# XYZ 401(k) Plan The XYZ Stable Value Fund As of December 31, 20XX

This booklet summarizes information about the stable value fund investment option (the "Fund") offered in your employee benefit plan ("the Plan"). You should review this booklet and the risks of an investment in the Fund before you choose the Fund as an investment vehicle for your retirement plan.

The Fund is not a mutual fund or otherwise considered an investment company and, accordingly, is not required to be registered under the Investment Company Act of 1940, nor is the Fund a collective investment trust, which is also exempt from registration.

This disclosure booklet does not contain information which would otherwise be included if registration under the Investment Company Act of 1940 or other federal securities laws were required. As used in this disclosure booklet, "you" and "your" refer to the interest of a participant in the Plan (and an investor in the Fund) and "we" and "our" refer to the role of Galliard as the Investment Advisor to the Fund.

For additional information, please contact your Plan Administrator.

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### YOUR INVESTMENT AT A GLANCE

Thank you for your consideration of the Fund as an investment for your retirement assets.

The Fund primarily invests in "Investment Contracts" which are vehicles that, under generally accepted accounting principles, are valued at "book" rather than "market" value. While market value typically means the amount a willing buyer could buy an asset from a willing seller at a particular point in time, "book" value is different. For an investment contract, book value starts with the original principal deposited with the contract issuer and then is adjusted for accrued interest, deposits, withdrawals and certain accounting requirements. The reason the Fund is allowed to value its Investment Contracts at book value is because the Fund has secured the book value coverage by a financially responsible third party, such as a bank or insurance company. Book value accounting treatment tends to smooth out variabilities in the Fund's price per unit or net asset value ("NAV"). As a result, the Fund is commonly referred to as a "stable value fund."

The book value coverage of the Fund's Investment Contracts are, however, subject to certain important limitations which are referred to in this booklet under the section entitled "Principal Risks." Key risks include, but are not limited to, risks related to the default of the issuers of the Fund's Investment Contracts or other credit impairments, liquidity or concentration issues or events related to your employer. Please take time to review the information contained in the Principal Risks section. It is important that you understand the risks involved with making an investment in the Fund. This investment, like any investment, is subject to a risk of loss of principal and interest and past performance is no guarantee of future results. The Fund maintains an investment strategy which guides the purchase of the Fund's Investment Contracts and other securities. Please refer to the section of this booklet titled "Principal Investment Strategies" for more information.

The Fund's Total Annual Operating Expenses are detailed in the Total Annual Fund Operating Expenses table in the "Fees and Expenses" section of this booklet. Total Annual Fund Operating Expenses are reflected in the NAV.

Your investment may be subject to certain restrictions on withdrawal, including a 90-day restriction on moving your investment to "Competing Funds" within your retirement plan. Please review the section of this booklet entitled "90-day Transfer Limitation" for more information on this topic.

<sup>&</sup>lt;sup>1</sup>"Investment Contracts," as that term is used in this booklet, includes (1) Synthetic (or Security-Backed) Guaranteed Investment Contracts; (2) Separate Account Guaranteed Investment Contracts; and (3) General Account Guaranteed Investment Contracts. Throughout this booklet, Guaranteed Investment Contract is abbreviated as "GIC". The attributes of these three types of GICs are described more fully in the Principal Investment Strategies section of this booklet.

#### **UNDERSTANDING STABLE VALUE**

Stable value funds, while not cash or cash equivalents, are generally thought of as a liquid and conservative investment option. These funds primarily invest in Investment Contracts issued by banks and insurance companies and a high quality, diversified fixed income portfolio. Stable value funds are designed to preserve capital while providing steady, positive returns. Stable value funds are considered a conservative and low risk investment compared to other investments offered in 401(k) plans, such as mutual funds primarily invested in equities.

Following are some frequently asked questions which may help you better understand the risks and benefits of investing in a stable value fund:

#### What is the Investor Profile for a Stable Value Fund?

A stable value fund may be appropriate for someone seeking to safeguard principal or balance a portfolio which includes more aggressive investments.

#### **How Does Stable Value Compare with a Money Market Fund?**

Both stable value funds and money market funds seek principal preservation. Stable value funds have historically produced higher returns over the long term than money market funds with less volatility<sup>2</sup>. Depending on interest rate trends in the future, this relationship may change.

#### How is a Stable Value Fund's Investment Portfolio Generally Structured?

Stable value portfolios typically have three components. The first component is primarily comprised of Investment Contracts issued by banks and insurance companies. The Investment Contracts help to assure that participants can transact at book value as well as maintain a relatively stable return profile for the portfolio. Generally, Investment Contract issuers are rated "investment grade" by at least one of the Nationally Recognized Statistical Rating Organizations at time of purchase. The second component consists of an underlying portfolio of fixed income securities which are subject to the Investment Contracts and are often referred to as "Underlying Securities". Finally, the portfolio may also hold cash or cash equivalents.

### What Types of Fixed Income Securities are Utilized in the Underlying Portfolio?

The types of securities utilized in the fixed income portfolio that underlie the Investment Contracts typically include, but are not limited to, U.S. Treasury Securities, U.S. Agency Securities, taxable municipal securities, asset backed securities, certificates of deposits, corporate bonds, mortgage backed securities and cash equivalents such as money market instruments. Securities are generally U.S. dollar denominated, and typically the underlying securities must be rated investment grade by one of the Nationally Recognized Statistical Rating Organizations at the time of purchase. Your Fund may impose additional requirements.

#### Is My Investment in a Stable Value Fund Guaranteed?

No. An investment in the Fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), any other agency of the U.S. Government, Or by any bank or investment advisor. A stable value investment strategy seeks to preserve principal and provide a stable credited rate of interest, while generating more competitive returns over time as compared to other conservative investment options. It is possible to lose money by investing in a stable value fund.

#### Are There any Transfer or Withdrawal Limitations?

Generally, as a qualified plan participant ("Participant"), you may make withdrawals from the Fund any time without a penalty, regardless of the frequency or amount, subject to the specific requirements of your Plan. If your Plan also offers a "competing fund" to a stable value fund, a 90-Day Transfer Limitation (i.e. 90-Day Equity Wash) Requirement may apply. A 90-Day Transfer Limitation requires Participants to invest in a "non-competing fund" for at least 90 days before transferring to a "competing fund". Examples of "competing fund" options include money market funds, high quality bond funds with a duration of three years or less, other principal preservation funds, or self-directed brokerage accounts. You should consult with your plan administrator to determine the specific parameters of this requirement and whether it applies.

#### What are the Primary Investment Risks?

A stable value fund's Investment Contracts are designed to facilitate withdrawals at book value. The principal risks of the Fund relate to those associated with the Fund's Investment Contracts. These include the risk of issuer default on its obligation or that another event of default may occur under the Investment Contract rendering it invalid; that the Investment Contract will terminate before a replacement Investment Contract can be secured; or that the occurrence of certain events including employer-initiated events, could cause the Investment Contract to lose its book value withdrawal features. Other primary risks include the possibility that the underlying fixed income securities the Fund holds will not meet scheduled interest and/or principal payments; interest rate risk, including the risk of reinvesting cash flows at lower interest rates; and liquidity risk. The occurrence of any of these events could cause the Fund to underperform or lose value.

### **INVESTMENT OBJECTIVE**

Your Fund is a stable value fund, which means its investment objective is to seek to provide preservation of principal, maintain adequate liquidity to meet potential withdrawals, and produce a level of income consistent with an underlying portfolio of short to intermediate duration, high quality fixed income securities. There is no assurance that the Fund will achieve its objective.

The Fund is designed for investors seeking more income than is generally offered by other liquid and conservative investment options without the price fluctuation of funds investing primarily in fixed income or equity securities not including the additional stability provided by Investment Contracts.

### FEES AND EXPENSES as of December 31, 20XX

#### **TOTAL ANNUAL FUND OPERATING EXPENSES**

The Fund's "Total Annual Fund Operating Expenses" are deducted from the Fund's net asset value (NAV) and reduce the rate of return of the Fund. These expenses represent the total amount paid by the Fund for its operation. It includes the cost paid by the Fund for an investment advisor to choose the securities that the Fund invests in, expenses paid for Investment Contracts used by the Fund, and all other applicable expenses such as administration and audit expenses. The cumulative effect of fees and expenses can substantially reduce the growth of your investment in the Fund. Fees and expenses are only one of several factors that you should consider when making investment decisions. The table below illustrates the Fund's expenses. These expenses are paid by the Fund and are not separately deducted from your retirement assets. They do, however, reduce the amount of income you receive from your investment in the Fund.

Expenses	Expense Ratio as of 12/31/XX	Per \$1,000
Investment Management Fees paid to Galliard	X.XXX%	\$X.XX
Investment Management fees paid to Non-Affiliated Investment Advisors	X.XXX%	\$X.XX
Investment Contract Fees <sup>1</sup>	X.XXX%	\$X.XX
Acquired Fund Fees <sup>2</sup>	X.XXX%	\$X.XX
- Investment Contract Fees	X.XXX%	\$X.XX
- Other Acquired Fund Fees and Non-Affiliated Investment Management Fees paid to Non-Affiliated Investment Advisors <sup>3</sup>	X.XXX%	\$X.XX
12b-1 Distribution Fee	None	None
Other Expenses	X.XXX%	\$X.XX
Total Annual Fund Operating Expenses <sup>4</sup>	X.XXX%	\$X.XX

<sup>&</sup>lt;sup>1</sup>These are fees paid to create and maintain the investments used by a stable value fund

<sup>&</sup>lt;sup>2</sup>These are fees borne indirectly by the Fund when it acquires an interest in another fund which pays its own separate fees

<sup>&</sup>lt;sup>3</sup>Includes audit fees for the cost of producing a report by a qualified auditor

<sup>&</sup>lt;sup>4</sup>Total Annual Fund Operating Expenses are reflected daily in the Fund's net asset value (NAV)

#### Investment Management Fees paid to Galliard Capital Management.

Galliard is a wholly-owned subsidiary of Allspring Global Investments Holdings, LLC ("Allspring") and serves as the Investment Advisor of the Fund. Galliard charges an investment management fee for ongoing management and supervision of the investments of the Fund, including the Investment Contracts and some or all of the fixed income securities which are subject to the terms of the Investment Contracts (known as "underlying securities") and other instruments in which the Fund may invest. Galliard also reinvests Fund assets when an individual instrument owned by the Fund is sold or matures. The Fund pays Galliard's investment management fees directly from the assets of the Fund and the investment return of the Fund is reported after the payment of these fees.

### **Non-Affiliated Management Fees**

If permitted by the Fund's guidelines, the Fund may also use, now or in the future, investment managers who are not affiliated with Galliard. If used, the Fund will pay any non-affiliated investment manager a management fee for the services they provide to the Fund. Any fees charged by the non-affiliated investment manager are paid directly from the assets of the Fund and the investment return of the Fund is reported after the payment of such fees.

#### **Acquired Fund Fees**

To provide additional diversification, the Fund may use collective investment trusts trusteed by SEI Trust Company and managed by Galliard or investment advisors who are not affiliated with Galliard. These funds are referred to in this disclosure booklet as "Acquired Funds". The Fund may pay certain fees for the Acquired Funds, including, for example, investment management fees, trustee fees, audit and other administrative expenses for the various Acquired Funds. Acquired Fund fees are paid directly from the assets of the Fund and the investment return of the Fund is reported after the payment of such fees.

#### **Investment Contract Fees**

If the Fund invests in Synthetic and/or Separate Account GICs, then the Fund will pay fees applicable to these Investment Contracts. Synthetic and Separate Account GICs are selected on the basis of issuer credit quality, ability to meet contract specifications, and the cost to the Fund. Investment Contract fees are paid for directly from the assets of the Fund and the investment return of the Fund is reported after the payment of such fees.

#### **Other Expenses**

If the Fund pays fees for any other expenses not identified above, these fees are listed as "other expenses". These expenses are paid directly from the assets of the Fund.

#### PORTFOLIO TURNOVER

The Fund pays transaction costs, similar to commissions, when it buys and sells securities (or "turns over" its portfolio). However, for fixed income securities, unlike equity securities, these transaction costs are embedded in the security's purchase or sale price. A higher portfolio turnover rate may result in higher transaction costs. These costs, which are not reflected in the Total Annual Fund Operating Expenses shown previously, affect the Fund's performance. The portfolio turnover rate for this Fund is calculated at the underlying fixed income portfolio level. In the event the Fund invests in certain types of GICs, collective investment trusts, or money market funds, portfolio turnover related to those components is generally not included in the portfolio turnover rate. The turnover rate for the Fund may incorporate data provided by non-affiliated investment managers. Galliard follows the methodology specified under Department of Labor Rule 404a-5 to calculate turnover rates for Galliard-managed portfolios. However, some non-affiliated investment managers may use a turnover calculation that is not fully consistent with this specified methodology. Therefore, while Galliard is providing the Fund's turnover rate to satisfy the requirements of Rule 404a-5, please note that Galliard cannot affirm that turnover data provided by non-affiliated investment managers is fully consistent with the methodology specified by Rule 404a-5. Additionally, some non-affiliated investment managers may only calculate turnover annually. In those cases, the Fund's turnover rate calculation includes the latest data available.

Portfolio Turnover as of 12/31/XX	XX.XX%
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### WITHDRAWAL AND TRANSFER LIMITATIONS

Subject to applicable IRS regulations and any limitations in the plan documents, participants may request qualified distributions and transfers at any time.

### 90-DAY TRANSFER LIMITATION (I.E. 90-DAY EQUITY WASH)

If your Plan offers a "competing fund" to this stable value fund, a 90-Day Transfer Limitation may apply. A 90-Day Transfer Limitation requires participants to invest in a "non-competing fund" for at least 90 days before transferring to a "competing fund". Examples of a "competing fund" include a money market fund, a high quality bond fund with a duration of three years or less, other principal preservation funds, or a self-directed brokerage account. You should consult with your plan's administrator to determine the specific parameters of this requirement and whether it applies to your Fund.

#### PRINCIPAL INVESTMENT STRATEGIES

Stable value funds are an investment available exclusively to defined contribution plans and certain tax qualified government deferred compensation plans. These funds are commonly used as investment vehicles by retirement plan investors who wish to invest a portion of their retirement assets in a fund which is not exposed to the return volatility of bond or equity funds. While not cash or cash equivalents, a stable value fund is generally considered a liquid investment option.

Stable value funds typically invest in one or more types of Investment Contracts (also referred to as "wrap contracts"). Each of these Investment Contract types is discussed in greater detail below. The distinctive feature of the Investment Contracts which the Fund purchases is that those investments are designed, under normal circumstances, to provide commitments which make additional resources available to the Fund if redemptions (which are characteristically paid at book value) exceed the market value of the assets held in the Fund. These commitments, which are made by financially responsible third parties, such as banks and insurance companies, are designed to allow investors to redeem their investments in the Fund at the book value of the Investment Contract. This is commonly referred to as a "benefit responsive" feature. As a result, under normal circumstances, your investment in a stable value fund may be bought and sold without accounting for the fluctuations in market value of the securities underlying the Investment Contracts purchased by the Fund. It is from the operation of this benefit responsive feature that the Fund takes its name as a "stable value" fund.

**Active Management.** The Fund seeks to achieve its objective through active management of the Fund's portfolio of investments. Unlike passively managed funds, which invest in an independently-defined portfolio of securities, active management refers to the fact that the Fund's underlying securities are selected by an investment advisor to implement the Fund's investment objective.

The Fund's underlying securities include fixed income securities that are selected and managed based on a variety of analyses. These include an emphasis on the top down selection of securities based on factors impacting the economic environment generally and/or bottom up securities selection, which emphasizes the unique attributes of individual securities. Allocations among a variety of types of fixed income securities (or "sectors") which are available in the market at the time an investment is made is also an important factor in selecting and managing the Fund's fixed income securities. Finally, a focus on duration<sup>3</sup> and an analysis of relationship of the return offered by a particular security to the fixed income yield curve<sup>4</sup> are also important attributes considered in managing the Fund. Each of these areas has a bearing on the construction of Fund's underlying securities.

<sup>&</sup>lt;sup>3</sup>Duration is a measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates typically cause falling bond prices, while declining interest rates generally cause rising bond prices. The longer the duration, the more price volatility you can expect.

<sup>&</sup>lt;sup>4</sup>The yield curve is a tool used by portfolio managers and economists to assess the return to be expected for an obligation to repay principal at a certain point in time. Characteristically, the longer the maturity, the greater the return; but as the maturity increases from ten to twenty and thirty years, the increase in return slows, producing a "curve" when graphed.

**The Fund's Primary Investments.** The investment vehicles used by the Fund primarily consist of the following instruments: (a) Investment Contracts (which may include underlying securities); (b) collective investment trusts; and (c) cash or cash equivalents. None of these instruments are insured by the FDIC, the Federal government or any Federal agency.

**Investment Contracts**, which include (1) Security Backed Investment Contracts; (2) Separate Account GICs; and (3) General Account GICs, are fundamental to any stable value fund portfolio. Investment Contracts are generally not assignable or transferrable without the consent of the issuers and have no publicly traded secondary market. Each of these investment types will be discussed in turn:

Security Backed Investment Contracts (also referred to as Synthetic GICs). Under normal circumstances, the most common investment vehicle used by the Fund is a "Security Backed Investment Contract." Like the other instruments used by a stable value fund, Security Backed Investment Contracts are designed to facilitate the preservation of your investment principal by providing for valuation at the Investment Contract's book value. Security Backed Investment Contracts are designed to be benefit responsive. There are two key components in a Security Backed Investment Contract's structure: (1) Underlying Securities which are held and owned by the Fund on behalf of investors, and (2) Investment Contracts issued by a bank or insurance company which, under normal circumstances, permits Fund investors to make withdrawals at book value. The following is an overview of these two components:

Underlying Securities. The Underlying Securities of a Security Backed Investment Contract are fixed income securities which may include, but are not limited to, U.S. Treasury Securities, U.S. Agency Securities, taxable municipal securities, asset backed securities, certificates of deposit, corporate bonds, mortgage backed securities and cash equivalents such as money market funds. If permitted by the Fund's investment guidelines, the Fund may also use fixed income collective investment trusts, which invest primarily in the security types listed above. Underlying Securities in the Fund are generally U.S. dollar denominated.

A key feature of the securities in the Fund's portfolio of Underlying Securities is that they are owned by the Fund on behalf of the Fund's investors. This ownership and possession of the Underlying Securities distinguishes this type of Investment Contract from other contract types.

**Investment Contract.** The Fund's portfolio of Underlying Securities is subject to the terms of a Security Backed Investment Contract, commonly known as an "Investment Contract. The Fund purchases Investment Contracts from financially responsible third parties such as banks and insurance companies. These Investment Contracts are designed to allow, under normal circumstances, for withdrawals by Fund investors at book value, regardless of the market value of the Underlying Securities. The risks associated with Investment Contracts are described in more detail in the section titled "Principal Risks."

Separate Account GICs. Similar to Security Backed Investment Contracts, there are two key components in a Separate Account GIC structure: (1) a portfolio of Underlying Securities and (2) an Investment Contract which enables participants to make withdrawals at book value. However, unlike Security Backed Investment Contracts, the Underlying Securities of Separate Account GICs are owned and held by the issuing insurance company. These Underlying Securities are, however, segregated from insurance company's general account assets.

If the issuer of the Separate Account GIC were to become insolvent, the assets owned by the insurance company would be subject to the claims of other creditors. However, the segregation of these assets from the insurance company's general account offers certain important protections to mitigate the risk that these assets might be subject to creditor claims other than those of the Separate Account GIC owner. Like Security Backed Investment Contracts, Separate Account GICs held by the Fund are designed to be benefit responsive, enabling participants to make withdrawals at book value.

General Account GICs. The Fund may invest in GICs issued by creditworthy insurance companies which, at the time of investment, meet credit ratings criteria established by the Fund's investment guidelines. GICs are direct obligations of insurance companies which generally provide fixed rates of interest (net of the Insurer's fees) over set periods of time. Some GICs can be structured to have either variable rates or variable maturities, or both. GICs may not be recognized as insurance policies in the event of the insolvency of the issuer and therefore the claims of GIC holders may remain unpaid until the claims of the policyholders of the insurer are paid. A GIC has no associated portfolio of Underlying Securities and is simply an obligation of the issuer to repay principal and pay a stated rate of return. GICs held by the Fund are designed to be benefit responsive, enabling participants to make withdrawals at book value.

**Collective Investment Trusts.** The Fund may invest in Collective Investment Trusts (also known as "collective funds") which generally invest in fixed income securities described in the section titled "Underlying Securities" and have investment objectives that are consistent with the Fund's investment strategy.

Cash or Cash Equivalents. The Fund may hold a certain amount of its assets in cash or instruments which are generally considered to be cash equivalents in terms of the ability of the Fund to use those assets to provide a ready source of liquidity to respond to participant withdrawals, for payment of the Fund's fees and expenses or as a strategy to reduce the overall duration of the Fund or the Fund's exposure to the market. (This is also known as a "liquidity buffer".) While the Fund's investment managers seek to maintain an adequate amount of liquidity to meet projected investor redemption needs, there can be no assurance that Fund withdrawals will not exceed this amount, thereby requiring the Fund to sell Underlying Securities at a market value which may be less than the securities' book value.

#### UNDERSTANDING HOW THE RETURN ON YOUR INVESTMENT IS CALCULATED

As discussed elsewhere in this booklet, your ability to redeem your investment at book value (the benefit responsive feature) is a key attribute of stable value investing. The rate of return, or "Crediting Rate", of each Investment Contract is determined by a formula that is governed by the terms of the Investment Contract. The Crediting Rate is designed to stabilize the return on your investment. The crediting rate formula adds any market value gains or deducts market value losses (normally amortized over the duration of the portfolio) to the market yield of the Underlying Securities to arrive at the Crediting Rate for each period. As a result, your investment tends to earn less than the aggregate current market yield of the Underlying Securities if the Underlying Securities are market value losses and more than the aggregate current market yield of the Underlying Securities if there are market value gains.

The Crediting Rate of each Investment Contract is typically reset on a periodic basis, which means that a stable value fund's weighted average crediting rate tends to lag behind actual interest rate movements. As a practical matter, use of a crediting rate formula tends to create a more consistent and stable rate of return on your investment, as it is not subject to the day-to-day fluctuations in the value of the Underlying Securities. The Crediting Rate may also be subject to change in order to reduce deviations between the market value and book value of each Investment Contract, and these changes may reduce or increase the income you earn on your investment.

The return on the Fund investment includes the impact of the weighted average Crediting Rates, the yield on other investments of the Fund, such as cash equivalents, and fees and expenses. This return may also be referred to as "Blended Yield" in certain reports on the Fund. When interest rates rise, the market value of fixed income securities tends to decline. As the Fund includes Investment Contracts, the NAV of the Fund typically would not decline like a fixed income portfolio that does not hold Investment Contracts. Therefore, in a rising interest rate environment, the Fund's return would likely be higher than a portfolio including only fixed income securities of similar duration and credit quality. When interest rates decline, the market value of fixed income securities tends to rise. In this case, the NAV of the Fund typically would increase less than a fixed income portfolio not including Investment Contracts. Therefore, in a declining interest rate environment, the Fund's return would likely be lower than a portfolio including only fixed income securities of similar duration and credit quality.

While the Fund's investment strategy seeks to provide a competitive yield without principal fluctuations, THERE CAN BE NO ASSURANCE THAT, UNDER ALL CIRCUMSTANCES, THE FUND WILL MAINTAIN A COMPETITIVE YIELD OR NOT INCUR A LOSS OF PRINCIPAL.

#### **PRINCIPAL RISKS**

#### Overview

The Fund is designed to allow you to redeem your investment, under normal circumstances, at book value. However, the name "stable value" does not represent a guarantee and this goal may not be achieved. References to the Fund as having a "stable value" or being a "stable value fund" describe the Fund's investment objective and should not be considered a guarantee against the loss of book value coverage or a guarantee against the possibility of the loss of some or all of your investment. As a Participant, you should recognize that while the Fund is designed to provide a "stable value," there are many circumstances which can intervene to cause the Fund's Investment Contracts to fail to function as intended. Past performance is also not an indication of how the Fund will perform in the future.

As with any investment, the Fund is subject to a variety of risks. As a stable value fund, there are specific risks associated with Investment Contracts. A summary of the important risks relating to your investment in the Fund are described below, first certain risks specifically related to Investment Contracts, followed by risk factors associated with the Fund's Investments, particularly Underlying Securities. You should review and understand these risks prior to making an investment in the Fund.

#### RISKS RELATED TO THE FUND'S INVESTMENT CONTRACTS

#### The Stable Value Accounting Treatment of the Fund's Investment Contracts Is Not Guaranteed.

The Fund endeavors to secure Investment Contracts as the financial instruments structured to maintain a stable net asset value. There are different types of Investment Contracts, but in general, an Investment Contract is structured as a contract between a bank or insurance company as the Investment Contract issuer and the Fund or Plan as the holder of the Investment Contract. The Investment Contracts are designed to be "fully benefit responsive investment contracts" as such term is used in the standards issued by the Financial Accounting Standards Board. If the Fund's Investment Contracts do not meet the requirements of this accounting standard or if there is a change to such accounting standards, your investment in the Fund may lose value.

The Fund's Crediting Rate is Not Guaranteed. The Fund's yield is the aggregate of all of the Investment Contracts' individual crediting rates plus the yield on the liquidity buffer portion of the Fund. In circumstances where the Investment Contract's market value is less than its book value, the crediting rate will lag behind market yields in order to bring the Fund's market value as near to book value as is practicable. In these circumstances, your investment return may be lower than the income earned by the Underlying Securities in accordance with the terms of the Investment Contract. While designed with the intention of minimizing any deviation between market and book value, a secondary

effect of the implementation of this strategy by the Investment Contract Issuer may be to accelerate redemptions, thereby potentially increasing Cash Flow Risk. In addition, certain Investment Contracts may also include provisions to accelerate the amortization of the difference between market and book value if the market value falls below a certain threshold. In these cases the Fund's yield may be reduced.

An Investment Contract's crediting rate provides a fixed return for a period of time until the next rate reset. Typically, these rates are reset quarterly but may be reset more or less frequently. The use of the crediting rate formula and periodic reset schedule allow the Investment Contract's return to generally track market rates over time on a lagged basis. For example, in an environment where interest rates are rising, the Fund's crediting rate may be lower than prevailing interest rates. The crediting rate formula's components include the Underlying Securities' yield, duration, and market value, in addition to the book value. The management of these key variables can affect the volatility of the Investment Contract's overall crediting rate and, thus, the Fund's yield.

Participant Contributions and Withdrawals Impact the Fund's Yield. There is a possibility that the net effect of Fund contributions and withdrawals will have a negative impact on the Fund's yield, thereby decreasing the income which the fund generates for participants, or ultimately resulting in the need to invoke the terms of the coverage provided by the Fund's Investment Contracts. (Conversely, the net effect of Fund contributions and withdrawals could have a positive impact on the Fund's yield.) There is also the risk that cash flows may be different than expected, making it more difficult to manage the underlying investments in the Fund. For example, as interest rates fall, investments made due to positive cash flow from Participant contributions and transfers may earn a lower rate of interest than the Fund's current crediting rate.

### **Availability of Investment Contracts**

Limited Availability of Investment Contract Issuers Could Impact Fees. At any given point in time for reasons beyond the control of the Investment Advisor, there may be an inadequate number of creditworthy issuers of Investment Contracts available to the Fund. In addition, there may be other causes impeding the purchase of Investment Contracts. For example, if Investment Contract Issuers are unable or unwilling to provide Investment Contracts to cover additional assets from Participants due to materially adverse changes in the demographics of Plan participants. In addition, replacement Investment Contracts may not be available upon the termination of existing Investment Contracts or an Investment Contract Issuer may exit from the business of offering Investment Contracts.

If there is limited availability of Investment Contracts in the marketplace or other changes in market conditions, the fees paid by the Fund to maintain the required Investment Contracts may increase substantially. If such an increase occurs, it would directly affect the income you receive from your investment in the Fund.

Concentration of Investment Contract Issuers May Increase Risk of Loss. Under normal circumstances, the Fund attempts to seek a variety of creditworthy issuers to provide Investment Contracts to the Fund. By contracting with multiple issuers, the Fund seeks to reduce the risk of loss due to the insolvency of an issuer or any other issue related to a single issuer which may impede the ability of an issuer to fulfill its obligations under the Investment Contract. If the Fund encounters a lack of capacity in the marketplace, and a smaller number of Investment Contract issuers are available to provide the Fund with the coverage it requires, those market conditions may lead to the Fund utilizing a reduced number of Investment Contract issuers thereby increasing the exposure to the remaining Investment Contract issuers. If any of those remaining Investment Contract issuers experienced financial difficulties or were unable or unwilling to honor their obligations, the Fund would be exposed to a greater risk of loss.

#### **Contract Issuer's Obligations**

Events of default, market value events, and other exclusions may reduce some, or all, of the coverage provided by the Investment Contracts that allow the Fund to maintain a stable net asset value. While the specific terms of the Fund's various Investment Contracts differ among the Investment Contract issuers, here are a few examples of circumstances where book value treatment may not be provided to Participants seeking to withdraw assets from the Fund:

The Contract Issuer's Obligation to Pay Book Value is Limited. The primary purpose of the Fund's Investment Contracts is to provide for Participant withdrawals at book value even if the market value is less than book value and to make a final payment to the holder of the Investment Contract in the event the market value of the Fund is reduced to zero and there are Participants with investments remaining in the Fund. The Investment Contracts generally provide that the final payment to the holder of the Investment Contract is calculated as the difference between:

- The "market value" of the Investment Contract, representing the aggregate value of the underlying securities; and
- •The "book value" of the Investment Contract, which represents the amount deposited by Participants, adjusted for accrued interest and withdrawals.

It is important to understand that such a payment would be made only if the market value of the Fund is reduced to zero and there is still a remaining book value. This protection is designed to address scenarios where even though the Fund has liquidated all the assets it holds, not all Participants have withdrawn their investments. Thus, the goal of the Investment Contract is to allow Participants to receive full book value for their withdrawals, despite the fact that the market value of the underlying securities has been fully depleted. In the event the

Fund's Investment Contracts are found to be unenforceable or the issuer of the Investment Contract refuses to honor the terms of the Investment Contract and the Fund is forced to liquidate the underlying securities for an amount less than the book value of the Investment Contracts, the Fund would be unable to pay all Participants an amount representing the full book value of their investment.

Certain Events Could Cause Participant Transactions to be Valued at Market Value Rather than Book Value. Most Investment Contracts limit the book value coverage provided for Participant withdrawals arising as a result of an employer initiated event. This limitation could cause Participant transactions to be executed at market value rather than book value. If this happens, Participants could incur a loss on their investment.

Some examples of employer initiated events (events caused by the employer) include:

- the merger of the employer or the spin-off of all or a portion of the assets or significant restructuring or bankruptcy of the employer;
- the group layoff, exclusion of a group of employees from participation in the Plan, or implementation of an early retirement program;
- an amendment or modification to the Plan, including the partial termination of the Plan or Fund, or failure of the Plan to maintain favorable tax status;
- a material change to an asset allocation fund that utilizes the Fund;
- the distribution of a communication to participants that is intended or designed to induce Participants to make withdrawals or transfers;
- the failure to include restrictions that limit the ability to make direct transfers between the Fund and a fund that is similar to the Fund, thereby cause it to "compete" with the Fund;
- the establishment by the employer of a plan that competes for contributions by Participants.

If your employer experiences one of the events listed above, even though most Investment Contracts allow for an allowance called a "corridor" which will allow a certain amount of these withdrawals to be accorded full book value treatment, a Participant withdrawal may be at market value rather than book value. This may cause affected Participants to lose some or all of their investment.

The Participant withdrawals which could be fostered by these employer initiated events may be excluded from the book value coverage provided by the Investment Contract. This could cause the affected Participants to lose some or all of their investment, particularly in the event of significant Participant withdrawals.

To the extent that your Fund is invested in the Galliard Stable Return Fund or the Galliard Managed Income Fund, the applicability of these employer initiated events will be limited as pooled funds may employ different standards when implementing these requirements. Those funds also present other risks, however. For example, each such fund generally requires a 12-month waiting period before a Plan can seek to replace the fund as an investment option. For more information please request the relevant Fund Disclosure Booklet

Credit Impairments of the Issuer Could Impact Book Value. The issuer of an Investment Contract may also suffer a credit impairment, which potentially affects the ability of the Fund to exercise the protections offered by the Investment Contract. If a credit impairment were to occur affecting an Investment Contract issuer that put in doubt the Issuer's ability to comply with the terms of the Investment Contract, the Investment Contract would have to be accounted for at market value, rather than book value, thereby creating the potential for a loss in the value of your investment.

### **Investment Contract Termination or Events of Default**

This section includes examples of the types of events of default which exist in the Investment Contracts owned by the Fund. However, the greatest single risk to you as an investor is that the issuer of an Investment Contract may fail to honor the terms of the Investment Contract. If an issuer were to breach its agreement with the Fund, the Fund would use all available legal remedies to compel the issuer to meet its obligations under the Investment Contract. However, even if the Fund were to prevail, a legal proceeding or other negotiations could significantly delay your access to your assets or cause the Fund to expend significant costs of recovery. This could impact the value of your investment and the income you might otherwise receive.

Issuer Termination of an Investment Contract Could Impact Your Yield. An Investment Contract issuer may terminate an Investment Contract if breached for cause (referred to below as an "event of default") or for a variety of other reasons and this may lead to an inability to provide Investment Contract coverage for all the assets of the Fund. If no other issuers are willing to provide a replacement Investment Contract, more assets of the Fund may have to be invested in cash or cash equivalent vehicles than might be otherwise desirable and/or underlying securities may have to be valued at market rather than book value. These actions could impact the value and yield of your investment.

If the issuer of an Investment Contract voluntarily gives notice of their intention to terminate the Investment Contract, the Fund may be able to avoid an immediate termination of the Investment Contract by exercising its right to extend or "immunize" the Investment Contract.

When either party to an Investment Contract elects to "immunize", the underlying securities of the Investment Contract are generally limited to certain short duration investments such as short-term U.S. Treasury Securities and money market instruments. Use of these securities is designed to facilitate the "convergence" of the market and book value of the Investment Contract. Once the book value is equal to the market value, the Investment Contract can be terminated.

The process of extension through "immunization" presents its own set of unique risks. Once an Investment Contract is being managed to achieve convergence of market and book value, the income paid to Participants may decrease, as securities with a reduced risk profile tend to offer investors less return. In addition, to further facilitate the convergence of the market and book value, the duration of the Fund will be significantly reduced, limiting the amount of income paid to Participants. An Investment Contract which has commenced immunization may also be difficult to replace, as a limited number of issuers may be willing to accept an Investment Contract with a market to book value deficiency. In such cases, the Fund may find itself in circumstances where no replacement issuer would be available.

Other exclusions (such as exclusions for defaulted and impaired securities) may reduce some, or all, of the coverage provided by the Investment Contracts that allow the Fund to maintain a stable net asset value. While the specific terms of the Fund's various Investment Contracts differ among the Investment Contract issuers, here are a few examples of circumstances where book value treatment may not be provided to Participants seeking to withdraw assets from the Fund:

Defaults of Underlying Securities and Credit Impairments. A credit impairment of an underlying security generally occurs when that security is downgraded below a certain minimum threshold or is otherwise negatively affected by reports issued by a nationally recognized statistical rating organization regarding the creditworthiness of the security, or the issuer of the security. These impairments can occur even if the underlying security is not in default and maintains a rating equal to or above "investment grade." A default of an underlying security occurs when the security fails to pay required payments of interest, the issuer becomes insolvent, or the issuer disclaims liability to future payments, as well as other events. Defaults and other impairments of underlying securities are generally excluded from coverage by the Investment Contracts' book value treatment, subject to certain allowances and/or cure periods.

Acting within the investment guidelines applicable to the Fund, the Fund relies on the credit analyses and judgement of its investment advisors (or any sub-advisors) to avoid buying or holding securities which may become impaired or experience a default. However, there can be no guarantee that this risk of credit impairment or a default can be avoided. If underlying securities are excluded from the Investment Contract, they must be priced at market value, which could impact the value of the Fund and your investment.

**Events of Default.** Each Investment Contract recognizes certain "Events of Default" which can allow the issuer to terminate the Investment Contract immediately without payment of any amount otherwise required by the Investment Contract.

While each Investment Contract contains unique events of default and each such event of default contains specific terms which reflect the requirements of each issuer, the events of default fall into certain general categories. The occurrence of an event of default under an Investment Contract, if that Investment Contract could not be replaced, could have a material and immediate impact on the value of your investment. Here are some examples of the types of events of default, which are incorporated into the terms of the Fund's Investment Contracts:

Events beyond the Control of the Issuer or the Fund. Certain Investment Contracts provisions which allow the issuers to terminate the Investment Contract on the occurrence of events which are beyond the control of both the issuer and the Fund. These terms present a risk because the Fund cannot prevent the termination from occurring as a result of these activities (which may create a loss if there is a deviation between the Fund's market and book values), and the Fund may not be able to replace the Investment Contact. Examples of these include: certain "change in law" provisions which allow for the issuer to terminate in the face of many types of regulatory changes which affect the economic interests of the issuer; the insolvency of certain parties related to the Investment Contract or the loss of certain tax qualifications under rules issued by the Internal Revenue Service; or the loss of the Fund's Investment Advisor, or a "change in control" of the management of the Investment Advisor.

Failure to Meet Investment Contract Requirements. Each Investment Contract contains terms which must be satisfied to remain in full force and effect. These include (1) initial and ongoing representations made by the Fund and/or its investment advisor or others; (2) reporting requirements regarding the nature and value of the underlying securities subject to the investment contact or the status of the plan sponsor, and other requirements; (3) identification of withdrawals related to certain market value events; and (4) compliance violations relating to the types of underlying securities owned by the Fund, as set forth in the Investment Contract's investment guidelines. Failure to properly disclose these events to the Investment Contract issuer could cause the issuer to terminate the Investment Contract and result in a loss of some or all of your investment.

Multiple Investment Advisors may manage assets for the Fund. In each case, the Investment Advisor must comply with the investment guidelines set forth in the Investment Contracts. Failing to comply with the investment guidelines, including cure

periods, could subject the Fund to termination risk by the issuer. Use of multiple investment advisors adds complexity to the compliance process which may increase risks of non-compliance. Lack of compliance with investment guidelines could lead to termination of the Investment Contract and thereby a loss of some or all of your investment.

**Special Considerations Related to GICs and Insurance Separate Accounts.** The risks outlined in this booklet generally apply to all types of Investment Contracts. The Fund may also invest in other types of Investment Contracts, such as insurer issued Guaranteed Investment Contracts and Insurance Separate Accounts.

In a Guaranteed Investment Contract or Insurance Separate Account, the issuer owns the assets which generate a stable return for the Fund. In either context, the fact that the assets subject to the Investment Contract are not owned by the Fund presents a risk of loss, which is not present where the Investment Contract is structured to include the Fund's ownership of the underlying securities.

In the case of Guaranteed Investment Contract, the insurance company's general account assets provide the support for the fixed or floating rate of return established when the Guaranteed Investment Contract is issued. The assets are not segregated and the rate of return is set and may not be recalculated through the life of the Investment Contract. Since the assets underlying the Guaranteed Investment Contract are not segregated from other assets of the insurer, any claim made by the Fund, in the event of insurer insolvency will be treated as a policyholder claim. Any policyholder claim will not have priority over other general creditors. This would present a possible loss to the Fund if the general account assets were not sufficient to meet the claims.

In an Insurance Separate Account, the assets subject to the Investment Contract are segregated but still owned by the issuer. While assets held in an Insurance Separate Account are insulated from the claims of the insurer's creditors and its other policyholders, in the event of an insolvency of the issuer, separate account assets may decrease in value and the ability of Participants to transact at book value (including withdrawals from the Fund) may be suspended indefinitely.

#### RISKS RELATED TO THE FUNDS INVESTMENTS, INCLUDING UNDERLYING SECURITIES

**Credit Risk.** Underlying securities, such as notes and bonds, are subject to credit risk. Credit risk is the possibility that an issuer or credit support provider of an instrument will be unable to make interest payments or repay principal when due. Changes in the financial strength of an issuer or credit support provider or changes in the credit rating of a security may affect its value.

**Derivative Risk.** The term "derivatives" covers a broad range of investments, including futures, options and swap agreements. In general, a derivative refers to any financial instrument whose value is derived, at least in part, from the price of another security or a specified index, asset or rate.

The use of derivatives presents risks different from, and possibly greater than, the risks associated with investing directly in traditional securities. The use of derivatives can lead to losses because of adverse movements in the price or value of the underlying asset, index or rate, which may be magnified by certain features of the derivatives. These risks are heightened when the portfolio manager uses derivatives to enhance a Fund's return or as a substitute for a position or security, rather than solely to hedge (or offset) the risk of a position or security held by the Fund. The success of a portfolio manager's derivatives strategies will also be affected by their ability to assess and predict the impact of market or economic developments on the underlying asset, index or rate and the derivative itself, without the benefit of observing the performance of the derivative under all possible market conditions. Certain derivative positions may be difficult to close out when the Fund's portfolio manager believes it would be appropriate to do so. Certain derivative positions (e.g., over-the-counter swaps) are subject to counterparty risk.

Transactions in futures contracts involve certain risks and transaction costs. Risks include imperfect correlation between the price of the futures contracts and the price of the underlying securities, the possible absence of a liquid secondary market for any particular instrument, the counterparty of guaranteeing agent defaulting, and trading restrictions imposed by futures exchanges due to price volatility. Futures contracts involve the posting of margin deposits, and movement in the underlying securities result in calls for additional payments of cash. The need to make such additional payments could require that securities be liquidated at a disadvantageous time.

In managing the Fund assets, Galliard will not purchase any derivatives except to hedge risk or to replicate securities which the Fund otherwise is permitted to purchase. If a portion of the Fund's assets are managed by a non-affiliated investment manager, they may purchase derivatives to hedge risk or to replicate securities, subject to specific limitations.

Interest Rate Risk. Debt securities, such as notes and bonds, are subject to interest rate risk. Interest rate risk is the risk that if market interest rates increase, the resale value of certain debt securities, including U.S. Government obligations, may decline. Debt securities with longer durations are generally more sensitive to interest rate changes than those with shorter durations although in certain situations shorter duration securities may decline in price more dramatically than longer duration securities. Changes in market interest rates do not affect the coupon rate payable on an existing debt security, unless the instrument has adjustable or variable rate features, which can also mitigate its exposure to interest rate risk. Changes in market interest rates may also extend or shorten the duration of certain types of instruments, such as asset-backed securities, thereby affecting their value and returns.

Liquidity Risk. This risk generally relates to the degree to which a security can be easily sold or converted into cash. In a stable value fund, liquidity risk relates to participants' ability to access funds without market value risk or other penalties. At the Fund level, liquidity risk means the ability to meet Participant withdrawals without having to sell investments at distressed prices. While the Investment Advisor maintains a portion of the Fund as cash or cash equivalents to facilitate Participant withdrawals, there is no guarantee that under all circumstances this amount will be adequate. For Underlying Securities, liquidity risk is the risk that a security cannot be sold at the time desired, or cannot be sold without adversely affecting the price. Certain securities may attract less interest and/or fewer buyers and sellers (that is, be less liquid) and their prices may be more volatile than other securities. In addition, the differing securities market structures and various potential administrative difficulties, such as delays in clearing and settling portfolio transactions or in receiving payment of dividends, may reduce liquidity and adversely affect the value of some securities. If the Fund invests in a collective investment trust or money market fund then that trust or fund may also have its own liquidity restrictions.

**Management Risk.** This is the risk that the investment techniques and risk analyses used by the Fund's investment advisors will not produce the desired results, which may lead to unanticipated losses, underperformance, or impact the Fund's Investment Contracts.

Market Risk. The market price of securities owned by the Fund may go up or down, sometimes rapidly or unpredictably. Securities may decline in value or become illiquid due to factors affecting securities markets generally or particular industries represented in the securities markets, such as labor shortages or increased production costs and competitive conditions within an industry. A security may decline in value or become illiquid due to general market conditions which are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates, or adverse investor sentiment generally. During a general downturn in the securities markets, multiple asset classes may decline in value or become illiquid simultaneously.

**Multi-Style Management Risk.** Because certain portions of the Fund's assets may be managed by different investment advisors using different styles, the Fund could experience overlapping security transactions. Certain investment advisors may be purchasing securities at the same time other investment advisors may be selling those same securities. This may lead to higher transaction expenses. Also, different investment advisors may be purchasing securities from the same issuer, thereby increasing issuer concentration.

**Prepayment Risk and Extension Risk.** Prepayment risk is the risk that the issuers of the bonds owned by the Fund will choose to repay all or a portion of the principal amount at a time when interest rates have declined. Because interest rates have declined, the Fund may have to reinvest the proceeds at a lower interest rate, which can reduce the Fund's return. Extension risk is when rising

interest rates tend to extend the duration of securities, making the more sensitive to changes in interest rates. As a result, in a period of rising interest rates, these securities may exhibit additional volatility, including the lengthening of the securities expected at maturity.

**Risk of Investment in Other Funds.** To the extent of its investment in other funds, the Fund bears the risks of each of those funds. There is no assurance that any of the other funds will achieve their objectives. This includes investments in short term investment funds (STIFs) and/or money market funds that may be subject to their own unique set of risks, including such risks as regulatory risk, interest rate risk, liquidity risk, and credit risk, NAV fluctuation, among others.

Structured Products Risk. Mortgage- and asset-backed securities represent interests in "pools" of mortgages or other assets, including consumer loans or receivables held in trust. In addition, mortgage dollar rolls are transactions in which a Fund sells mortgage-backed securities to a dealer and simultaneously agrees to purchase similar securities in the future at a predetermined price. Mortgage-and asset-backed securities, including mortgage dollar roll transactions, are subject to many of the other risks identified in this section and particularly, liquidity and prepayment and extension risk. Additionally, while these securities provide some diversification by pooling assets together, this does not eliminate the risk of default, provide a guarantee of return, or provide protection from economic factors affecting the value of the individual securities or the sector which they represent. During periods of economic downturn, these securities may be subject to a heightened level of the aforementioned risks, and particularly the risk of default on the underlying mortgages or assets.

**U.S. Government Obligations Risk.** Payment of principal and interest on U.S. Government Obligations (i) may be backed by the full faith and credit of the United States (as with U.S. Treasury bills and GNMA certificates) or (ii) may be backed solely by the issuing or guaranteeing agency or instrumentally itself (as with FNMA notes for example). In the case of U.S. Government Obligations which are backed solely by the issuing or guaranteeing agency, investors must look principally to the agency or instrumentality issuing or guaranteeing the obligation for ultimate repayment, which agency or instrumentality may be privately owned. In these cases, there is no assurance that the U.S. Government will provide financial support to its agencies or instrumentalities where it is not obligated to do so. Additionally, securities issued by these entities are subject to legislative and/or regulatory changes that may impact the entity and/or their future relationship with the U.S. Government.

**Yield Curve Risk.** Yield curve risk refers to the exposure that a security or portfolio may have in the event of changes in the yield differences required by investors between short and long term debt instruments, (i.e. the yield curve) that will affect the return of an investment either positively or negatively.

#### **INVESTMENT ADVISOR**

**Fund Management.** Galliard is a wholly-owned subsidiary of Allspring Global Investments Holdings, LLC. Galliard is registered as an investment advisor with the Securities and Exchange Commission ("SEC") and is subject to the Investment Advisers Act of 1940 and the rules thereunder, as applicable. Galliard serves as an investment advisor to the Fund and seeks to invest the assets of the Fund in a manner consistent with the Investment Objectives of the Fund. In managing the Fund, Galliard will devote the resources it believes are necessary to fulfill its management and administrative duties to the Fund and its investors. As an investor in the Fund you have no voting or management rights in the Fund.

**Non Affiliated Investment Managers.** The Fund uses third-party investment managers who are not affiliated with Galliard. These non-affiliated investment managers manage a portion of the assets of the Fund which can vary depending on the amount of assets in the Fund and the investment managers of the Fund. The following non-affiliated investment managers were responsible for managing assets of the Fund as of December 31, 20XX.

Non-affiliated Investment Managers of Separately Managed accounts: [Manager names here]

**Acquired Funds.** The Fund also invests in various Acquired Funds. The investment managers that manage the Acquired Funds may or may not be affiliated with Galliard, however, such managers do serve as subadvisors to Galliard as the advisor.

As of December 31, 20XX, the non-affiliated investment managers responsible for managing the Acquired Funds include:

[Manager names here]

Depending on Galliard's agreement with the Plan Sponsor of your retirement plan, Galliard may assist the Plan Sponsor with some or all of the following services with respect to the Fund and the Fund's use of non-affiliated investment managers:

- · Assist the Fund in the identification of its investment needs and objectives.
- Assist the Fund in developing an investment policy and/or asset allocation strategy.
- · Recommend specific asset allocation strategies.
- · Evaluate non-affiliated investment managers.
- · Negotiate fees to be paid to non-affiliated investment managers.
- Engage selected non-affiliated investment managers on behalf of the Fund.
- Perform ongoing monitoring and due diligence of non-affiliated investment manager's performance and operations.
- Review the non-affiliated investment manager's holdings for adherence to objectives, policy guidelines, and/or asset allocation on a periodic basis.
- Recommend reallocation among non-affiliated investment managers.
- Hire or fire non-affiliated investment managers utilized by the Fund.
- Report to the Fund plan sponsor and participants regarding overall investment performance of the Fund.

The Fund may change the non-affiliated investment managers it uses at any time, with or without notice to you.

### ADDITIONAL INFORMATION

Federal regulations requires a general glossary of terms to help participants and beneficiaries in understanding designated investment alternatives, or an internet Web site address for such a glossary.

The following are three internet web sites that provide glossaries that may be useful in further understanding investment alternatives.

### Stable Value Investment Association www.stablevalue.org

#### **American Bankers Association**

Sample Glossary of Collective Investment Fund Terms for Disclosures to Retirement Plan Participants www.aba.com

#### Spark Institute and the Investment Company Institute

Sample Glossary of Investment Related Terms for Disclosures to Retirement Plan Participants endorsed by the American Benefits Council, the American Council of Life Insurers, the American Society of Pension Professionals & Actuaries, and the Society for Human Resource Management) www.sparkinstitute.org

The glossaries listed above are provided as general background information. To the extent that any of the terms and definitions provided in the materials above differ from the terms and definitions used in this disclosure booklet, the definitions used in this booklet should be relied upon.