

JEA 457 Deferred Compensation Plan

SUMMARY PLAN DESCRIPTION (SPD)

Amended and Restated Effective: January 1, 2024

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JEA 457 Deferred Compensation Plan SUMMARY PLAN DESCRIPTION

Article 1: Introduction

Type of Plan:

The JEA 457 Deferred Compensation Plan (the "Plan") allows you to supplement your retirement income by voluntarily saving and investing a portion of your compensation. The Plan offers both a pre-tax contribution option and a Roth (after-tax) contribution option. If you choose to participate in the Plan, you will "defer" or delay receiving a portion of your compensation until a later date, generally when you retire. You choose how your deferred compensation is invested while it is held in the Plan.

Summary Plan Description:

The purpose of this non-technical Summary Plan Description ("SPD") is to help you understand the Plan's terms. If there is any conflict between this SPD and the governing Plan documents, the governing Plan documents control. You can obtain a copy of the governing Plan documents by contacting the Plan Administrator (contact information in Article 2 below). You are encouraged to read this SPD and contact the Plan Administrator if you have any questions regarding your rights and obligations under the Plan.

Article 2: General Plan Information

This Article 2 contains information regarding the day-to-day administration of the Plan.

Plan Name: JEA 457 Deferred Compensation Plan

Plan Number: 001

Employer: JEA
225 N. Pearl Street
Jacksonville, FL 32202
(904) 665-5300

Employer Identification Number (EIN): 59-2983007

Plan Administrator:

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, provides you with forms necessary to request a distribution from the Plan, and directs the payment of your vested benefits when required under the Plan. The Plan Administrator may designate another person or persons to perform the duties of the Plan Administrator. The Plan Administrator or its delegate has full discretionary authority to interpret the Plan, including the authority to resolve ambiguities in the Plan document and to interpret the Plan's terms, including who is eligible to participate in the Plan and the benefit rights of participants and beneficiaries. All interpretations, constructions and determinations of the Plan Administrator or its delegate are final and binding on all persons, unless found by a court to be arbitrary and capricious.

JEA is the Plan Administrator. The Plan Administrator may designate other persons to carry out the day-to-day operations of the Plan. JEA has designated its Benefits Services personnel to carry out the

day-to-day operations of the Plan. If you have any questions about day-to-day operations of the Plan or your benefits under the Plan, please contact:

Address: JEA Benefits Services
225 N. Pearl Street
Jacksonville, FL 32202

Telephone: (904) 665-5300

E-mail: benefits@jea.com

Trustee:

All amounts contributed to the Plan are held by the Plan Trustee in a Trust. The Trustee is responsible for the safekeeping of the Trust funds and must fulfill all Trustee duties in a prudent manner and in the best interest of you and your beneficiaries. The Trust established on behalf of the Plan will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

The following is the name and address of the Plan Trustee:

Name: Great-West Trust Company, LLC

Address: 8525 East Orchard Road
Greenwood Village, Colorado 80111

Telephone: (877) 694-4015

Recordkeeper:

Empower Retirement, LLC (Empower) provides recordkeeping services to the Plan and maintains your Plan retirement account information. You can access information about your Plan retirement account by:

- Visiting <https://participant.empower-retirement.com>
- Calling (855) 756-4738
- Contacting customer service for the hearing impaired at (800) 766-4952

Plan Documents:

The Plan is maintained pursuant to governing documents, including:

- The formal Plan document consisting of the document titled "JEA 457 Deferred Compensation Plan" (restated effective May 19, 2014), with all subsequent amendments;
- Trust Agreement between JEA and Great-West Trust Company, LLC with an effective date of May 1, 2022; and
- Investment Policy Statement.

There is no collective bargaining agreement which provides for participation in this Plan or sets forth terms and conditions of this Plan.

The governing documents are available for examination at the address of the Employer or Plan Administrator upon reasonable request. Copies may be obtained upon request to the Employer or Plan Administrator.

Service of Legal Process:

Service of legal process may be made upon the Employer. In addition, service of legal process may be made upon the Plan Trustee or Plan Administrator.

Effective Date of Plan:

This Plan was originally effective June 1, 2002, but has been restated and amended since its original effective date. Unless designated otherwise, the provisions of the Plan as set forth in this Summary Plan Description are effective as of January 1, 2024.

Plan Year:

Many of the provisions of the Plan are applied on the basis of the Plan Year, and the Plan's records are kept on the basis of the Plan Year. For this purpose, the Plan Year is the calendar year running from January 1 through December 31.

Article 3: Eligibility

Who is eligible to participate in the Plan?

Generally, all full-time and part-time employees and employees in an elected or appointed position are eligible to participate in the Plan. However, leased employees, contractors, and anyone who is not treated by JEA as a common law employee are excluded from eligibility.

When am I eligible to begin participating?

If you are an employee and you are not one of the types of excluded employees, you are eligible to participate in the Plan on the first day of your employment with JEA.

Article 4: Enrollment

Am I required to enroll in the Plan?

No. Your participation in the Plan is voluntary.

How do I enroll in the Plan?

When you begin employment with JEA, you will receive enrollment information. You enroll in the Plan by properly completing the Plan's enrollment forms on the Empower website.

If I do not enroll in the Plan when I first start employment, can I enroll later?

Yes. You may choose to enroll at any time while you remain employed with JEA in an eligible position.

When will my enrollment be effective?

Your enrollment will be processed as soon as administratively possible after the Plan receives your completed enrollment forms, but will be no later than the calendar month following the calendar month in which your enrollment is received.

Do I have to re-enroll each year?

No. Your enrollment continues until you change or cancel your contribution election or you are no longer eligible to participate in the Plan.

Article 5: Plan Contributions

What types of contributions can I make to the Plan?

You can elect to make pre-tax contributions, Roth contributions (a type of after-tax contribution), or both pre-tax and Roth contributions to the Plan. You determine how much you want to contribute and the type of contribution you want to make. Your contributions will be withheld from your pay. Pre-tax contributions are not subject to income tax withholding at the time you make the contribution to the Plan. Roth contributions are subject to income tax withholding, but you generally do not pay income taxes on the amount of any investment earnings attributable to your Roth contributions when you withdraw the funds at a later date. You may want to consider consulting with your tax advisor or financial planner to determine what type and amount of contribution makes sense for you.

Is there a limit on how much I can contribute to the Plan?

You can contribute up to the federal tax law's maximum limit for the Plan year. The maximum limit is subject to change each year based on the maximum limits established by the Internal Revenue Service and may depend on your own personal circumstances. For the 2024 Plan year, generally your maximum limit will be one of the following three amounts:

- General limit of \$23,000; or
- Age 50+ catch-up limit of \$30,500; or
- Within three years of your normal retirement date, a possible maximum limit of \$46,000 (may be lower depending on your personal circumstances). For this purpose, your "normal retirement date" is generally a date you choose between age 65 and age 70½.

The maximum limit applies to the total amount of both your pre-tax and Roth (after-tax) contributions together. You can contact the Plan Administrator or Empower for more information about the maximum contribution limit that specifically applies to you.

Is there a minimum amount required for contributions to the Plan?

Yes. The governing Plan document allows the Plan Administrator to establish a minimum deferral amount. You can elect to: defer nothing; defer a specific dollar amount; or defer a percentage of your Plan compensation (for percentage deferrals, the minimum deferral amount is one percent (1%) of your Plan compensation).

What components of my compensation are eligible for deferral to this Plan?

Generally, for purposes of a deferral, your compensation is all cash compensation for your services to the Employer that is includible in your gross income for the calendar year plus amounts that are cash compensation but are not includible in your gross income based on application of Internal Revenue Code sections 125, 132(f), 401(k), 403(b), or 457(b). However, the following types of compensation cannot be deferred into the Plan:

- Bonuses;
- Overtime;
- Commissions; or
- Performance pay.

In addition, if you receive a differential wage payment because of your qualified military service, then the amount of the differential wage payment is eligible for deferral to the Plan.

How often can I change, stop, or re-start my contributions from my regular pay?

You may change, stop, or re-start your contributions from your regular pay at any time through your online Plan account at <https://participant.empower-retirement.com>. Alternatively, you may complete the Plan's Contribution Change Form and submit it to the Plan Administrator. You can specify a reasonable future date for your change to take effect (but not a past date). If you do not specify a future effective date for your change, then your change will be processed and made effective as soon as reasonably possible after you submit your change.

Can I make contributions to the Plan from my accrued annual leave sellback or rollback payments?

Yes, if you have not terminated employment, you may make a special election to defer your annual leave sellback and/or rollback payments to the Plan. To make this special election, you must complete the Contribution Change Form and submit it to the Plan Administrator before the beginning of the calendar month in which the leave rollback and/or leave sellback amounts would be paid to you. You must complete a new Contribution Change Form for each year in which you want to defer any of your rollback pay and/or sellback pay into the Plan. The election from one year does not remain in effect for subsequent years.

Can I contribute my accrued annual leave to the Plan before I retire or otherwise separate from employment?

Yes. If you are retiring from JEA or otherwise separating from employment with JEA, then you may make a special election to contribute pay for accrued but unused annual leave hours to the Plan (subject to the applicable maximum deferral limits). To defer any of your accrued leave pay into the Plan in connection with an upcoming separation from employment, you must complete the Contribution Change Form and submit it to the Plan Administrator as soon as possible and before the beginning of the calendar month in which you would be paid for your unused leave.

Can I make contributions to the Plan from payments I receive from JEA after I terminate employment?

In certain circumstances, yes. You may contribute compensation you receive from JEA after your employment termination date if the following two conditions are met:

- The payment is compensation that, absent a termination of employment, would have been paid to you had you continued in employment with JEA as regular compensation (for example, your salary, wages, fees, commissions, bonuses, and overtime pay; but please note that severance pay is not Plan compensation); and
- The payment is made to you no later than the later of: (i) the end of the calendar year in which you terminate employment with JEA, or (ii) within 2 ½ months after the termination of your employment with JEA.

Does JEA make contributions to the Plan?

The Plan permits, but does not require, JEA to make discretionary contributions to the Plan. At this time, JEA does not make discretionary contributions to the Plan.

JEA makes matching contributions to the Plan for a few active participants who were previously employed by St. Johns River Power Park System (SJRPP) and then transferred employment to JEA when the SJRPP plant was shut down, and who meet certain other conditions. If a participant satisfies all of the required conditions, then JEA will make a matching contribution to the Plan that is computed as a dollar-for-dollar match of the participant's voluntary elective deferral of regular pay to the Plan, up to the matching limit that

applies for each Plan year. For details on all of the required conditions, how the matching contribution is calculated, and the matching limit, please contact the Plan Administrator.

What happens to my contributions after they are deposited into the Plan?

A Plan account for your contributions is established in your name. Your Plan account is credited with the compensation you defer into the Plan, plus any earnings and less any expenses and investment losses for your Plan account. You will be provided with periodic account statements so you can track your Plan account.

Is there a waiting period before I am vested in my Plan account?

No. You are immediately vested in amounts you contribute to your Plan account and in any amounts that JEA may contribute to your account. "Vested" means you have an ownership interest in your account. Even though you have an ownership interest in your Plan account, some of your vested benefits could potentially be forfeited if Florida Statutes § 112.3173 applies and you are convicted of one of the offenses listed in that statute.

What happens to my Plan account if my employment with JEA ends?

You may take a distribution of your Plan account after you terminate employment with JEA. Alternatively, you can leave your account balance in the Plan if the value of your Plan account (including any rollover contributions) is \$5,000 or more. If your account balance is \$1,000 or less at the time of your employment termination, then you will receive the entire account balance in a lump sum distribution. If your account balance is more than \$1,000 but less than \$5,000, then your account balance will be distributed through a direct rollover into an individual retirement account (IRA) selected by the Plan Administrator unless you elect distribution in a lump sum payment or through a direct rollover to an "eligible retirement plan." An "eligible retirement plan" is generally any of the following types of plans:

- 401(a) or 401(k) qualified retirement plan;
- 403(a) qualified annuity plan;
- 403(b) tax-sheltered annuity plan;
- 457(b) plan of another governmental entity;
- 408(a) eligible individual retirement account; or
- 408(b) eligible individual retirement annuity.

Do my contributions continue if I take an approved leave of absence?

If you are on a paid leave of absence, then your deferral contributions will continue to be made from your paychecks unless you change or stop your elections either by submitting the change through your online Plan account at <https://participant.empower-retirement.com> or by submitting an election change form to the Plan Administrator. If you are on an unpaid leave of absence, then your deferral contributions will stop during the leave and will re-start when you return to work.

How does my military service affect my ability to contribute to the Plan?

If you become absent from your job due to qualified military service and then return to employment with JEA, you can make additional contributions to the Plan based on your period of qualified military service. The amount of the additional contributions cannot exceed the maximum amount you would have been permitted to contribute to the Plan during the period of your qualified military service had you actually been actively employed by JEA during that period. You must also make the additional contributions within a certain period of time following your return to employment with JEA. You would also be entitled to JEA contributions, if any, that you would have received under the Plan had you been employed by JEA during the period of your qualified military service. For more information about the Plan's terms concerning military service, you can contact the Plan Administrator.

Article 6: Rollovers Into the Plan

May I roll over amounts from other plans into this Plan?

You may be able to make a rollover contribution to this Plan of a distribution from an “eligible retirement plan.” The Plan may accept a rollover of amounts attributable to Roth contributions, but does not otherwise accept rollovers of after-tax contributions. An “eligible retirement plan” is generally any of the following types of plans:

- 401(a) or 401(k) qualified retirement plan;
- 403(a) qualified annuity plan;
- 403(b) tax-sheltered annuity plan;
- 457(b) plan of another governmental entity;
- 408(a) eligible individual retirement account; or
- 408(b) eligible individual retirement annuity.

How do I accomplish a rollover into this Plan?

A rollover contribution can be made directly from the trustee or custodian of the eligible retirement plan to Empower (the recordkeeper for this Plan). Alternatively, you may also roll over a cash distribution you received from an eligible retirement plan as long as you make the rollover contribution within 60 days after the date you received the distribution.

Empower will determine if a proposed rollover satisfies applicable requirements. Please contact Empower for instructions on how to start the rollover process.

What happens to the amounts I rollover into this Plan?

A Plan rollover account is established in your name. Your Plan rollover account is credited with the amount you rolled over into the Plan, plus any investment earnings and less any expenses and investment losses of your Plan rollover account. You are immediately 100% vested in your Plan rollover account.

Article 7: Your Plan Account Investments

How are my contributions and rollovers invested?

When you enroll in the Plan, you will direct the investment of your Plan account (both your contributions from your JEA compensation and any rollover account) by selecting one or more of the investment funds from the Plan’s menu of investment options. You can review the investment options, learn about their objectives, past performance, and fees, and monitor the performance of your investments by visiting <https://participant.empower-retirement.com> or by calling (855) 756-4738 (TDD at (800) 766-4952). If you do not make an investment election, then your contributions to the Plan will be invested in the default investment option until such time as you provide an investment election.

You also have the option of establishing a self-directed brokerage account with Charles Schwab & Co., Inc. (Schwab) and directing some of your contributions to the Plan into your self-directed brokerage account. You will have more investment options available to you through a self-directed brokerage than the Plan’s menu of investment options including mutual funds, stocks, and bonds; however, please be aware that the Plan’s Investment Advisory Committee does not evaluate or select the investment options that are available through a self-directed brokerage account. You should carefully evaluate any investment option before deciding to invest. For more information about the self-directed brokerage account option, please contact Empower at (855) 756-4738 (TDD at (800) 766-4952) or Schwab at (866) 855-9102.

How do I change my investment elections?

You can change your investment elections through your online Plan account at <https://participant.empower-retirement.com>. There may be restrictions on trading that impact your proposed investment change. Visit Empower online or call Empower at (855) 756-4738 (TDD at (800) 766-4952).

If you have a self-directed brokerage account, then you may change your investments in that account through your online account at www.schwab.com or call Schwab at (866) 855-9102.

Is there a chance that I could receive less than I contributed to the Plan?

Yes, that is a possibility. Your Plan account value (and, if applicable, your self-directed brokerage account) will fluctuate with the market value of your chosen investment options. Therefore, your account value could go up or it could go down. The type of risk varies from one investment to another. Although Plan assets are held in trust, Plan benefits are not insured. Even if an investment product is guaranteed by the investment provider against risk of loss, if the investment provider becomes insolvent, it is still possible to lose your principal.

With respect to investments through your Plan account, the Plan's Investment Advisory Committee regularly reviews the Plan's menu of investment options to make sure that a variety of investments with varying risk levels are available for participants to choose from. It is important that you understand the risks involved in your investment choices. You can obtain detailed information about the Plan's current investment options by visiting Empower online or by calling Empower at (855) 756-4738 (TDD at (800) 766-4952).

With respect to investments through your self-directed brokerage account (if you select that option), the Plan's Investment Advisory Committee does not review the various investment options that are available. It is important that you understand the risks involved in your investment choices. You should review available information concerning any investment you are considering, including prospectuses, annual reports, quarterly reports, other securities filings, and analyst reports. You also may wish to consider consulting with a financial advisor to assist you in making any investment decisions.

Could the Plan's menu of investment options change in the future?

Yes. The Plan's Investment Advisory Committee develops the Plan's Investment Policy Statement and selects the menu of investment options in accordance with that Policy Statement. The Investment Advisory Committee monitors the investment options on a regular basis and may make changes in the investment options in its discretion. You will always be notified of any change.

Are there limits on the number or frequency of investment transactions?

The investment options available under the Plan are generally intended to be long-term investments suitable for retirement savings and are not designed to accommodate frequent exchanges (purchases and sales) by participants. An exchange occurs any time you transfer all or a portion of your account from one investment option to another. Frequent exchanges by participants may be harmful to the performance of the Plan's investments by increasing transaction costs that are shared by all investors and by interfering with portfolio management. Therefore, the Plan administration representatives and/or the entities that provide investments and administrative services to the Plan have adopted one or more of the following procedures to discourage these activities. Procedures may include, but are not limited to, the following:

- limits on the frequency with which you may submit investment directions;
- limits on the frequency with which you may transfer in and out of investment options;
- limits on the dollar value of investments;
- limits on the ability to transfer between competing funds;
- fees applied when you transfer out of an investment option within a certain period of time after transferring into the investment option;
- restrictions on the means by which you may submit investment directions; and

- other procedures which the Plan administrative representatives or the Plan's service provider determine to be appropriate to prevent or discourage frequent trading activity.

You should keep in mind that such procedures may not detect or prevent all frequent trading in the Plan's investment options and that these activities may be harmful to investment performance.

Additional Information about Certain Types of Potential Investments

If this Plan offers (or at some time in the future, offers) a stable value investment option, there are unique features of this plan investment option that you should understand. Certain stable value investment alternatives, including a guaranteed interest account ("GIA") (also referred to as a fixed account or general account), separate account guaranteed interest account ("SAGIC") and Capital Preservation Account, provide for a fixed crediting rate that is reset on a periodic basis, at least annually.

Participants' accounts invested in a GIA, SAGIC or Capital Preservation Account will be paid out at book value for participant-initiated transactions, such as transfers to other investment options, loans and distribution in the event of hardship and upon a participant's retirement, death, disability and certain separations from service. The amount in your retirement account invested in these options will be reported on your participant statements and on the participant website at book value.

However, if GIA, SAGIC, Capital Preservation Account or other stable return investment options are ever fully or partially terminated (for example, employer initiated terminations such as a lay-off), special rules apply. For example, when the investment option is fully or partially terminated, a participant may receive the "liquidation value" of the investment, which may either be more or less than the book value. As a result of this adjustment, a participant's account balance may either be increased or decreased at the time of the termination. Alternatively, when the investment option is fully or partially terminated, withdrawals attributable to the investment may be paid out without application of a market value adjustment, but the withdrawal may be deferred for a period of several months to several years.

The stable value investment alternative that is available under this Plan, if any, and the special rules that apply upon full or partial termination of the investment option are more fully explained in the stable value investment's applicable investment profile or prospectus (regulatory publication). You may obtain an investment profile or prospectus by contacting Empower. Please review this information carefully before investing.

Please note that the investment types discussed above may or may not be an investment option in this Plan.

Article 8: Withdrawals from the Plan While Employed

Could I ever receive a distribution from my Plan account while still employed by JEA?

There are a limited number of situations in which you could take a distribution while still employed by JEA (an "in-service distribution"). Below are the circumstances in which an in-service distribution to you may be approved:

- An unforeseeable emergency withdrawal.
- A de minimis withdrawal.
- An age 70½ withdrawal.
- A withdrawal of amounts you rolled over into this Plan.
- A Qualified Military Reservist withdrawal.

Please note that withdrawals are generally subject to required income tax withholding.

You may contact the Plan Administrator or Empower for information about withdrawal requirements and processes and a general explanation of potential tax consequences. Please obtain advice from your own tax advisor about your specific circumstances and details about any tax consequences to you.

Can I receive a withdrawal from my Plan account if I have a financial need?

This is rarely permitted. Withdrawals are only allowed in extremely limited circumstances that meet the definition of an “unforeseeable emergency” (described in response to the next question below).

You should not consider the Plan to be a savings account that you can access at any time. If you do not have sufficient resources to meet your foreseeable expenses (for example, the purchase of a car or normal car repairs, purchase of a home or normal home repairs, educational expenses, etc.), then you should consider whether it is prudent to make contributions to the Plan and in what amount. Additionally, if you have significant personal debt, you should consider whether it is prudent to make contributions to the Plan, particularly if the interest rate(s) on your debt are higher than the investment earnings you believe you would achieve under the Plan.

What is an “unforeseeable emergency”?

An “unforeseeable emergency” is a severe financial hardship resulting from your illness or accident (or that of your spouse, dependent, or beneficiary), the loss of your property due to an uninsured or underinsured casualty, or other similar extraordinary and unforeseeable circumstances arising from events beyond your control. If you believe you are experiencing an unforeseeable emergency and wish to request a Plan withdrawal, you must submit your request in writing. You will be required to provide evidence to support your request. Your deferral contributions must also be stopped before an unforeseeable emergency withdrawal can occur. Empower assists the Plan Administrator in determining whether an unforeseeable emergency exists based on the facts and circumstances and applicable law, and determines the amount, if any, of a permissible unforeseeable emergency withdrawal. For more information about unforeseeable emergency withdrawal requirements and processes and a general explanation of potential tax consequences, please contact Empower or the Plan Administrator.

What is a “de minimis withdrawal”?

A “de minimis withdrawal” is the withdrawal of your entire Plan account balance if certain conditions are met. You can make a one-time request for a “de minimis withdrawal” if:

- Your total Plan account balance (including any amounts held in a self-directed brokerage account) is \$5,000 or less;
- You have not made any contributions to the Plan for a two-year period;
- Your request is for your entire Plan account balance; and
- You have never previously received a de minimis withdrawal from the Plan.

You may contact Empower or the Plan Administrator about de minimis withdrawal requirements and processes and a general explanation of potential tax consequences.

What is an age 70½ withdrawal?

Even if you are still employed by JEA, you can request a withdrawal of all or a portion of your Plan account (including any amounts held in a self-directed brokerage account) on or after the first day of the calendar year in which you will reach age 70½. You may contact Empower or the Plan Administrator for information about age 70½ withdrawal requirements and processes and a general explanation of potential tax consequences.

When can I obtain a withdrawal of amounts I rolled over into this Plan?

Even if you are still employed by JEA, you can request a withdrawal of all or a portion of your Plan rollover account at any time except that any Roth contributions that are rolled over into the Plan are not eligible for

in-service withdrawal. Please note that an early withdrawal tax penalty may apply if you have not reached age 59½, depending on the type of plan that was the original source of the rollover funds.

What is a Qualified Military Reservist withdrawal?

A Qualified Military Reservist withdrawal is a type of withdrawal permitted for a participant who is a member of the “reserve component” and who is ordered or called to active duty for a period longer than 179 days or for an indefinite period. The “reserve component” means the Army National Guard of the United States, the Army Reserve, the Navy Reserve, the Marine Corps Reserve, the Air National Guard of the United States, the Air Force Reserve, the Coast Guard Reserve, or the Reserve Corps of the Public Health Service. If you meet these requirements, then you may elect to receive a withdrawal of all or a portion of your Plan account attributable to your contributions to the Plan (that is, to the extent there are any Employer contributions in your Plan account, you may not withdraw the value of your Plan account attributable to those). The withdrawal must be made during the period that you are on active duty.

Article 9: Receiving Plan Benefits After Employment Ends

If my employment with JEA ends, when will my Plan benefits be payable?

If your employment with JEA ends for any reason, your Plan account becomes payable at that time, but you will be able to keep your funds in your Plan account if your Plan account's value at the time of employment termination is more than \$5,000.

Regardless of the value of your Plan account, you can elect to receive payment as soon as reasonably possible. If you make that election, the value of your Plan account will be determined and distributed as soon as reasonable possible after the Plan and Empower receive and approve your properly completed distribution election form. Please note that distributions may be subject to income tax withholding.

Account Balance of \$5,000 or Less. If you terminate employment and you have an account balance of \$5,000 or less as of your termination date, then the Plan will automatically distribute the value of your Plan account even if you do not make a distribution election, as follows:

- If you have an account balance (including rollover contributions) of *\$1,000 or less*, then the Plan will distribute your entire account balance to you in a lump sum payment as soon as reasonably possible after your employment ends.
- If you have an account balance (including rollover contributions) *between \$1,000.01 and \$5,000*, then the Plan will automatically roll over your entire account balance to an individual retirement account selected by the Plan Administrator unless you affirmatively elect to have the distribution made in a lump sum payment to you or through a direct rollover to another eligible retirement plan.

Account Balance of More Than \$5,000. If you terminate employment and you have an account balance of more than \$5,000, then you may keep your funds in your Plan account or you may elect at any time after employment termination to take a distribution of your Plan account by submitting a properly completed distribution election form to Empower. If you do not request a distribution of your account balance, your balance will remain in the Plan until you are legally required to begin taking certain minimum distributions (please see the next question-and-answer below in this Article for more information).

Is there a time when I will be required to receive some or all of my Plan benefits?

Yes. Under federal tax law, if you have not begun taking distributions before you attain your “Required Beginning Date,” the Plan generally must commence distributions to you as of such date. For this purpose, your “Required Beginning Date” is April 1 following the end of the calendar year in which you reach your “Applicable Age” or terminate employment, whichever is later. For this purpose, effective as of January 1, 2023, your “Applicable Age” is determined as follows:

- If you attained age seventy-and-one-half (70.5) by December 31, 2019, your Applicable Age is **age seventy-and-one-half (70.5)**;
- If you attained age seventy-two (72) between January 1, 2020 and December 31, 2022, your Applicable Age is **age seventy (72)**;
- If you attain age seventy-two (72) after December 31, 2022 and you attain age seventy-three (73) before January 1, 2033, your Applicable Age is **age seventy-three (73)**; or
- If you attain age seventy-four (74) after December 31, 2032, your Applicable Age is **age seventy-five (75)**.

Once you reach your Required Beginning Date, distributions to you will commence as required under the Plan. You will be informed of the amount you are required to receive once you reach your Required Beginning Date. The payment of benefits under the required minimum distribution rules is important because if you do not receive your required minimum distribution, the IRS may require you to pay a 25% excise tax on the difference between your required minimum distribution and any lesser amount actually distributed to you.

May I choose between different forms of distributions for my Plan benefits?

Yes. The Plan allows you to select among several possible distribution forms:

- Lump sum payment of your entire account balance;
- Partial payment of your account balance;
- Series of installments over a period of years (payable on a monthly, quarterly, semi-annual, or annual basis), provided that the period of years is no longer than your life expectancy;
- Purchase of a single premium nontransferable annuity contract;
- Rollover to an eligible retirement plan (unless the distribution is a required minimum distribution).

You may elect to have your distribution made in more than one form. Please contact Empower for more information about your distribution options, a general explanation of potential tax treatment of distributions, and instructions on how to start the distribution process.

Can I roll over amounts from this Plan into a different plan?

Some payments from this Plan will be eligible to be rolled over into a different “eligible retirement plan.” An “eligible retirement plan” is generally any one of the following types of plans:

- 401(a) or 401(k) qualified retirement plan;
- 403(a) qualified annuity plan;
- 403(b) tax-sheltered annuity plan;
- 457(b) plan of another governmental entity;
- 408(a) eligible individual retirement account; or
- 408(b) eligible individual retirement annuity.

By electing to roll over your eligible distribution to a different eligible retirement plan, you may delay paying income taxes until you actually receive a distribution at a later date.

Empower can tell you what portion, if any, of your benefit payment is an “eligible rollover distribution” and how to start the rollover process.

Article 10: Beneficiary Designation and Survivor Benefits

What happens to my Plan account balance if I die?

Your Plan account balance will be payable to the persons you designated as your beneficiaries for purposes of the Plan.

How do I designate my beneficiary?

You can designate one or more beneficiaries to receive your Plan account upon your death by logging into your online Plan account at <https://participant.empower-retirement.com> and entering or updating your beneficiary designation.

Can I change my beneficiary?

Yes. At any time, you can change one or more of your beneficiaries by logging into your online Plan account at <https://participant.empower-retirement.com> and updating your beneficiary designation.

What happens if I do not designate a beneficiary or if my beneficiaries die before me?

If you do not designate a beneficiary or if all of your beneficiaries die before you, then your Plan account will be distributed to your estate.

What should I do if I get divorced after I made my last beneficiary designation?

If your most recent beneficiary designation names your ex-spouse as your beneficiary, that pre-divorce beneficiary designation will no longer be valid. Therefore, your Plan account will not be paid to your ex-spouse in the event of your death. There are two exceptions to this rule:

- Court Order: If there is a court order from your divorce case that requires you to keep your ex-spouse as your Plan beneficiary, then you must provide a certified copy of the divorce order to the Plan Administrator.
- Voluntary Re-Designation: If there's no court order, but you still want to voluntarily keep your ex-spouse as your beneficiary, then you must log into your online Plan account at <https://participant.empower-retirement.com> and re-designate your ex-spouse as your beneficiary.

If these two exceptions do not apply, then you should file a new Plan beneficiary designation form with the Plan Administrator to name a different person or persons as your beneficiary.

How will Plan benefits be paid to my beneficiary after I die?

Your beneficiary will be able to choose from a variety of payment options under the Plan. However, federal tax law imposes certain requirements on when distributions must begin and when the distribution of your Plan account must be completed. Please contact the Plan Administrator or Empower for more information regarding the details of beneficiary distribution options.

Article 11: Loans

May I obtain a loan from the Plan?

You may be eligible to obtain a loan from the Plan if you are an active employee and you satisfy the conditions to obtain a loan. The Plan permits participants who are active employees to take a loan from the Plan. Loans are not available to former employees or to employees' beneficiaries (including an alternate

payee under a QDRO). Your ability to obtain a participant loan depends on several factors. The Plan Administrator or a designated Plan representative will determine whether you satisfy these factors.

What are the Plan's loan procedures?

To obtain a loan, you must log into your online Plan account at <https://participant.empower-retirement.com> and complete the steps to request a loan. Loans are available to participants on a reasonably equivalent basis.

The Plan Administrator, in making a determination as to whether you qualify for a loan may consider, in a uniform and nondiscriminatory manner, reasonable criteria including but not limited to: your creditworthiness and your general ability to repay the loan; the period of time you have been employed by the Employer; whether adequate security has been provided for the loan; and whether you have defaulted on a previous loan or had a previous loan declared to be a deemed distribution on account of failure to timely repay a loan in accordance with its terms. The Plan Administrator may request that you provide additional information, such as financial statements, tax returns, and credit reports to make this determination.

You must sign a promissory note agreeing to make periodic payments to repay the loan and execute a pledge of up to 50% of your Plan account balance as security for the loan.

Please see the Plan's Loan Program Policy or contact Empower for more information.

Will I be charged interest on my loan?

Yes. If you take a loan from the Plan, you will be charged a reasonable interest rate, which will be based on the prevailing interest rate charged on similar commercial loans under similar circumstances by companies in the business of lending money. The Plan Administrator or other designated Plan representative will disclose the applicable interest rate at the time you request the loan.

Are there restrictions on the amount or number of loans that I can obtain?

Yes. You may only have one outstanding loan from the Plan at any time. The total amount you may take as a loan from the Plan may not exceed 50% of your vested Plan account balance or \$50,000, whichever is less. The minimum loan amount is \$1,000.

How does loan repayment work?

If approved, your loan will provide for level amortization with payments to be made not less frequently than quarterly. Generally, the term of your loan will be at least 12 months, but not more than five (5) years. However, if the loan is for the purchase of your principal residence, the Plan Administrator may permit a longer repayment term (but in no case more than 30 years). Generally, the Plan Administrator will require that you repay your loan by making direct payment to Empower.

If you have go on military leave or have a leave of absence that is unpaid or with reduced pay while you have an outstanding loan, please contact Empower to learn more about your repayment options.

What if I am unable to repay the loan?

If you fail to make payments when they are due under the terms of the loan, you will be considered to be "in default." The Plan Administrator will consider your loan to be in default if any scheduled loan payment is not made by the end of the last business day of the calendar quarter following the calendar quarter in which the missed payment was due.

If you default on your loan, the Plan would collect the principal balance owed on the loan plus accrued interest on the principal amount. Your Plan account will be reduced by the total outstanding balance, and

this will be treated as a deemed distribution from the Plan. The Plan will report this amount on a Form 1099-R issued to you, and the amount would be taxable income to you. Depending on the circumstances, the IRS may also impose an early withdrawal penalty if you are under age 59½ at the time of the deemed distribution.

What if I terminate employment before my loan is repaid?

If you terminate employment, then your loan generally becomes due and payable in full immediately. You may repay the entire outstanding balance of the loan (including any accrued interest). If you do not repay the entire outstanding loan balance, this would be treated as a deemed distribution from the Plan. The Plan would report this amount on a Form 1099-R issued to you, and the amount would be taxable income to you. Depending on the circumstances, the IRS may also impose an early withdrawal penalty if you are under age 59½ at the time of the deemed distribution.

What if I die before my loan is repaid?

If you die before your loan is repaid, your estate will be your beneficiary as to the portion of your Plan account that is security for the remaining balance of the loan. Your estate will not have the opportunity to repay the loan. Instead, your Plan account will be reduced by the outstanding balance of the loan plus any accrued interest, and this would be treated as a deemed distribution from the Plan. The amount of the distribution would be reported on a Form 1099-R issued to your estate and would be taxable income to the estate.

Can I change the terms of my loan?

You may request to renegotiate your loan from the Plan. However, the renegotiated loan still must satisfy the same requirements as your original loan, including the reasonable interest rate requirement, the periodic repayment requirement, the adequate security requirement, and the maximum loan amount. The Plan Administrator will only grant approval of renegotiated loan terms if they meet the requirements of the Plan's Loan Program Policy.

Article 12: Claims

How do I submit a claim under the Plan?

Claims under the Plan must be filed in writing with the Plan Administrator, addressed as follows:

JEA, as Plan Administrator of
JEA 457 Deferred Compensation Plan
Attn: JEA Benefits Services – Claims
225 N. Pearl Steet
Jacksonville, FL 32202

You must file your claim with the Plan Administrator within 45 days of the date on which your claim accrues.

How will my claim be determined?

The Plan Administrator will conduct a full and fair review and will either grant or deny such claim, in whole or in part. If your claim is wholly or partially denied, the Plan Administrator will provide you with notification of the Plan's adverse determination within a reasonable time period after you submit your claim.

The Plan Administrator and all persons determining or reviewing claims have full discretion to determine benefit claims under the Plan. Any interpretation, determination or other action of such persons shall be conclusive and binding on all persons except as otherwise provided by applicable law.

Notwithstanding the foregoing, to the extent that Florida Statutes § 112.3173 applies (providing for forfeiture of certain benefits if a retirement plan participant is convicted of one of the offenses listed in the statute),

How do I appeal a denial of my claim?

If you want to appeal a denial of your claim (whether the denial was a partial denial or a complete denial), you may file an appeal in writing with the Plan Administrator. You must file your appeal no later than 60 calendar days after you receive the written notice of the denial of your claim. In your appeal, you must explain why you believe your claim was wrongly decided and provide any documents or other information that support your claim.

The Plan Administrator will conduct a full and fair review of your appeal and any documentation you submit and will either grant or deny such claim, in whole or in part. The Plan Administrator will provide you with written notice of a decision within a reasonable time period after you submit your appeal. If a written decision is not furnished to you within the described time limitations, your appeal will be deemed denied.

Article 13: Additional Important Information You Should Know

What law applies to the Plan?

The Plan is governed by federal and Florida law, including certain provisions of the United States Internal Revenue Code and the Florida Protection of Public Employee Retirement Benefits Act.

Is the Plan subject to marital court orders?

Yes. Deferred compensation plan accounts are generally considered marital assets and are subject to equitable distribution under marital court orders, such as a divorce order. The Plan has Qualified Domestic Relations Order Procedures for processing marital court orders. You can obtain a copy of those procedures from the Plan Administrator.

Can the Plan be amended or terminated?

Yes. While it is anticipated that the Plan will continue indefinitely, JEA has reserved the right to amend or terminate the Plan at any time. However, no amendment or termination may decrease your vested benefits.

Does the Plan provide employment rights?

No. The Plan not an employment contract. Nothing in the Plan or this SPD gives an individual a right to remain an employee of JEA, and nothing in the Plan or this SPD affects any rights that JEA may have to terminate an individual's employment.

Should I consult my own tax advisor?

Yes. While the Plan is intended to qualify as an eligible governmental deferred compensation plan under Internal Revenue Code section 457(b), neither JEA, the Plan Administrator, the Investment Advisory Committee, Empower, nor any officer, director, employee, or agent of any of them can make any guarantees regarding the tax consequences of participating in this Plan or receiving a distribution from this Plan. The tax rules are complex, and changes to the Internal Revenue Code, state tax laws, or applicable regulations could occur at any time. Therefore, you are encouraged to discuss your own situation with your tax advisor before you participate in this Plan and before you request a loan or a distribution from this Plan.

Besides the actions already described in this SPD, what else should I do?

- Always review your paystubs to confirm that your payroll deductions for Plan contributions are correct. If you notice a possible error, please immediately contact the JEA Benefits Service Department.
- Always review your periodic Plan account statements and contact Empower if you have questions about them.
- Keep your address of record current with Empower and the Plan Administrator.
- Check your beneficiary designation periodically to make sure its current and reflects your intentions about who should receive your Plan benefits upon your death.

Who should I contact if I have additional questions about the Plan?

Empower

- Online: <https://participant.empower-retirement.com>
- Telephone: (855) 756-4738
- TDD: (800) 766-4952

JEA Benefits Services

- Telephone: (904) 665-5300
- E-mail: benefits@jea.com