

# SAFE HARBOR MATCHING CONTRIBUTION NOTICE

**Plan Name: Genesis Alkali, LLC Savings Investment Plan**

(the “Plan”)

Your employer has elected to make Safe Harbor Matching Contributions to eligible Participants in accordance with statutory requirements. This notice describes the Safe Harbor Matching Contribution and how you become eligible to receive this contribution.

Safe Harbor Matching Contributions will be made for the Plan Year beginning January 1, 2025, and will continue to be made unless the Plan is amended or terminated. Capitalized and certain other terms not defined within this notice may be defined or described in the Plan’s Summary Plan Description (SPD).

Your employer *may* amend the Plan, at any time during the Plan Year, to reduce or eliminate the Safe Harbor Matching Contribution. If your employer amends the Plan to reduce or eliminate the Safe Harbor Matching Contribution during the Plan Year, then the Plan Administrator will provide a supplemental notice to participants and the suspension or reduction will not apply until at least 30 days after that notice is provided.

## ***Safe Harbor Matching Contribution Eligibility***

Your employer will make a Safe Harbor Matching Contribution to:

- Employees of the employer sponsoring the Plan (and related employers)
- eligible Participants of unrelated employer(s) participating in the Plan
- eligible Participants covered by a collective bargaining agreement (union)

However, the following Participants are excluded from receiving this Contribution:

- Participants covered by a collective bargaining agreement (union) listed here: United Steel Workers of America, Local 13214, Green River, Wyoming
- Long-Term Part-Time Employees. Employees who become eligible to participate in the plan due to the long-term part-time rules under the SECURE Act are not eligible for Employer Contributions.

To be eligible, you must also meet the Plan’s age, Eligibility Service, and Entry Date requirements for making Deferral Contributions and be part of a class of Employees eligible to participate in the Plan. You will be entitled to receive the Safe Harbor Matching Contribution if you make Deferral Contributions to the Plan during the Plan Year.

## ***Eligible Compensation for Safe Harbor Matching Contributions and Deferrals***

Generally, Compensation for computing the Safe Harbor Matching Contribution is your taxable compensation for the Plan Year reportable by your employer on your IRS Form W-2, however, the following are excluded:

- Expense allowances, reimbursement, awards, rewards, ineligible bonuses, wellness incentives, tool allowances, lump sum vacation payments, any premium paid for employment outside the United States, non-cash compensation, amounts realized from compensation paid in the form of stock or stock options, including amounts realized from the grant of stock, restricted stock, or stock options, as well as amounts realized from the sale, exchange, or other disposition of stock acquired with a stock option, and other forms of additional remuneration

Compensation under the Plan is limited to the applicable dollar limit in effect for the Plan Year. Compensation for your first year of eligible Plan participation will be measured for the entire Plan Year.

You can elect to contribute a portion of your Compensation as a Deferral or Roth Deferral Contribution to the Plan by contacting Fidelity Investments. When you request a change to your Deferral election it is generally updated as soon as administratively feasible at the beginning of every payroll. In addition, you can suspend your Deferral Contributions at any time. The amount you defer is limited to the lesser of 85% of your compensation for the Plan Year or the annual IRS limit. If you will be age 50 or older during the taxable year, you may exceed these limitations to the extent allowed under your Plan. You may also contribute on an after-tax basis to the plan, please see the SPD for any conditions or limitations.

## ***Safe Harbor Matching Contribution Formula***

***Enhanced Matching Formula:*** Your employer will make Matching Contribution to your Account based on your Deferral Contributions in an amount equal to 100% of the first 5% of Compensation that you contribute to the Plan for each payroll period (“Contribution Period”).

**Example:** Your Compensation for the Contribution Period is \$10,000 and you contribute 6% (\$600) of it to the Plan as Deferral Contributions. You will receive Safe Harbor Matching Contributions calculated as follows:

<u>Compensation Contributed to the Plan</u>	<u>Safe Harbor Matching Contribution Formula</u>	<u>Contribution Amount</u>
First 5% (\$10,000 x 5%) = \$500.00	100%	\$500.00 x 100% = \$500.00
Amounts in excess of 5%	0%	\$ 0
<b>Total</b>		<b>\$500.00</b>

***Vesting and Withdrawal of Safe Harbor Matching Contributions***

Safe Harbor Matching Contributions are always 100% vested and non-forfeitable. They may only be withdrawn from your Account upon death, attainment of the Plan's normal retirement age (65), attainment of age 59 ½, termination of employment, or plan termination if no successor plan is established.

***Additional Contributions Available Under the Plan***

In addition to the Safe Harbor contributions described above, the Plan provides other contributions as described below. Generally contributions may be withdrawn upon death, attainment of the Plan's normal retirement age (65), termination of employment, or plan termination if no successor plan is established. Employees who become eligible to participate in the plan due to the long-term part-time rules under the SECURE Act are not eligible for Employer Contributions.

**Deferral and Roth Deferral Contributions**

Vesting Schedule Always 100% vested and non-forfeitable.

**Employee Rollover Contributions**

Vesting Schedule Rollover from another qualified retirement plan

Always 100% vested and non-forfeitable.

**Employee After-Tax Contributions**

Vesting Schedule Always 100% vested and non-forfeitable.

**Fixed Matching Contributions**

Vesting Schedule Always 100% vested and non-forfeitable.

**Discretionary Matching Contributions**

Vesting Schedule Always 100% vested and non-forfeitable.

**Qualified Matching Contributions**

Vesting Schedule Always 100% vested and non-forfeitable.

**Fixed Nonelective Contributions**

Vesting Schedule 0-3 YR 0% / 3 + YR 100%

**Discretionary Nonelective Contributions**

Vesting Schedule 0-3 YR 0% / 3 + YR 100%

**Qualified Nonelective Contributions**

Vesting Schedule Always 100% vested and non-forfeitable.

***Withdrawals Available Under the Plan***

Generally contributions may be withdrawn upon death, attainment of the Plan's normal retirement age (65), termination of employment, or plan termination if no successor plan is established. Withdrawals from the plan while still employed may be available, if you qualify. Not all contribution types are available for all withdrawals, and certain withdrawals may incur a suspension period under which you may not contribute to the Plan. Further information about in-service withdrawals may be found in the In-Service Withdrawals Section of your SPD. Generally withdrawals made before age 59 ½ are subject to a 10% additional tax; you can learn more about the extra tax in IRS Publication 575, Pension and Annuity Income.

- Age 59 ½ Withdrawal: If you have reached 59 ½ years of age, you may withdraw all or a portion of your entire vested Account.
- Rollover Contribution Withdrawal: If you have made Rollover Contributions then you may elect to withdraw all or a portion of those Contributions. There is no limit on the number of withdrawals of this type.
- After-Tax Contribution Withdrawal: If you have made After-Tax Contributions then you may elect to withdraw all or a portion of those Contributions. There is no limit on the number of withdrawals of this type. Also, you cannot withdraw after-tax contributions until they have been held in the Plan for at least 24 months.
- Hardship withdrawal: Hardship withdrawals must be for a specified need – for qualifying medical expenses, costs related to your principal residence (purchasing of, preventing eviction from or foreclosure on your principal residence, or repairing qualifying damages to such principal residence), qualifying post-secondary education expenses, qualifying burial or funeral expenses, or expenses and/or losses (including loss of income) for qualifying disasters. You must take other available withdrawals from all plans under the employer or any related employer before you can take a hardship. Please see the SPD or other available Plan information for additional details and requirements. Types of contributions available for hardship withdrawals are: Deferral and Roth Deferral, Match.
- Loans from your vested Account balance may be available if you qualify. You can obtain more information about loans in the Plan's Loan Procedures supplied by the Plan Administrator.
- Withdrawal for Participants Performing Qualified Military Service: If you are performing Qualified Military Service, you may elect to withdraw during your active duty period. You will be suspended from making any contributions for 6 months following the distribution.

### ***Other Information***

More information about the contributions made pursuant to the Plan or a copy of the most current Summary Plan Description (SPD) can be obtained by contacting Fidelity or:

Erin Cartwright  
811 Louisiana St, Suite 1200  
Houston, TX 77002  
(713) 860-2500

The information contained herein has been provided by the Plan Administrator.

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