APPENDIX

If you joined the Company as part of a corporate merger or acquisition, your retirement benefits under your prior employer's retirement plan may have been merged into this Plan. Generally, if your benefits under your prior employer's plan are payable under this Plan, then those benefits (to the extent they are vested) will be paid out under the same terms as other Plan benefits. However, in certain circumstances, special rules regarding vesting and distribution options may apply under the Plan for those participants who participated in a prior employer plan that merged into the Plan. The table below shows which plans have merged into the Plan, the accounts that have been established to keep track of certain types of contributions from the merged plans, and special vesting and distribution rules that apply to those merged plan accounts. If you have any questions, you should contact the Plan Administrator.

Merged Plan	Merged Plan Accounts	Vesting Rules	Distribution Rules
Heritage Interactive Services, LLC Retirement Savings Plan X	Accounts accrued as of July 31, 2011	N/A	In-service withdrawals are permitted on or after age 60.  Withdrawals of rollover contributions are permitted at any time.
Western States Asphalt, LLC 401(k) Plan	Accounts accrued as of September 8, 2019	N/A	Withdrawals of any portion of a participant's vested account are permitted at any time. There is no minimum withdrawal required and any number of withdrawals may be made in a plan year.  Withdrawals of rollover contributions are permitted at any time.
Rineco Chemical Industries, Inc. 401(k) Plan	Accounts accrued as of March 23, 2020  Participants employed by Rineco Chemical Industries Inc. or Rineco Transportation, LLC during the 2020 Plan Year shall be entitled to an allocation of a profit-sharing contribution contributed by either employer, even if such participant has not met the eligibility requirements to receive such an allocation under the terms of the Plan.	100% vested	In-service withdrawals of the vested account balance are permitted on or after age 59½. No minimum withdrawal amount is required, and any number of such withdrawals may be made in a plan year.
Monument Chemical Bayport, LLC 401(k) Plan	Accounts accrued as of March 23, 2020	N/A	In-service withdrawals of vested accounts are permitted on or after age 59½. No minimum withdrawal is required. One such distribution is permitted in a plan year.
Meigs Transport, LLC	Accounts accrued as of March 23,	100% vested	In-service withdrawals of

Merged Plan	Merged Plan Accounts	Vesting Rules	Distribution Rules
401(k) Plan and Henry C. Meigs, LLC 401(k) Plan	2020		<p>vested accounts are permitted on or after age 59½. No minimum withdrawal required, and any number of such withdrawals may be made in a plan year.</p> <p>Withdrawals of rollover contributions are permitted at any time.</p>
ProTack, LLC 401(k) Plan	Accounts accrued as of March 23, 2020	<p>100% vested in matching contributions.</p> <p>Nonelective contributions will continue to vest in accordance with the following vesting schedule:</p> <p>1 Year of Vesting Service – 0% vested  2 Years of Vesting Service – 20% vested  3 Years of Vesting Service – 100% vested</p>	<p>In-service withdrawals of vested accounts are permitted on or after age 59½. No minimum withdrawal required, and any number of such withdrawals may be made in a plan year.</p> <p>Withdrawals of rollover contributions are permitted at any time. No minimum withdrawal is required, and any number of such withdrawals may be made in a plan year.</p>
Tri-State Asphalt, LLC 401(k) Profit Sharing Plan	Accounts accrued as of March 23, 2020	<p>100% vested in matching contributions.</p> <p>Nonelective contributions will continue to vest in accordance with the following vesting schedule:</p> <p>1 Year of Vesting Service – 0% vested  2 Years of Vesting Service – 20% vested  3 Years of Vesting Service – 100% vested</p>	<p>In-service withdrawals of vested accounts are permitted on or after age 59½. No minimum withdrawal required and any number of such withdrawals may be made in a plan year.</p> <p>Withdrawals of rollover contributions are permitted at any time.</p>
Walsh & Kelly, Inc.	Accounts accrued as of April 14,	100% vested in matching	In-service withdrawals of

Merged Plan	Merged Plan Accounts	Vesting Rules	Distribution Rules
401(k) Plan	2021	contributions account, nonelective employer contributions account and Walsh & Kelly, Inc. Employees Defined Contribution Pension Plan money purchase pension account.	<p>vested accounts are permitted on or after age 59½. No minimum withdrawal required and any number of such withdrawals may be made in a plan year.</p> <p>Withdrawals of rollover contributions are permitted at any time.</p> <p>Qualified joint and survivor annuity and qualified preretirement survivor annuity rules apply to the portion of the account that relates to the Walsh &amp; Kelly, Inc. Employees Defined Contribution Pension Plan. Contact the Plan Administrator for more information.</p>
Wabash Valley Asphalt Company, LLC 401(k) Savings Plan	Accounts accrued as of January 16, 2022	100% vested in after-tax contributions account and nonelective contributions account	<p>In-service withdrawals of vested accounts are permitted on or after age 59½. No minimum withdrawal required and any number of such withdrawals may be made in a plan year.</p> <p>Withdrawals of rollover contributions are permitted at any time.</p>
Retriev Technologies Incorporated 401(k) Profit Sharing Plan	Accounts accrued as of March 21, 2022	100% vested in matching contributions account and nonelective contributions account	In-service withdrawals of vested accounts are permitted on or after age 59½. No minimum withdrawal required and any number of such

Merged Plan	Merged Plan Accounts	Vesting Rules	Distribution Rules
			<p>withdrawals may be made in a plan year.</p> <p>Withdrawals of rollover contributions are permitted at any time.</p>
Primco, Inc. 401(k) Profit Sharing Plan	Accounts accrued as of June 14, 2022	100% vested in nonelective contributions account and Primco, Inc. Money Purchase Pension Plan money purchase pension account.	Qualified joint and survivor annuity and qualified preretirement survivor annuity rules apply to the portion of the account that relates to the Primco, Inc. Money Purchase Pension Plan. Contact the Plan Administrator for more information.
Speedway Sand & Gravel, Inc. 401(k) Plan	Accounts accrued as of June 14, 2022	100% vested in nonelective contributions account and Speedway Sand & Gravel Money Purchase Pension Plan money purchase pension account.	Qualified joint and survivor annuity and qualified preretirement survivor annuity rules apply to the portion of the account that relates to the Speedway Sand & Gravel Money Purchase Pension Plan. Contact the Plan Administrator for more information.
Speedway Transit Mix & Concrete Plant Management, Inc. 401(k) Plan	Accounts accrued as of June 14, 2022	100% vested in nonelective contributions account	
Frank's Vacuum Truck Service 401(k) Profit Sharing Plan	Accounts accrued as of June 26, 2023	100% vested in matching contributions account and non-elective contributions account	In-service withdrawals of vested accounts are permitted on or after age 59½. No minimum withdrawal required and any number of such withdrawals may be made in a plan year.

Merged Plan	Merged Plan Accounts	Vesting Rules	Distribution Rules
			Withdrawals of rollover contributions are permitted at any time.

Effective February 1, 2025