June 1, 2023

SUMMARY OF MATERIAL MODIFICATIONS TO THE CLAYTON HOMES, INC. GROUP HEALTH AND WELFARE PLAN

This document is a summary of material modifications ("**SMM**") to the Summary Plan Descriptions ("**SPDs**") for the welfare benefits available under the Clayton Homes, Inc. Group Health and Welfare Plan (referred to herein as the "**plan**"). This SMM contains additional plan terms affecting your rights and benefits under the plan, including but not limited to changes to benefits in connection with COVID-19. Please read it carefully. Additional information about the plan can be found in the SPDs and the plan's "Wrap-around" Summary Plan Description Document with ERISA Information for Clayton Homes, Inc. Group Health and Welfare Plan (the "**Wrap SPD**"). For a copy of the SPDs or the Wrap SPD, or both, please log onto www.myclaytonbenefits.com or contact the Plan Administrator using the information at the end of this supplement.

EXPIRATION OF COVID-19 PUBLIC HEALTH EMERGENCY EFFECT ON BENEFITS

CLAYTON HOMES, INC. GROUP HEALTH PLAN

SIMPLE AND SIMPLE PLUS OPTIONS

Effective March 1, 2020, several changes were made to the plan to address COVID-19 testing, treatment and preventive services as required by the Families First Coronavirus Response Act ("**FFCRA**") and the Coronavirus Aid, Relief, and Economic Security Act ("**CARES Act**"). Generally, approved COVID-19 diagnostic testing, including over-the-counter diagnostic tests, and out-of-network qualifying preventive services for COVID-19, including CDC-recommended vaccines, were covered at 100% with no cost-sharing (*i.e.*, no copay, no deductible, no coinsurance) and no prior authorization.

Effective as of **May 12, 2023**, due to the end of the federally declared Public Health Emergency period (and the resulting end of the federal mandate for group health plans to provide COVID-19 testing, preventative services, and treatment on a cost-free basis), the plan will no longer cover the following items and services at 100% with no cost-sharing:

- Over-the-counter COVID-19 diagnostic tests;
- With respect to out-of-network providers, qualifying preventative services for COVID-19, including CDC-recommended vaccines; and
- In-network treatment and services in connection with a positive COVID-19 diagnosis (*e.g.*, in-network office, urgent care, or emergency room visits; behavioral health visits; telehealth services; or inpatient hospital expenses).

Coverage for COVID-19 diagnostic tests will be treated the same as any other diagnostic tests covered under the plan and will be subject to the same cost-sharing rates as set forth in the applicable Summary of Benefits and Coverage. Coverage for over-the-counter COVID-19 diagnostic tests will no longer be covered under the plan.

Out-of-network qualifying preventative services, including CDC-recommended COVID-19 vaccines, will continue to be covered at the out-of-network benefit level. Note that you may have to pay for such out-of-network services to the extent they are not covered by the plan.

In-network COVID-19 related treatment and services (*e.g.*, in-network office, urgent care, and emergency room visits; behavioral health visits; telehealth services; or inpatient hospital expenses) provided in connection with a positive COVID-19 diagnosis will be treated the same as similar in-network treatment and services for other diagnosed illness and conditions covered under the plan and will be subject to the same cost-sharing rates as set forth in the applicable Summary of Benefits and Coverage.

EXPIRATION OF COVID-19 NATIONAL EMERGENCY EFFECT ON OUTBREAK PERIOD EXTENSIONS OF CERTAIN DEADLINES FOR CLAYTON'S SELF-FUNDED HEALTH AND WELFARE PLANS

CLAYTON HOMES, INC. GROUP HEALTH PLAN

CLAYTON HOMES, INC. GROUP DENTAL PLAN

CLAYTON HOMES, INC. SHORT-TERM DISABILITY PLAN

CLAYTON HOMES, INC. MATERNITY DISABILITY PLAN

CLAYTON HOMES, INC. EMPLOYEE ASSISTANCE PLAN ("EAP")

CLAYTON HOMES, INC. CAFETERIA PLAN

HEALTH FLEXIBLE SPENDING ACCOUNT ("Health FSA")

We previously informed you that several government agencies, in connection with the COVID-19 pandemic, mandated that certain regulatory deadlines would be extended during the "Outbreak Period," which began March 1, 2020 and is set to end 60 days after the government announces an end to the current "National Emergency." Through recent legislation, the government ended the National Emergency effective as of **April 10, 2023**. Accordingly, the Outbreak Period will end on **June 9, 2023** (*i.e.*, 60 days after the end of the National Emergency on April 10, 2023). However, because the government previously announced that the end of the Outbreak Period would be July 10, 2023, and for the sake of administrative convenience and to avoid confusion over special plan deadlines related to or affected by the end of the Outbreak Period, the plan has designated the end of the Outbreak Period to be **July 10, 2023** (generally referred to herein as "**the designated end of the Outbreak Period**") with respect to any plan deadline affecting your rights under COBRA, HIPAA or the plan's claims procedures.

As a result, any of the deadlines and time periods described below that were extended as a result of the Outbreak Period (and have not yet expired and will not expire prior to July 10, 2023) will start to run again following the end of the Outbreak Period on July 10, 2023. The following information, which takes into account the end of the National Emergency and upcoming designated end of the Outbreak Period, is an updated version of the information previously provided to you regarding these deadlines:

- **COBRA:** For all of the Company health plans subject to COBRA (*i.e.*, health, dental, vision, Health FSA, EAP), the 60-day election period for COBRA continuation coverage, the 45-day initial premium payment period, and the 30-day grace period for making subsequent monthly COBRA premium payments are all paused during the Outbreak Period and will restart on the earlier of (i) one year from when you were first eligible for an extension under the Outbreak Period (*e.g.*, when you received your COBRA election notice) or (ii) July 10, 2023 (*i.e.*, the designated end of the Outbreak Period). Additionally, the 60-day period for notifying the plan of a qualifying event that is a divorce, separation, or child's loss of dependent status, and for notifying the plan of a disability determination, is also paused and will restart over the same timeframe.
    - For example, if you terminate employment and received your COBRA election notice on March 1, 2023, your 60-day COBRA election period normally would end on April 30, 2023. However, while the Outbreak Period is ongoing, that election period will not begin until the earlier of (i) March 1, 2024, or (ii) the designated end of the Outbreak Period (*i.e.*, July 10, 2023). In this case, the designated end of the Outbreak Period will come first, which means that your 60-day COBRA election period will begin to run on July 10, 2023, and you will have until September 8, 2023 (*i.e.*, 60 days following the designated end of the Outbreak Period on July 10, 2023) to elect COBRA.
    - Note that even though the Outbreak Period may have provided you with more time to make your COBRA election and pay your premiums, claims will not be paid until you have timely paid the necessary premium(s).

- **HIPAA Special Enrollment Event:** The 30-day period (or 60-day period, if applicable) for requesting enrollment in the health plan based on a HIPAA Special Enrollment Event (adding a dependent through marriage, birth, or adoption; losing eligibility for other coverage; or gaining eligibility for state premium assistance subsidies) is also paused during the Outbreak Period, and will restart the earlier of (i) one year from when you were first eligible for an extension under the Outbreak Period (*e.g.*, when your enrollment right arose) or (ii) July 10, 2023 (*i.e.*, the designated end of the Outbreak Period).
- **Claims Procedures:** The various timelines that apply to claims procedures under all of the Company's self-funded welfare plans subject to the Employee Retirement Income Security Act ("**ERISA**") (including a Health FSA provided under the Clayton Homes, Inc. Cafeteria Plan) are paused during the Outbreak Period, and will restart the earlier of (i) one year from when you were first eligible for an extension under the Outbreak Period (*e.g.*, when you received an adverse benefit determination) or (ii) July 10, 2023 (*i.e.*, the designated end of the Outbreak Period). This applies to the following deadlines:
    - Filing a claim for benefits under a plan's claims procedures (including Health FSA reimbursements);
    - Filing an appeal for an adverse benefit determination; and
    - Filing a request for external review under the health plan, and filing related information to perfect such request.
- Because the 90-day runout period for filing 2022 Health FSA claims would normally fall on March 31, 2023 you now have until October 8, 2023, 90 days following the designated end of the Outbreak Period, to file 2022 claims.
- The extended deadline for filing Health FSA reimbursements does not apply to Dependent Care FSA reimbursements because a Dependent Care FSA is not an ERISA plan. The Dependent Care FSA deadline for requesting reimbursements was March 31, 2023.
- **Other affected deadlines:** Other deadlines that were paused during the Outbreak Period, and will restart the earlier of (i) one year from when you were first eligible for an extension under the Outbreak Period or (ii) July 10, 2023 (*i.e.*, the designated end of the Outbreak Period) are listed below:
    - Notice of a change-in-status event that permits you to change your enrollment elections under the Cafeteria Plan; and,
    - Filing for short-term disability or maternity disability benefits.

Please note that following the expiration of the special extended deadlines set forth above, the plan's normal deadlines will apply.

VIRTA DIABETES REVERSAL SERVICES FROM VIRTA MEDICAL

Covered Team Members and their covered dependents ("**Covered Members**") who are aged 18 to 79 and who are determined by Virta Medical ("**Virta**") to satisfy one or more type 2 diabetes-related conditions (the "**Eligibility Conditions**") are eligible for diabetes reversal services from Virta ("**Virta Diabetes Reversal Services**"). The Eligibility Conditions are listed in 1. through 3. below:

1. Laboratory evidence of type 2 diabetes where the Covered Member has: (i) an A1c lab value equal to or greater than 6.5; (ii) fasting plasma glucose equal to or greater than 126; or, (iii) two-hour plasma glucose during a 75-g oral glucose tolerance test that is greater than 200.
2. A documented diagnosis of type 2 diabetes.
3. The Covered Member is on diabetes prescription medication to treat type 2 diabetes ("**Type 2 Diabetes Medication**"), provided that a Covered Member who is on a Type 2 Diabetes Medication which is or may be prescribed to treat medical conditions other than type 2 diabetes may, within the sole discretion of Virta, also be required to satisfy either 1. or 2. above. If you are on Type 2 Diabetes Medication, you may contact Virta at virtahealth.com/join/clayton (click the tab for "Check Eligibility" when

prompted to complete your health history) in order to determine whether additional evidence of type 2 diabetes is required in order to meet the Eligibility Conditions.

Notwithstanding the above, Virta Diabetes Reversal Services are not available to a Covered Member with one or more of the medical conditions listed below:

- Advanced heart failure;
- Advanced chronic kidney disease;
- Advanced liver disease;
- Psychiatric disorders with psychotic features, active suicidal ideation, active mania, or impaired self-care;
- Advanced neurologic disease resulting in unreliable compliance with the Virta Diabetes Reversal Services;
- Type 1 diabetes;
- Certain metabolic disorders (*e.g*., carnitine disorders, glycogen storage disease);
- Pregnant and breastfeeding women;
- Pancreatic insufficiency or other gastrointestinal disorders causing significant fat malabsorption; or,
- Conditions treated with Exclusion Medications, including without limitation Desmopressin (DDAVP®).

Virta will determine within its sole discretion whether any one or more of the excluded medical conditions listed above applies to a Covered Member, taking into consideration a Covered Member's unique situation and making the determination based on the safety of the Covered Member. The above list is not an exhaustive list and may be updated by Virta at any time to add additional medical conditions to the list of excluded medical conditions and to exclude individuals with medical contraindications in the sole discretion of Virta's treating licensed medical professionals.

If a Covered Member is eligible for Virta Diabetes Reversal Services, the cost for treatment is fully covered by the Plan with no cost-sharing by the Covered Member and the plan's coordination of benefits ("**COB**") provision shall be applied to a claim for Virta Diabetes Reversal Services as if the plan were primary coverage in each instance ("**the special COB provision for Virta Diabetes Reversal Service**"), provided that the special COB provision for Virta Diabetes Reversal Services shall not apply in any instance in which it is prohibited by applicable law.

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NEW COBRA ADMINISTRATOR FOR THE FOLLOWING GROUP HEALTH PLANS:

CLAYTON HOMES, INC. GROUP HEALTH PLAN

CLAYTON HOMES, INC. GROUP DENTAL PLAN

CLAYTON HOMES, INC. GROUP VISION PLAN

HEALTH FSA UNDER THE CLAYTON HOMES, INC. CAFETERIA PLAN

CLAYTON HOMES, INC. GROUP EMPLOYEE ASSISTANCE PLAN

COBRA Administrator

The plan's new COBRA Administrator is OneSource Virtual ("**OSV**"). COBRA payments, notices, election forms, questions, and other COBRA-related communications must be sent to OSV beginning on June 19, 2023. The OSV website is https://cobra.onesourceadministrativesolutions.com

Use the following addresses to send payments or correspondence to OSV:

Mail COBRA payments to:

OneSource Virtual
COBRA & Direct Bill Department
P.O. Box 2449
Omaha, NE 68103-2449

Send notices, elections and other correspondence to:

OneSource Virtual
ATTN: COBRA & Direct Bill Department
9001 Cypress Waters Blvd
Dallas, TX 75019
Fax: 1-972-916-9973; Attn: COBRA/Direct Bill

If you are required to send a notice to the plan in connection with a divorce, loss of dependent status due to aging out of eligibility, disability or other valid reason, you must send the notice in writing to OSV mailed by first class mail or by facsimile to the address shown directly above for sending notices. If your notice is late or if you do not follow these notice procedures, you and all related qualified beneficiaries will lose the right to elect COBRA (or will lose the right to an extension of COBRA coverage, as applicable).

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June 1, 2023

CLARIFICATIONS REGARDING RECOUPMENT OF EMPLOYEE CONTRIBUTIONS UNDER CAFETERIA PLAN FOLLOWING RETURN FROM UNPAID LEAVE OF ABSENCE

CLAYTON HOMES, INC. CAFETERIA PLAN

Effective January 1, 2023, the following changes were made to the Cafeteria Plan to provide clarification regarding the recoupment of amounts owed by an employee following an unpaid leave of absence in which the employee is permitted to use the Cafeteria Plan's "Catch-Up Option" for the payment of his or her employee contributions:

If you continue your coverage elections under the Cafeteria Plan during an unpaid FMLA leave, you may, at the discretion of the Plan Administrator, either (i) pre-pay for the coverage, (ii) pay for your coverage on an after-tax basis while you are on leave, or (iii) the Employer may advance the contributions on your behalf during the leave and you and the Employer arrange a schedule for you to "catch up" your payments when you return. If you use the "catch up" option, then when you return to employment, the Employer will deduct additional pre-tax contributions from your subsequent paychecks in such amounts and over such time period as the Employer determines in its sole discretion, until the Employer has recouped the full amount you owe, and the Employer will continue to do so even if you change your benefit elections, or stop actively participating in the Cafeteria Plan, following your return. Additionally, if you terminate employment before the Employer has recouped the full amount you owe, and you are later rehired, then the Employer will continue to deduct additional pre-tax contributions from your subsequent paychecks in such amounts and over such time period as the Employer determines in its sole discretion, until the Employer has recouped the full amount you owe, and the Employer will continue to do so even if you are not actively participating in the Cafeteria Plan, or have elected different benefits, at that time.

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Additional information about the plan can be found in the Wrap SPD. For a copy of the Wrap SPD, please contact the Plan Administrator using the following information. The name, address, and telephone number of the Employer are Clayton Homes, Inc., 5000 Clayton Road, Maryville, Tennessee 37804, and (865) 380-3000, and the federal employer identification number of the Employer is 62-1671360. The Employer also serves as the Plan Administrator. If you have any questions, please contact the Employer.

All other terms of the SPD remain in full force and effect.