Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2022

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2022 or fiscal plan year beginning 01/01/2022 and ending 12/31/2022

A This return/report is for:
- [ ] a multiemployer plan
- [ ] a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.)
- [X] a single-employer plan
- [ ] a DFE (specify) ____

B This return/report is:
- [ ] the first return/report
- [ ] the final return/report
- [X] an amended return/report
- [ ] a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here. . . . . ▶ [ ]

D Check box if filing under:
- [X] Form 5558
- [ ] automatic extension
- [ ] the DFVC program
- [ ] special extension (enter description)

E If this is a retroactively adopted plan permitted by SECURE Act section 201, check here. . . . . ▶ [ ]

Part II Basic Plan Information—enter all requested information

1a Name of plan
KFORCE 401(K) RETIREMENT SAVINGS PLAN

1b Three-digit plan number (PN) ▶ 002

1c Effective date of plan 10/01/1997

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)
KFORCE INC.

1150 ASSEMBLY DR, SUITE 500
TAMPA, FL 33605

2b Employer Identification Number (EIN)
59-3264661

2c Plan Sponsor's telephone number
813-552-5000

2d Business code (see instructions)
541990

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	10/05/2023	JENNIFER LAVELLE
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

3a Plan administrator's name and address ☐ Same as Plan Sponsor

KFORCE INC.

1150 ASSEMBLY DR, SUITE 500
TAMPA, FL 33605

3b Administrator's EIN: 59-3264661

3c Administrator's telephone number: 813-552-5000

4 If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report:
a Sponsor's name
c Plan Name

4b EIN

4d PN

5 Total number of participants at the beginning of the plan year	**5**	13580
6 Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines **6a(1), 6a(2), 6b, 6c,** and **6d**).		
a(1) Total number of active participants at the beginning of the plan year	**6a(1)**	11375
a(2) Total number of active participants at the end of the plan year	**6a(2)**	10135
b Retired or separated participants receiving benefits	**6b**	1
c Other retired or separated participants entitled to future benefits	**6c**	2352
d Subtotal. Add lines **6a(2)**, **6b**, and **6c**	**6d**	12488
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	0
f Total. Add lines **6d** and **6e**	**6f**	12488
g Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g**	4976
h Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested	**6h**	232
7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:

2E 2F 2G 2J 2K 2R 2T

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:

9a Plan funding arrangement (check all that apply)

(1)	X	Insurance
(2)		Code section 412(e)(3) insurance contracts
(3)	X	Trust
(4)		General assets of the sponsor

9b Plan benefit arrangement (check all that apply)

(1)	X	Insurance
(2)		Code section 412(e)(3) insurance contracts
(3)	X	Trust
(4)		General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

(1)	X	**R** (Retirement Plan Information)
(2)		**MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
(3)		**SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules

(1)	X		**H** (Financial Information)
(2)			**I** (Financial Information – Small Plan)
(3)	X	1	**A** (Insurance Information)
(4)	X		**C** (Service Provider Information)
(5)			**D** (DFE/Participating Plan Information)
(6)			**G** (Financial Transaction Schedules)

Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

11c Enter the Receipt Confirmation Code for the 2022 Form M-1 annual report. If the plan was not required to file the 2022 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code_____

SCHEDULE A (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Insurance Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).

OMB No. 1210-0110

2022

This Form is Open to Public Inspection

For calendar plan year 2022 or fiscal plan year beginning 01/01/2022 and ending 12/31/2022

A Name of plan
KFORCE 401(K) RETIREMENT SAVINGS PLAN

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
KFORCE INC.

D Employer Identification Number (EIN)
59-3264661

Part I Information Concerning Insurance Contract Coverage, Fees, and Commissions

Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

1 Coverage Information:

(a) Name of insurance carrier
PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

(b) EIN	(c) NAIC code	(d) Contract or identification number	(e) Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	(g) To
06-1050034	93629	039538	12488	01/01/2022	12/31/2022

2 Insurance fee and commission information. Enter the total fees and total commissions paid. List in line 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid	(b) Total amount of fees paid
0	0

3 Persons receiving commissions and fees. (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

Part II Investment and Annuity Contract Information

Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

4	Current value of plan's interest under this contract in the general account at year end	4	24432391
5	Current value of plan's interest under this contract in separate accounts at year end	5	0

6 Contracts With Allocated Funds:

a State the basis of premium rates ▶

b	Premiums paid to carrier	6b	
c	Premiums due but unpaid at the end of the year	6c	
d	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount. Specify nature of costs ▶	6d	

e Type of contract: (1) ☐ individual policies (2) ☐ group deferred annuity (3) ☐ other (specify) ▶

f If contract purchased, in whole or in part, to distribute benefits from a terminating plan, check here ▶ ☐

7 Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)

a Type of contract: (1) ☐ deposit administration (2) ☐ immediate participation guarantee (3) ☐ guaranteed investment (4) ☒ other ▶ GUARANTEED GENERAL ACCOUNT CONTRACT

b	Balance at the end of the previous year			7b	22070834
c	Additions: (1) Contributions deposited during the year	7c(1)	3873845		
	(2) Dividends and credits	7c(2)			
	(3) Interest credited during the year	7c(3)	389699		
	(4) Transferred from separate account	7c(4)			
	(5) Other (specify below)	7c(5)	5408324		
	▶ LOAN REPAYMENTS TRANSFERS IN MISCELLANEOUS IN				
	(6) Total additions			7c(6)	9671868
d	Total of balance and additions (add lines **7b** and **7c(6)**)			7d	31742702
e	Deductions:				
	(1) Disbursed from fund to pay benefits or purchase annuities during year	7e(1)	3631633		
	(2) Administration charge made by carrier	7e(2)	2672		
	(3) Transferred to separate account	7e(3)			
	(4) Other (specify below)	7e(4)	3676006		
	▶ LOAN INITIATIONS, TRANSFERS OUT MISCELLANEOUS OUT FORFEITURES DEBITS				
	(5) Total deductions			7e(5)	7310311
f	Balance at the end of the current year (subtract line **7e(5)** from line **7d**)			7f	24432391

Part III Welfare Benefit Contract Information

If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

8 Benefit and contract type (check all applicable boxes)

- **a** ☐ Health (other than dental or vision)
- **b** ☐ Dental
- **c** ☐ Vision
- **d** ☐ Life insurance
- **e** ☐ Temporary disability (accident and sickness)
- **f** ☐ Long-term disability
- **g** ☐ Supplemental unemployment
- **h** ☐ Prescription drug
- **i** ☐ Stop loss (large deductible)
- **j** ☐ HMO contract
- **k** ☐ PPO contract
- **l** ☐ Indemnity contract
- **m** ☐ Other (specify) ▶

9 Experience-rated contracts:				
a Premiums: (1) Amount received	**9a(1)**			
(2) Increase (decrease) in amount due but unpaid	**9a(2)**			
(3) Increase (decrease) in unearned premium reserve	**9a(3)**			
(4) Earned (**(1)** + **(2)** - **(3)**)			**9a(4)**	
b Benefit charges (1) Claims paid	**9b(1)**			
(2) Increase (decrease) in claim reserves	**9b(2)**			
(3) Incurred claims (add **(1)** and **(2)**)			**9b(3)**	
(4) Claims charged			**9b(4)**	
c Remainder of premium: (1) Retention charges (on an accrual basis) --				
(A) Commissions	**9c(1)(A)**			
(B) Administrative service or other fees	**9c(1)(B)**			
(C) Other specific acquisition costs	**9c(1)(C)**			
(D) Other expenses	**9c(1)(D)**			
(E) Taxes	**9c(1)(E)**			
(F) Charges for risks or other contingencies	**9c(1)(F)**			
(G) Other retention charges	**9c(1)(G)**			
(H) Total retention			**9c(1)(H)**	
(2) Dividends or retroactive rate refunds. (These amounts were ☐ paid in cash, or ☐ credited.)			**9c(2)**	
d Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement			**9d(1)**	
(2) Claim reserves			**9d(2)**	
(3) Other reserves			**9d(3)**	
e Dividends or retroactive rate refunds due. (Do not include amount entered in line **9c(2)**.)			**9e**	
10 Nonexperience-rated contracts:				
a Total premiums or subscription charges paid to carrier			**10a**	
b If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, line 2 above, report amount.			**10b**	

Specify nature of costs.

Part IV Provision of Information

11 Did the insurance company fail to provide any information necessary to complete Schedule A? ☐ Yes ☒ No

12 If the answer to line 11 is "Yes," specify the information not provided. ▶

SCHEDULE C (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Service Provider Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2022

This Form is Open to Public Inspection.

For calendar plan year 2022 or fiscal plan year beginning 01/01/2022 and ending 12/31/2022

A Name of plan
KFORCE 401(K) RETIREMENT SAVINGS PLAN

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
KFORCE INC.

D Employer Identification Number (EIN)
59-3264661

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).. . . . . [X] Yes [ ] No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

PRUDENTIAL RETIREMENT INSURANCE AND

06-1050034

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

PRUDENTIAL RETIREMENT INSURANCE AND

06-1050034

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13 15 37 50 64	NONE	265028	Yes [X] No [ ]	Yes [X] No [ ]	0	Yes [X] No [ ]

(a) Enter name and EIN or address (see instructions)

MMA SECURITIES LLC

22-3570392

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
27	NONE	104201	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

WARREN AVERETT

45-4084437

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
10	NONE	15000	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

Part I Service Provider Information (continued)

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)

(complete as many entries as needed)

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

SCHEDULE H (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Financial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2022

This Form is Open to Public Inspection

For calendar plan year 2022 or fiscal plan year beginning 01/01/2022 and ending 12/31/2022

A Name of plan
KFORCE 401(K) RETIREMENT SAVINGS PLAN

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
KFORCE INC.

D Employer Identification Number (EIN)
59-3264661

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a	260	0
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	1628718	1778888
(2) Participant contributions	1b(2)	198	564680
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)	1705821	1860029
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	213289769	174929381
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)	22070834	24432391
(15) Other	1c(15)	1027720	909404

		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)	7002356	4943004
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	246725676	209417777
Liabilities			
g Benefit claims payable	1g		
h Operating payables	1h		16728
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through1j)	1k	0	16728
Net Assets			
l Net assets (subtract line 1k from line 1f)	1l	246725676	209401049

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)	1778888	
(B) Participants	2a(1)(B)	27816443	
(C) Others (including rollovers)	2a(1)(C)	3731778	
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		33327109
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)	76101	
(F) Other	2b(1)(F)	389699	
(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		465800
(2) Dividends: **(A)** Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)	110110	
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	2777298	
(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		2887408
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)	294496	
(B) Aggregate carrying amount (see instructions)	2b(4)(B)	62036	
(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		232460
(5) Unrealized appreciation (depreciation) of assets: **(A)** Real estate	2b(5)(A)		
(B) Other	2b(5)(B)	-2107426	
(C) Total unrealized appreciation of assets. Add lines **2b(5)(A)** and **(B)**	2b(5)(C)		-2107426

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)		-47712551
c Other income	2c		-146013
d Total income. Add all **income** amounts in column (b) and enter total	2d		-13053213
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	23852779	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	2e(4)		23852779
f Corrective distributions (see instructions)	2f		12788
g Certain deemed distributions of participant loans (see instructions)	2g		
h Interest expense	2h		
i Administrative expenses: (1) Professional fees	2i(1)	20683	
(2) Contract administrator fees	2i(2)	269995	
(3) Investment advisory and management fees	2i(3)	112852	
(4) Other	2i(4)	2317	
(5) Total administrative expenses. Add lines **2i(1)** through **(4)**	2i(5)		405847
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		24271414
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		-37324627
l Transfers of assets:			
(1) To this plan	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) [X] Unmodified **(2)** [ ] Qualified **(3)** [ ] Disclaimer **(4)** [ ] Adverse

b Check the appropriate box(es) to indicate whether the IQPA performed an ERISA section 103(a)(3)(C) audit. Check both boxes (1) and (2) if the audit was performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(d). Check box (3) if pursuant to neither.

(1) [X] DOL Regulation 2520.103-8 **(2)** [ ] DOL Regulation 2520.103-12(d) **(3)** [ ] neither DOL Regulation 2520.103-8 nor DOL Regulation 2520.103-12(d).

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: WARREN AVERETT, LLC **(2)** EIN: 45-4084437

d The opinion of an independent qualified public accountant is **not attached** because:

(1) [ ] This form is filed for a CCT, PSA, or MTIA. **(2)** [ ] It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l.

During the plan year:

		Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.)	4a		X	

		Yes	No	Amount
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	4b		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	4c		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	4d		X	
e Was this plan covered by a fidelity bond?	4e	X		10000000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	4f		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	4g		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	4h		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	4i	X		
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)	4j		X	
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	4k		X	
l Has the plan failed to provide any benefit when due under the plan?	4l		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	4m		X	
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.	4n			

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year? ☐ Yes ☒ No
If "Yes," enter the amount of any plan assets that reverted to the employer this year _____.

5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	**5b(2)** EIN(s)	**5b(3)** PN(s)

5c Was the plan a defined benefit plan covered under the PBGC insurance program at any time during this plan year? (See ERISA section 4021 and instructions.) ☐ Yes ☐ No ☐ Not determined
If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year _____.

SCHEDULE R (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Retirement Plan Information

This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2022

This Form is Open to Public Inspection.

For calendar plan year 2022 or fiscal plan year beginning 01/01/2022 and ending 12/31/2022

A Name of plan
KFORCE 401(K) RETIREMENT SAVINGS PLAN

B Three-digit plan number (PN) ▶ 002

C Plan sponsor's name as shown on line 2a of Form 5500
KFORCE INC.

D Employer Identification Number (EIN)
59-3264661

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions **1** 75436

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s): 22-1211670

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year **3**

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part.)

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

If the plan is a defined benefit plan, go to line 8.

5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6 **a** Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived) **6a**

b Enter the amount contributed by the employer to the plan for this plan year **6b**

c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount) **6c**

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

Part III Amendments

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box. ..... ☐ **Increase** ☐ **Decrease** ☐ **Both** ☐ **No**

Part IV ESOPs (see instructions). If this is not a plan described under section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan? ..... ☐ **Yes** ☐ **No**

11 **a** Does the ESOP hold any preferred stock? ..... ☐ **Yes** ☐ **No**

b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.) ..... ☐ **Yes** ☐ **No**

12 Does the ESOP hold any stock that is not readily tradable on an established securities market? ..... ☐ **Yes** ☐ **No**

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that (1) contributed more than 5% of total contributions to the plan during the plan year or (2) was one of the top-ten highest contributors (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

14 Enter the number of deferred vested and retired participants (inactive participants), as of the beginning of the plan year, whose contributing employer is no longer making contributions to the plan for:

a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants: ☐ last contributing employer ☐ alternative ☐ reasonable approximation (see instructions for required attachment)	**14a**	
b The plan year immediately preceding the current plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14b**	
c The second preceding plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment)	**14c**	

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	**15a**	
b The corresponding number for the second preceding plan year	**15b**	

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	**16a**	
b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	**16b**	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

19 If the total number of participants is 1,000 or more, complete lines (a) through (c)

a Enter the percentage of plan assets held as:
Stock: _____% Investment-Grade Debt: _____% High-Yield Debt: _____% Real Estate: _____% Other: _____%

b Provide the average duration of the combined investment-grade and high-yield debt:
☐ 0-3 years ☐ 3-6 years ☐ 6-9 years ☐ 9-12 years ☐ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more

c What duration measure was used to calculate line 19(b)?
☐ Effective duration ☐ Macaulay duration ☐ Modified duration ☐ Other (specify):

20 **PBGC missed contribution reporting requirements.** If this is a multiemployer plan or a single-employer plan that is not covered by PBGC, skip line 20.

a Is the amount of unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 greater than zero? ☐ Yes ☐ No

b If line 20a is "Yes," has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:

☐ Yes.

☐ No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.

☐ No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.

☐ No. Other. Provide explanation_____

KFORCE 401(k) RETIREMENT SAVINGS PLAN

Financial Statements as of December 31, 2022 and 2021, and for the Year Ended December 31, 2022, Supplemental Schedule as of December 31, 2022, and Independent Auditors' Report



KFORCE INC.
1150 ASSEMBLY DRIVE, SUITE 500
TAMPA, FL 33607

KFORCE 401(k) RETIREMENT SAVINGS PLAN

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SUPPLEMENTAL SCHEDULE:

FORM 5500, SCHEDULE H, PART IV, LINE 4i—SCHEDULE OF ASSETS (HELD AT END OF YEAR) 12

All other schedules required by Section 2520.103-10 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 as amended ("ERISA") have been omitted because they are not applicable.

Warren Averett
CPAs AND ADVISORS

400 North Ashley Drive, Suite 700
Tampa, FL 33602
813.229.2321
warrenaverett.com

INDEPENDENT AUDITORS' REPORT

To the Benefits Committee of Kforce, Inc., Participants, and Plan Administrator
Kforce 401(k) Retirement Savings Plan

Scope and Nature of the ERISA Section 103(a)(3)(C) Audit
We have performed audits of the accompanying financial statements of the Kforce 401(k) Retirement Savings Plan (the "Plan"), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), as permitted by ERISA Section 103(a)(3)(C) [ERISA Section 103(a)(3)(C) audit]. The financial statements comprise the statement of net assets available for benefits as of December 31, 2022 and 2021, and the related statement of changes in net assets available for benefits for the for the year ended December 31, 2022, and the related notes to the financial statements.

Management, having determined it is permissible in the circumstances, has elected to have the audits of the Plan's financial statements performed in accordance with ERISA Section 103(a)(3)(C) pursuant to 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. As permitted by ERISA Section 103(a)(3)(C), our audits need not extend to any statements or information related to assets held for investment of the Plan (investment information) by a bank or similar institution or insurance carrier that is regulated, supervised, and subject to periodic examination by a state or federal agency, provided that the statements or information regarding assets so held are prepared and certified to by the bank or similar institution or insurance carrier in accordance with 29 CFR 2520.103-5 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA (qualified institution).

Management has obtained certifications from a qualified institution as of December 31, 2022 and 2021, and for the year ended December 31, 2022, stating that the certified investment information, as described in Note 3 to the financial statements, is complete and accurate.

Opinion
In our opinion, based on our audits and on the procedures performed as described in the Auditors' Responsibilities for the Audit of the Financial Statements section:

- the amounts and disclosures in the financial statements referred to above, other than those agreed to or derived from the certified investment information, are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.
- the information in the financial statements referred to above related to assets held by and certified to by a qualified institution agrees to, or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Plan and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our ERISA Section 103(a)(3)(C) audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management's election of the ERISA Section 103(a)(3)(C) audit does not affect management's responsibility for the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is also responsible for maintaining a current plan instrument, including all plan amendments; administering the Plan; and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

Auditors' Responsibilities for the Audit of the Financial Statements
Except as described in the Scope and Nature of the ERISA Section 103(a)(3)(C) Audit section of our report, our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

Our audits did not extend to the certified investment information, except for obtaining and reading the certification, comparing the certified investment information with the related information presented and disclosed in the financial statements, and reading the disclosures relating to the certified investment information to assess whether they are in accordance with the presentation and disclosure requirements of accounting principles generally accepted in the United States of America.

Accordingly, the objective of an ERISA Section 103(a)(3)(C) audit is not to express an opinion about whether the financial statements as a whole are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplemental Schedule Required by ERISA

The supplemental Schedule H, Line 4i – Schedule of Assets (Held at End of Year) is presented for purposes of additional analysis and is not a required part of the financial statements but is supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information included in the supplemental schedule, other than that agreed to or derived from the certified investment information, has been subjected to auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with generally accepted auditing standards. For information included in the supplemental schedule that agreed to or is derived from the certified investment information, we compared such information to the related certified investment information.

In forming our opinion on the supplemental schedule, we evaluated whether the supplemental schedule, other than the information agreed to or derived from the certified investment information, including its form and content, is presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion:

- the form and content of the supplemental schedule, other than the information in the supplemental schedule that agreed to or is derived from the certified investment information, is presented, in all material respects, in conformity with the Department of Labor’s Rules and Regulations for Reporting and Disclosure under ERISA.
- the information in the supplemental schedule related to assets held by and certified to by a qualified institution agrees to or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Warren Averett, LLC

Tampa, Florida
September 1, 2023

KFORCE 401(k) RETIREMENT SAVINGS PLAN
STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS

	December 31,	
	2022	2021
ASSETS		
Investments:		
At fair value	$ 180,781,789	$ 221,320,105
At contract value	24,432,391	22,070,834
Total investments	205,214,180	243,390,939
Receivables:		
Participant contributions	564,680	198
Employer contributions, net of forfeitures	1,778,888	1,628,718
Notes receivable from participants	1,860,029	1,705,821
Total receivables	4,203,597	3,334,737
Total assets	$ 209,417,777	$ 246,725,676
LIABILITIES		
Administrative expenses payable	$ 16,728	$ —
Total liabilities	$ 16,728	$ —
Net assets available for benefits	$ 209,401,049	$ 246,725,676

The accompanying notes are an integral part of these financial statements.

KFORCE 401(k) RETIREMENT SAVINGS PLAN

STATEMENT OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS

		Year Ended December 31, 2022
Investment loss:		
Net depreciation in fair value of investments	$	(49,730,714)
Interest and dividend income		3,277,107
Total investment loss		(46,453,607)
Interest income on notes receivable from participants		76,101
Contributions:		
Participant		27,816,443
Employer, net of forfeitures		1,778,888
Rollovers		3,731,778
Total contributions		33,327,109
Benefits paid to participants		(23,865,567)
Administrative expenses		(406,475)
Other expense		(2,188)
Change in net assets		(37,324,627)
Net assets available for benefits:		
Beginning of year		246,725,676
End of year	$	209,401,049

The accompanying notes are an integral part of these financial statements.

Note 1 - Description of the Plan

General

The Kforce 401(k) Retirement Savings Plan (the "Plan") is a defined contribution plan sponsored by Kforce Inc. ("Kforce"). Substantially all employees of Kforce are eligible under the Plan, except employees that meet certain exceptions, as defined below.

Prior to April 1, 2022, Prudential Bank & Trust, FSB ("Prudential" or the "Trustee") was the trustee of the Plan and custodian of the mutual funds and The Prudential Insurance Company of America ("PRIAC") was the custodian of the group annuity contract and the record-keeper.

On April 1, 2022, Great-West Life & Annuity Insurance Company ("GWLA"), the parent company of Empower Retirement, LLC ("Empower"), acquired the full-service retirement business of Prudential Financial, Inc. In connection with the transaction, GWLA acquired all shares of the following entities, which are no longer affiliated with Prudential Financial, Inc.: PRIAC; Prudential, Global Portfolio Strategies, Inc.; TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; and Mullin TBG Insurance Agency Services, LLC. Subsequent to April 1, 2022, Empower (the "Trustee") was the trustee of the Plan, the custodian of the mutual funds and the group annuity contract as well as the record-keeper. On October 3, 2022, PRIAC was renamed to Empower Annuity Insurance Company ("EAIC").

The following description of the Plan is provided for general information purposes. Participants should refer to the Plan document for a more complete description of the Plan provisions. If there are any discrepancies between the terms of the Plan and this description, the terms of the Plan shall prevail. The Plan is subject to the provisions of the ERISA.

Eligibility

All employees of Kforce are eligible to participate in the Plan with the exception of employees who are:

- Leased employees under Section 414(n) of the Internal Revenue Code (the "Code");
- Covered by a collective bargaining agreement that does not provide for participation in the Plan;
- Nonresident aliens with no U.S. source earned income;
- Not residents of the U.S.; or
- Not on the U.S. payroll of Kforce.

Additionally, individuals who are independent contractors, regardless of whether they are subsequently determined to be common law employees, are not eligible to participate.

Contributions

Employee contributions are recorded in the period in which the payroll deductions are withheld from the participant's earnings. Participants may contribute up to 75% of their compensation for the year subject to the limitations provided in the Code, which was $20,500 for those under age 50 and $27,000 for those age 50 and above for 2022. Under the Plan, participants can elect to have their contribution rate automatically increased by 1% annually (up to a maximum of 8%), excluding highly compensated employees. A participant may elect at any time to stop contributing or to change the contribution rate percentage.

Kforce provides a matching contribution at the discretion of the Board of Directors. Kforce matching contributions, if any, are funded annually in cash to the Plan for eligible participants who, as of the last day of the Plan year, are employed and have completed at least 1,000 hours. Employees are also considered eligible participants if their employment was terminated due to death, total disability or retirement after reaching age 55. For the year ended December 31, 2022, Kforce made matching contributions equal to 10% of each eligible participant's contributions.

Rollovers

All employees who meet the Plan eligibility requirements are eligible to make rollover contributions to the Plan from a previous employer's qualified retirement plan or a conduit IRA.

Participant Accounts

Participants direct the investment of their contributions into various investment options offered by the Plan. Each participant's account is credited or charged with the participant's contributions, allocations of Kforce's matching contributions, Plan earnings or losses, rollovers and transfers into or withdrawals out of the Plan. In 2015, the Plan eliminated the participant's ability to make new investments in Kforce Inc. common stock.

Vesting

Participants are fully vested in their contributions plus actual earnings thereon, if any. Vesting in Kforce's matching contributions and earnings, if any, is based on years of continuous service. Participants vest at the rate of 20%, 40%, 60% and 100% after two, three, four and five years of service completed, respectively. A participant is 100% vested after five years of credited service or upon death, total disability, normal retirement age or Plan termination.

In-Service Withdrawals

Participants may request the following types of in-service withdrawals from the Plan during any given calendar month:

- Age 59-1/2,
- Financial hardship,
- Rollover contributions, or
- Qualified reservist distributions.

Pursuant to the Setting Every Community Up for Retirement Enhancement Act (SECURE Act) enacted, effective January 1, 2020, as amended in the Plan, the age at which required minimum distributions must begin was increased from 70½ to 72.

Notes Receivable from Participants

Participants may borrow money from their vested account balance up to the lesser of $50,000 (reduced by the participant's highest note receivable balance outstanding within the last 12 months, prior to the date of the note receivable), or 50% of the participant's vested account balance. The notes receivable are collateralized by the balance in the participant's account and bear interest at a reasonable fixed rate of interest as defined by the Plan. Principal and interest are generally paid ratably through the participant's payroll deductions, but may also be paid directly to the Trustee. Notes receivable must have a definite repayment period greater than 12 months, but not to exceed five years, unless the note receivable is for the purchase of a principal residence, in which case the repayment period must not exceed 15 years.

A participant who terminates employment with an outstanding note receivable has 90 days to pay off the outstanding balance of the note receivable. Upon expiration of the 90 days, the remaining outstanding balance of the note receivable is deemed to be a distribution to the participant. Notes receivable from participants, including interest thereon, are taxable to the participant and subject to applicable excise penalties upon default.

Benefit Payments

The participant is entitled to receive the vested portion of his or her account upon termination of employment. If the vested amount is $1,000 or less, the account is automatically paid to the participant within a reasonable time frame through a distribution; if the vested amount is greater than $1,000 and less than $5,000, the account is automatically paid to the participant within a reasonable time frame through a rollover into an IRA. If the vested amount is more than $5,000, the participant is required to consent to the distribution. Withdrawals from the Plan are paid in cash, or in Kforce Inc. common stock to the extent that the vested balance is invested in Kforce Inc. common stock.

At December 31, 2022 and 2021, there were no distribution payments that were processed and approved for payment by the Plan, but not yet paid to participants.

Forfeited Accounts

Non-vested balances resulting from Kforce contributions and earnings are forfeited upon distribution or the date the participant incurs five consecutive one-year breaks in service. A one-year break in service includes any year a participant works less than 500 hours. For terminated employees who receive a distribution, but who are re-employed during the five consecutive years following termination, the forfeiture amount shall be restored to the participant's account if the participant pays back the full amount of the distribution within five years of the re-employment date.

Forfeited non-vested balances are used first to fund any restorations. Any unallocated forfeitures shall be used to reduce administrative expenses payable by the Plan and/or employer matching contributions, if any, then to reduce employer qualified non-elective contributions, and/or to increase the employer matching contributions. Any remaining forfeitures shall be credited to a suspense account to be used for future restorations. During the year ended December 31, 2022, there was approximately $382 thousand in matching contributions made using forfeited funds. Forfeited funds in the suspense account at December 31, 2022 and 2021 were approximately $371 thousand and $404 thousand, respectively, which was maintained in the Guaranteed Income Fund.

Plan Termination

Although it has not expressed any intent to do so, Kforce has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA. In the event of Plan termination, participants will become 100% vested in their accounts and the trust shall continue until all participants' accounts have been completely distributed to each participant (or their designated beneficiary) in accordance with the Plan.

Note 2 - Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP").

Use of Estimates

The preparation of financial statements in conformity with GAAP requires the Plan Administrator as defined in the Plan ("Plan Administrator") to make estimates and assumptions that affect the reported amounts of net assets available for benefits and changes therein. Actual results could differ from those estimates.

Investment Valuation and Income Recognition

The Plan's investments are stated at fair value, except for the fully benefit-responsive annuity contract, which is recorded at contract value. The Plan's self-directed accounts hold shares of mutual funds and common stock, which are valued at quoted market prices that represent the net asset value of shares held by the Plan. The fully benefit-responsive annuity value includes contributions plus earnings and participant transfers into the fund, less participant withdrawals, administrative expenses and participant transfers out of the fund. Refer to Note 4 - "Group Annuity Contract with Insurance Company" for further discussion on the fully benefit-responsive investment contract.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net depreciation in fair value of investments includes the Plan's gains and losses on investments bought and sold as well as held during the year.

Valuation of Notes Receivable from Participants

Notes receivable from participants are measured at the unpaid principal balance plus any accrued and unpaid interest. Delinquent notes receivable are recorded as distributions in accordance with the terms of the Plan document.

Benefit Payments

Benefit payments and withdrawals are recorded when paid.

Administrative Expenses

The Plan's administrative expenses are paid by Kforce, the Plan and/or unallocated forfeitures. The Plan has a revenue-sharing agreement with Empower under which an ERISA expense account receives reimbursements from Empower to the Plan Sponsor. This account pays fees, such as Form 5500 preparation and audit fees, and reallocates amounts to participants. Earnings on this account balance is included in Other expense in the financial statements. At December 31, 2022 and 2021, the account balance was approximately $234 thousand and $115 thousand, respectively. During the plan year ended December 31, 2022, the account paid approximately $50 thousand in fees.

Certain management fees and operating expenses charged to the Plan for investments in mutual funds and mutual funds held in the self-directed accounts are deducted from income or loss on a daily basis and are not separately reflected. These investment-related expenses are included in Net depreciation in fair value of investments in the accompanying Statement of Changes in Net Assets Available for Benefits.

Risks and Uncertainties

The Plan utilizes various investment instruments, including common stock, mutual funds and an annuity contract. Investment securities, in general, are exposed to various risks, such as interest rate risk, credit risk and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities could occur in the near term and that such changes could materially affect the amounts reported in the financial statements.

Subsequent Events

The Plan Administrator has evaluated subsequent events through the date the financial statements were available to be issued and determined there were no subsequent events requiring adjustments to the financial statements or disclosures.

Note 3 - Information Certified by the Trustee and Custodian

Certain information related to investments from participants disclosed in the accompanying financial statements and the ERISA-required supplemental schedule, including investments held as of December 31, 2022 and net depreciation in fair value of investments and interest and dividend income for the year then ended, was obtained by management and agreed to or derived from information certified as complete and accurate by PRIAC.

Note 4 - Group Annuity Contract with Insurance Company

The Plan invests in the Guaranteed Income Fund ("GIF"), a fully benefit-responsive group annuity contract with PRIAC. PRIAC maintains the contributions in its general account, which is credited with earnings on the underlying investments and charged for participant withdrawals and administrative expenses. Participants may direct the withdrawal or transfer of all or a portion of their investment at contract value.

Since the GIF is fully benefit-responsive, contract value is the relevant measurement. Contract value represents contributions plus earnings and participant transfers into the fund, less participant withdrawals, administrative expenses and participant transfers out of the fund.

The contract has certain restrictions that impact the ability to collect the full contract value, for example, the Plan may not withdraw more than 10% of the value of the general account without incurring a penalty. The Plan Administrator believes that the possibility of the occurrence of events that would cause the Plan to transact at less than contract value is remote. In the case of termination of the investment contract, the contract value would be paid no later than 90 days from the date the Plan sponsor provides notice to discontinue. PRIAC may not terminate the contract at any amount less than contract value.

Note 5 - Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy uses a framework which requires categorizing assets and liabilities into one of three levels based on the inputs used in valuing the asset or liability.

- Level 1 inputs are unadjusted, quoted market prices in active markets for identical assets or liabilities.
- Level 2 inputs are observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in inactive markets.
- Level 3 inputs include unobservable inputs that are supported by little, infrequent, or no market activity and reflect management's own assumptions about inputs used in pricing the asset or liability.

Level 1 provides the most reliable measure of fair value, while Level 3 generally requires significant management judgment. Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

The following table sets forth by level, within the fair value hierarchy, the Plan's investments measured at fair value on a recurring basis at December 31, 2022 and 2021:

	Fair Value Measurements at December 31, 2022			
Description of Investment	Total	Level 1	Level 2	Level 3
Mutual funds	$ 174,929,381	$ 174,929,381	$ —	$ —
Kforce Inc. common stock	4,943,004	4,943,004	—	—
Self-directed accounts	909,404	909,404	—	—
Total Investments at fair value	$ 180,781,789	$ 180,781,789	$ —	$ —

	Fair Value Measurements at December 31, 2021			
Description of Investment	Total	Level 1	Level 2	Level 3
Mutual funds	$ 213,290,029	$ 213,290,029	$ —	$ —
Kforce Inc. common stock	7,002,356	7,002,356	—	—
Self-directed accounts	1,027,720	1,027,720	—	—
Total Investments at fair value	$ 221,320,105	$ 221,320,105	$ —	$ —

Note 6 - Federal Income Tax Status

The Internal Revenue Service has issued a favorable determination letter dated November 6, 2017, determining that the Plan and related trust were designed in accordance with applicable requirements of the Code and underlying regulations. The Plan has been amended since receiving the favorable determination letter. Kforce and the Plan Administrator believe that the Plan has been and is currently designed and operated in compliance with the applicable requirements of the Code and underlying regulations and that the Plan and related trust continue to be tax-exempt. As such, no provision for income taxes has been included in the Plan's financial statements.

GAAP requires the Plan Administrator to evaluate tax positions taken by the Plan and recognize a tax liability if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS. The Plan is subject to routine audits by taxing authorities; however, there are currently no audits for any tax periods in progress.

Note 7 - Exempt Party-In-Interest Transactions

Certain Plan investments include group annuity contract managed by PRIAC, the custodian and, therefore, these transactions qualify as exempt party-in-interest transactions. Fees paid by the Plan participants for the investment management services were included as a reduction of the return earned on each investment.

At December 31, 2022 and 2021, the Plan held approximately 90 thousand shares and 93 thousand shares, respectively, of common stock of Kforce, party-in-interest as the sponsoring employer, with a fair value of approximately $4.9 million and $7.0 million, respectively. During the year ended December 31, 2022, the plan recorded approximately $110 thousand in dividend income related to the Kforce common stock. Additionally, the notes receivable from participant employees of Kforce are considered exempt party-in-interest transactions.

KFORCE 401(k) RETIREMENT SAVINGS PLAN

EIN: 59-3264661 PLAN NUMBER: 002

FORM 5500, SCHEDULE H, PART IV, LINE 4i—SCHEDULE OF ASSETS (HELD AT END OF YEAR)

AS OF DECEMBER 31, 2022

Identity of Party Involved	Description of Investment	Current Value**
Kforce Inc. *	Common Stock	$ 4,943,004
Vanguard Growth Index Institutional	Mutual Fund	30,198,333
American Funds EuroPacific Growth R6	Mutual Fund	26,234,807
Columbia Dividend Income Institutional 3 Class	Mutual Fund	23,804,213
Fidelity 500 Index Fund	Mutual Fund	21,730,611
Vanguard Small-Cap Index Institutional	Mutual Fund	11,767,846
PGIM Total Return Bond R6	Mutual Fund	11,608,341
Vanguard Small-Cap Growth Index I	Mutual Fund	11,381,533
Blackrock Mid-Cap Growth	Mutual Fund	11,256,045
Vanguard Mid-Cap Value Index Admiral	Mutual Fund	6,558,353
American Funds American Balanced R6	Mutual Fund	6,380,695
Vanguard Mid-Cap Index Fund	Mutual Fund	3,634,507
Vanguard Small-Cap Value Index Admiral	Mutual Fund	3,108,127
Vanguard Global Equity Fund	Mutual Fund	2,555,300
DFA Intermediate Government Fixed Income Institutional	Mutual Fund	1,429,738
Federated Hermes Opportunistic High Yield Bond IS	Mutual Fund	1,301,832
PIMCO Real Return Fund Institutional	Mutual Fund	1,144,044
Vanguard Total International Bond Index Admiral	Mutual Fund	614,027
Columbia Emerging Markets Fund Institutional 3 Class	Mutual Fund	221,029
Guaranteed Income Fund*	Group Annuity Contract	24,432,391
Notes receivable from participants*	Interest rates 4.25% to 7.25%, maturing through 2037	1,860,029
Self-Directed Accounts	Mutual Funds/Common Stock	909,404
Total		$ 207,074,209

* Indicates a party-in-interest to the Plan.

** Cost information not required for participant directed investments.

This schedule is presented in compliance with Department of Labor requirements.

KFORCE 401(k) RETIREMENT SAVINGS PLAN

Financial Statements as of December 31, 2022 and 2021, and for the Year Ended December 31, 2022, Supplemental Schedule as of December 31, 2022, and Independent Auditors' Report



KFORCE INC.
1150 ASSEMBLY DRIVE, SUITE 500
TAMPA, FL 33607

KFORCE 401(k) RETIREMENT SAVINGS PLAN

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All other schedules required by Section 2520.103-10 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 as amended ("ERISA") have been omitted because they are not applicable.

Warren Averett
CPAs AND ADVISORS

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Tampa, FL 33602
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INDEPENDENT AUDITORS' REPORT

To the Benefits Committee of Kforce, Inc., Participants, and Plan Administrator
Kforce 401(k) Retirement Savings Plan

Scope and Nature of the ERISA Section 103(a)(3)(C) Audit
We have performed audits of the accompanying financial statements of the Kforce 401(k) Retirement Savings Plan (the "Plan"), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), as permitted by ERISA Section 103(a)(3)(C) [ERISA Section 103(a)(3)(C) audit]. The financial statements comprise the statement of net assets available for benefits as of December 31, 2022 and 2021, and the related statement of changes in net assets available for benefits for the for the year ended December 31, 2022, and the related notes to the financial statements.

Management, having determined it is permissible in the circumstances, has elected to have the audits of the Plan's financial statements performed in accordance with ERISA Section 103(a)(3)(C) pursuant to 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. As permitted by ERISA Section 103(a)(3)(C), our audits need not extend to any statements or information related to assets held for investment of the Plan (investment information) by a bank or similar institution or insurance carrier that is regulated, supervised, and subject to periodic examination by a state or federal agency, provided that the statements or information regarding assets so held are prepared and certified to by the bank or similar institution or insurance carrier in accordance with 29 CFR 2520.103-5 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA (qualified institution).

Management has obtained certifications from a qualified institution as of December 31, 2022 and 2021, and for the year ended December 31, 2022, stating that the certified investment information, as described in Note 3 to the financial statements, is complete and accurate.

Opinion
In our opinion, based on our audits and on the procedures performed as described in the Auditors' Responsibilities for the Audit of the Financial Statements section:

- the amounts and disclosures in the financial statements referred to above, other than those agreed to or derived from the certified investment information, are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.
- the information in the financial statements referred to above related to assets held by and certified to by a qualified institution agrees to, or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Plan and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our ERISA Section 103(a)(3)(C) audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management's election of the ERISA Section 103(a)(3)(C) audit does not affect management's responsibility for the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is also responsible for maintaining a current plan instrument, including all plan amendments; administering the Plan; and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

Auditors' Responsibilities for the Audit of the Financial Statements
Except as described in the Scope and Nature of the ERISA Section 103(a)(3)(C) Audit section of our report, our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

Our audits did not extend to the certified investment information, except for obtaining and reading the certification, comparing the certified investment information with the related information presented and disclosed in the financial statements, and reading the disclosures relating to the certified investment information to assess whether they are in accordance with the presentation and disclosure requirements of accounting principles generally accepted in the United States of America.

Accordingly, the objective of an ERISA Section 103(a)(3)(C) audit is not to express an opinion about whether the financial statements as a whole are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplemental Schedule Required by ERISA

The supplemental Schedule H, Line 4i – Schedule of Assets (Held at End of Year) is presented for purposes of additional analysis and is not a required part of the financial statements but is supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information included in the supplemental schedule, other than that agreed to or derived from the certified investment information, has been subjected to auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with generally accepted auditing standards. For information included in the supplemental schedule that agreed to or is derived from the certified investment information, we compared such information to the related certified investment information.

In forming our opinion on the supplemental schedule, we evaluated whether the supplemental schedule, other than the information agreed to or derived from the certified investment information, including its form and content, is presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion:

- the form and content of the supplemental schedule, other than the information in the supplemental schedule that agreed to or is derived from the certified investment information, is presented, in all material respects, in conformity with the Department of Labor’s Rules and Regulations for Reporting and Disclosure under ERISA.
- the information in the supplemental schedule related to assets held by and certified to by a qualified institution agrees to or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Warren Averett, LLC

Tampa, Florida
September 1, 2023

KFORCE 401(k) RETIREMENT SAVINGS PLAN
STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS

	December 31,	
	2022	2021
ASSETS		
Investments:		
At fair value	$ 180,781,789	$ 221,320,105
At contract value	24,432,391	22,070,834
Total investments	205,214,180	243,390,939
Receivables:		
Participant contributions	564,680	198
Employer contributions, net of forfeitures	1,778,888	1,628,718
Notes receivable from participants	1,860,029	1,705,821
Total receivables	4,203,597	3,334,737
Total assets	$ 209,417,777	$ 246,725,676
LIABILITIES		
Administrative expenses payable	$ 16,728	$ —
Total liabilities	$ 16,728	$ —
Net assets available for benefits	$ 209,401,049	$ 246,725,676

The accompanying notes are an integral part of these financial statements.

KFORCE 401(k) RETIREMENT SAVINGS PLAN

STATEMENT OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS

		Year Ended December 31, 2022
Investment loss:		
Net depreciation in fair value of investments	$	(49,730,714)
Interest and dividend income		3,277,107
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Interest income on notes receivable from participants		76,101
Contributions:		
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Rollovers		3,731,778
Total contributions		33,327,109
Benefits paid to participants		(23,865,567)
Administrative expenses		(406,475)
Other expense		(2,188)
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Net assets available for benefits:		
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Prior to April 1, 2022, Prudential Bank & Trust, FSB ("Prudential" or the "Trustee") was the trustee of the Plan and custodian of the mutual funds and The Prudential Insurance Company of America ("PRIAC") was the custodian of the group annuity contract and the record-keeper.

On April 1, 2022, Great-West Life & Annuity Insurance Company ("GWLA"), the parent company of Empower Retirement, LLC ("Empower"), acquired the full-service retirement business of Prudential Financial, Inc. In connection with the transaction, GWLA acquired all shares of the following entities, which are no longer affiliated with Prudential Financial, Inc.: PRIAC; Prudential, Global Portfolio Strategies, Inc.; TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; and Mullin TBG Insurance Agency Services, LLC. Subsequent to April 1, 2022, Empower (the "Trustee") was the trustee of the Plan, the custodian of the mutual funds and the group annuity contract as well as the record-keeper. On October 3, 2022, PRIAC was renamed to Empower Annuity Insurance Company ("EAIC").

The following description of the Plan is provided for general information purposes. Participants should refer to the Plan document for a more complete description of the Plan provisions. If there are any discrepancies between the terms of the Plan and this description, the terms of the Plan shall prevail. The Plan is subject to the provisions of the ERISA.

Eligibility

All employees of Kforce are eligible to participate in the Plan with the exception of employees who are:

- Leased employees under Section 414(n) of the Internal Revenue Code (the "Code");
- Covered by a collective bargaining agreement that does not provide for participation in the Plan;
- Nonresident aliens with no U.S. source earned income;
- Not residents of the U.S.; or
- Not on the U.S. payroll of Kforce.

Additionally, individuals who are independent contractors, regardless of whether they are subsequently determined to be common law employees, are not eligible to participate.

Contributions

Employee contributions are recorded in the period in which the payroll deductions are withheld from the participant's earnings. Participants may contribute up to 75% of their compensation for the year subject to the limitations provided in the Code, which was $20,500 for those under age 50 and $27,000 for those age 50 and above for 2022. Under the Plan, participants can elect to have their contribution rate automatically increased by 1% annually (up to a maximum of 8%), excluding highly compensated employees. A participant may elect at any time to stop contributing or to change the contribution rate percentage.

Kforce provides a matching contribution at the discretion of the Board of Directors. Kforce matching contributions, if any, are funded annually in cash to the Plan for eligible participants who, as of the last day of the Plan year, are employed and have completed at least 1,000 hours. Employees are also considered eligible participants if their employment was terminated due to death, total disability or retirement after reaching age 55. For the year ended December 31, 2022, Kforce made matching contributions equal to 10% of each eligible participant's contributions.

Rollovers

All employees who meet the Plan eligibility requirements are eligible to make rollover contributions to the Plan from a previous employer's qualified retirement plan or a conduit IRA.

Participant Accounts

Participants direct the investment of their contributions into various investment options offered by the Plan. Each participant's account is credited or charged with the participant's contributions, allocations of Kforce's matching contributions, Plan earnings or losses, rollovers and transfers into or withdrawals out of the Plan. In 2015, the Plan eliminated the participant's ability to make new investments in Kforce Inc. common stock.

Vesting

Participants are fully vested in their contributions plus actual earnings thereon, if any. Vesting in Kforce's matching contributions and earnings, if any, is based on years of continuous service. Participants vest at the rate of 20%, 40%, 60% and 100% after two, three, four and five years of service completed, respectively. A participant is 100% vested after five years of credited service or upon death, total disability, normal retirement age or Plan termination.

In-Service Withdrawals

Participants may request the following types of in-service withdrawals from the Plan during any given calendar month:

- Age 59-1/2,
- Financial hardship,
- Rollover contributions, or
- Qualified reservist distributions.

Pursuant to the Setting Every Community Up for Retirement Enhancement Act (SECURE Act) enacted, effective January 1, 2020, as amended in the Plan, the age at which required minimum distributions must begin was increased from 70½ to 72.

Notes Receivable from Participants

Participants may borrow money from their vested account balance up to the lesser of $50,000 (reduced by the participant's highest note receivable balance outstanding within the last 12 months, prior to the date of the note receivable), or 50% of the participant's vested account balance. The notes receivable are collateralized by the balance in the participant's account and bear interest at a reasonable fixed rate of interest as defined by the Plan. Principal and interest are generally paid ratably through the participant's payroll deductions, but may also be paid directly to the Trustee. Notes receivable must have a definite repayment period greater than 12 months, but not to exceed five years, unless the note receivable is for the purchase of a principal residence, in which case the repayment period must not exceed 15 years.

A participant who terminates employment with an outstanding note receivable has 90 days to pay off the outstanding balance of the note receivable. Upon expiration of the 90 days, the remaining outstanding balance of the note receivable is deemed to be a distribution to the participant. Notes receivable from participants, including interest thereon, are taxable to the participant and subject to applicable excise penalties upon default.

Benefit Payments

The participant is entitled to receive the vested portion of his or her account upon termination of employment. If the vested amount is $1,000 or less, the account is automatically paid to the participant within a reasonable time frame through a distribution; if the vested amount is greater than $1,000 and less than $5,000, the account is automatically paid to the participant within a reasonable time frame through a rollover into an IRA. If the vested amount is more than $5,000, the participant is required to consent to the distribution. Withdrawals from the Plan are paid in cash, or in Kforce Inc. common stock to the extent that the vested balance is invested in Kforce Inc. common stock.

At December 31, 2022 and 2021, there were no distribution payments that were processed and approved for payment by the Plan, but not yet paid to participants.

Forfeited Accounts

Non-vested balances resulting from Kforce contributions and earnings are forfeited upon distribution or the date the participant incurs five consecutive one-year breaks in service. A one-year break in service includes any year a participant works less than 500 hours. For terminated employees who receive a distribution, but who are re-employed during the five consecutive years following termination, the forfeiture amount shall be restored to the participant's account if the participant pays back the full amount of the distribution within five years of the re-employment date.

Forfeited non-vested balances are used first to fund any restorations. Any unallocated forfeitures shall be used to reduce administrative expenses payable by the Plan and/or employer matching contributions, if any, then to reduce employer qualified non-elective contributions, and/or to increase the employer matching contributions. Any remaining forfeitures shall be credited to a suspense account to be used for future restorations. During the year ended December 31, 2022, there was approximately $382 thousand in matching contributions made using forfeited funds. Forfeited funds in the suspense account at December 31, 2022 and 2021 were approximately $371 thousand and $404 thousand, respectively, which was maintained in the Guaranteed Income Fund.

Plan Termination

Although it has not expressed any intent to do so, Kforce has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA. In the event of Plan termination, participants will become 100% vested in their accounts and the trust shall continue until all participants' accounts have been completely distributed to each participant (or their designated beneficiary) in accordance with the Plan.

Note 2 - Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP").

Use of Estimates

The preparation of financial statements in conformity with GAAP requires the Plan Administrator as defined in the Plan ("Plan Administrator") to make estimates and assumptions that affect the reported amounts of net assets available for benefits and changes therein. Actual results could differ from those estimates.

Investment Valuation and Income Recognition

The Plan's investments are stated at fair value, except for the fully benefit-responsive annuity contract, which is recorded at contract value. The Plan's self-directed accounts hold shares of mutual funds and common stock, which are valued at quoted market prices that represent the net asset value of shares held by the Plan. The fully benefit-responsive annuity value includes contributions plus earnings and participant transfers into the fund, less participant withdrawals, administrative expenses and participant transfers out of the fund. Refer to Note 4 - "Group Annuity Contract with Insurance Company" for further discussion on the fully benefit-responsive investment contract.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net depreciation in fair value of investments includes the Plan's gains and losses on investments bought and sold as well as held during the year.

Valuation of Notes Receivable from Participants

Notes receivable from participants are measured at the unpaid principal balance plus any accrued and unpaid interest. Delinquent notes receivable are recorded as distributions in accordance with the terms of the Plan document.

Benefit Payments

Benefit payments and withdrawals are recorded when paid.

Administrative Expenses

The Plan's administrative expenses are paid by Kforce, the Plan and/or unallocated forfeitures. The Plan has a revenue-sharing agreement with Empower under which an ERISA expense account receives reimbursements from Empower to the Plan Sponsor. This account pays fees, such as Form 5500 preparation and audit fees, and reallocates amounts to participants. Earnings on this account balance is included in Other expense in the financial statements. At December 31, 2022 and 2021, the account balance was approximately $234 thousand and $115 thousand, respectively. During the plan year ended December 31, 2022, the account paid approximately $50 thousand in fees.

Certain management fees and operating expenses charged to the Plan for investments in mutual funds and mutual funds held in the self-directed accounts are deducted from income or loss on a daily basis and are not separately reflected. These investment-related expenses are included in Net depreciation in fair value of investments in the accompanying Statement of Changes in Net Assets Available for Benefits.

Risks and Uncertainties

The Plan utilizes various investment instruments, including common stock, mutual funds and an annuity contract. Investment securities, in general, are exposed to various risks, such as interest rate risk, credit risk and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities could occur in the near term and that such changes could materially affect the amounts reported in the financial statements.

Subsequent Events

The Plan Administrator has evaluated subsequent events through the date the financial statements were available to be issued and determined there were no subsequent events requiring adjustments to the financial statements or disclosures.

Note 3 - Information Certified by the Trustee and Custodian

Certain information related to investments from participants disclosed in the accompanying financial statements and the ERISA-required supplemental schedule, including investments held as of December 31, 2022 and net depreciation in fair value of investments and interest and dividend income for the year then ended, was obtained by management and agreed to or derived from information certified as complete and accurate by PRIAC.

Note 4 - Group Annuity Contract with Insurance Company

The Plan invests in the Guaranteed Income Fund ("GIF"), a fully benefit-responsive group annuity contract with PRIAC. PRIAC maintains the contributions in its general account, which is credited with earnings on the underlying investments and charged for participant withdrawals and administrative expenses. Participants may direct the withdrawal or transfer of all or a portion of their investment at contract value.

Since the GIF is fully benefit-responsive, contract value is the relevant measurement. Contract value represents contributions plus earnings and participant transfers into the fund, less participant withdrawals, administrative expenses and participant transfers out of the fund.

The contract has certain restrictions that impact the ability to collect the full contract value, for example, the Plan may not withdraw more than 10% of the value of the general account without incurring a penalty. The Plan Administrator believes that the possibility of the occurrence of events that would cause the Plan to transact at less than contract value is remote. In the case of termination of the investment contract, the contract value would be paid no later than 90 days from the date the Plan sponsor provides notice to discontinue. PRIAC may not terminate the contract at any amount less than contract value.

Note 5 - Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy uses a framework which requires categorizing assets and liabilities into one of three levels based on the inputs used in valuing the asset or liability.

- Level 1 inputs are unadjusted, quoted market prices in active markets for identical assets or liabilities.
- Level 2 inputs are observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in inactive markets.
- Level 3 inputs include unobservable inputs that are supported by little, infrequent, or no market activity and reflect management's own assumptions about inputs used in pricing the asset or liability.

Level 1 provides the most reliable measure of fair value, while Level 3 generally requires significant management judgment. Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

The following table sets forth by level, within the fair value hierarchy, the Plan's investments measured at fair value on a recurring basis at December 31, 2022 and 2021:

	Fair Value Measurements at December 31, 2022			
Description of Investment	Total	Level 1	Level 2	Level 3
Mutual funds	$ 174,929,381	$ 174,929,381	$ —	$ —
Kforce Inc. common stock	4,943,004	4,943,004	—	—
Self-directed accounts	909,404	909,404	—	—
Total Investments at fair value	$ 180,781,789	$ 180,781,789	$ —	$ —

	Fair Value Measurements at December 31, 2021			
Description of Investment	Total	Level 1	Level 2	Level 3
Mutual funds	$ 213,290,029	$ 213,290,029	$ —	$ —
Kforce Inc. common stock	7,002,356	7,002,356	—	—
Self-directed accounts	1,027,720	1,027,720	—	—
Total Investments at fair value	$ 221,320,105	$ 221,320,105	$ —	$ —

Note 6 - Federal Income Tax Status

The Internal Revenue Service has issued a favorable determination letter dated November 6, 2017, determining that the Plan and related trust were designed in accordance with applicable requirements of the Code and underlying regulations. The Plan has been amended since receiving the favorable determination letter. Kforce and the Plan Administrator believe that the Plan has been and is currently designed and operated in compliance with the applicable requirements of the Code and underlying regulations and that the Plan and related trust continue to be tax-exempt. As such, no provision for income taxes has been included in the Plan's financial statements.

GAAP requires the Plan Administrator to evaluate tax positions taken by the Plan and recognize a tax liability if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS. The Plan is subject to routine audits by taxing authorities; however, there are currently no audits for any tax periods in progress.

Note 7 - Exempt Party-In-Interest Transactions

Certain Plan investments include group annuity contract managed by PRIAC, the custodian and, therefore, these transactions qualify as exempt party-in-interest transactions. Fees paid by the Plan participants for the investment management services were included as a reduction of the return earned on each investment.

At December 31, 2022 and 2021, the Plan held approximately 90 thousand shares and 93 thousand shares, respectively, of common stock of Kforce, party-in-interest as the sponsoring employer, with a fair value of approximately $4.9 million and $7.0 million, respectively. During the year ended December 31, 2022, the plan recorded approximately $110 thousand in dividend income related to the Kforce common stock. Additionally, the notes receivable from participant employees of Kforce are considered exempt party-in-interest transactions.

KFORCE 401(k) RETIREMENT SAVINGS PLAN

EIN: 59-3264661 PLAN NUMBER: 002

FORM 5500, SCHEDULE H, PART IV, LINE 4i—SCHEDULE OF ASSETS (HELD AT END OF YEAR)

AS OF DECEMBER 31, 2022

Identity of Party Involved	Description of Investment	Current Value**
Kforce Inc. *	Common Stock	$ 4,943,004
Vanguard Growth Index Institutional	Mutual Fund	30,198,333
American Funds EuroPacific Growth R6	Mutual Fund	26,234,807
Columbia Dividend Income Institutional 3 Class	Mutual Fund	23,804,213
Fidelity 500 Index Fund	Mutual Fund	21,730,611
Vanguard Small-Cap Index Institutional	Mutual Fund	11,767,846
PGIM Total Return Bond R6	Mutual Fund	11,608,341
Vanguard Small-Cap Growth Index I	Mutual Fund	11,381,533
Blackrock Mid-Cap Growth	Mutual Fund	11,256,045
Vanguard Mid-Cap Value Index Admiral	Mutual Fund	6,558,353
American Funds American Balanced R6	Mutual Fund	6,380,695
Vanguard Mid-Cap Index Fund	Mutual Fund	3,634,507
Vanguard Small-Cap Value Index Admiral	Mutual Fund	3,108,127
Vanguard Global Equity Fund	Mutual Fund	2,555,300
DFA Intermediate Government Fixed Income Institutional	Mutual Fund	1,429,738
Federated Hermes Opportunistic High Yield Bond IS	Mutual Fund	1,301,832
PIMCO Real Return Fund Institutional	Mutual Fund	1,144,044
Vanguard Total International Bond Index Admiral	Mutual Fund	614,027
Columbia Emerging Markets Fund Institutional 3 Class	Mutual Fund	221,029
Guaranteed Income Fund*	Group Annuity Contract	24,432,391
Notes receivable from participants*	Interest rates 4.25% to 7.25%, maturing through 2037	1,860,029
Self-Directed Accounts	Mutual Funds/Common Stock	909,404
Total		$ 207,074,209

* Indicates a party-in-interest to the Plan.

** Cost information not required for participant directed investments.

This schedule is presented in compliance with Department of Labor requirements.

KFORCE 401(k) RETIREMENT SAVINGS PLAN

Financial Statements as of December 31, 2022 and 2021, and for the Year Ended December 31, 2022, Supplemental Schedule as of December 31, 2022, and Independent Auditors' Report



KFORCE INC.
1150 ASSEMBLY DRIVE, SUITE 500
TAMPA, FL 33607

KFORCE 401(k) RETIREMENT SAVINGS PLAN

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All other schedules required by Section 2520.103-10 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 as amended ("ERISA") have been omitted because they are not applicable.

Warren Averett
CPAs AND ADVISORS

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Tampa, FL 33602
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INDEPENDENT AUDITORS' REPORT

To the Benefits Committee of Kforce, Inc., Participants, and Plan Administrator
Kforce 401(k) Retirement Savings Plan

Scope and Nature of the ERISA Section 103(a)(3)(C) Audit
We have performed audits of the accompanying financial statements of the Kforce 401(k) Retirement Savings Plan (the "Plan"), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), as permitted by ERISA Section 103(a)(3)(C) [ERISA Section 103(a)(3)(C) audit]. The financial statements comprise the statement of net assets available for benefits as of December 31, 2022 and 2021, and the related statement of changes in net assets available for benefits for the for the year ended December 31, 2022, and the related notes to the financial statements.

Management, having determined it is permissible in the circumstances, has elected to have the audits of the Plan's financial statements performed in accordance with ERISA Section 103(a)(3)(C) pursuant to 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. As permitted by ERISA Section 103(a)(3)(C), our audits need not extend to any statements or information related to assets held for investment of the Plan (investment information) by a bank or similar institution or insurance carrier that is regulated, supervised, and subject to periodic examination by a state or federal agency, provided that the statements or information regarding assets so held are prepared and certified to by the bank or similar institution or insurance carrier in accordance with 29 CFR 2520.103-5 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA (qualified institution).

Management has obtained certifications from a qualified institution as of December 31, 2022 and 2021, and for the year ended December 31, 2022, stating that the certified investment information, as described in Note 3 to the financial statements, is complete and accurate.

Opinion
In our opinion, based on our audits and on the procedures performed as described in the Auditors' Responsibilities for the Audit of the Financial Statements section:

- the amounts and disclosures in the financial statements referred to above, other than those agreed to or derived from the certified investment information, are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.
- the information in the financial statements referred to above related to assets held by and certified to by a qualified institution agrees to, or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Plan and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our ERISA Section 103(a)(3)(C) audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management's election of the ERISA Section 103(a)(3)(C) audit does not affect management's responsibility for the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is also responsible for maintaining a current plan instrument, including all plan amendments; administering the Plan; and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

Auditors' Responsibilities for the Audit of the Financial Statements
Except as described in the Scope and Nature of the ERISA Section 103(a)(3)(C) Audit section of our report, our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

Our audits did not extend to the certified investment information, except for obtaining and reading the certification, comparing the certified investment information with the related information presented and disclosed in the financial statements, and reading the disclosures relating to the certified investment information to assess whether they are in accordance with the presentation and disclosure requirements of accounting principles generally accepted in the United States of America.

Accordingly, the objective of an ERISA Section 103(a)(3)(C) audit is not to express an opinion about whether the financial statements as a whole are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplemental Schedule Required by ERISA

The supplemental Schedule H, Line 4i – Schedule of Assets (Held at End of Year) is presented for purposes of additional analysis and is not a required part of the financial statements but is supplementary information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information included in the supplemental schedule, other than that agreed to or derived from the certified investment information, has been subjected to auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with generally accepted auditing standards. For information included in the supplemental schedule that agreed to or is derived from the certified investment information, we compared such information to the related certified investment information.

In forming our opinion on the supplemental schedule, we evaluated whether the supplemental schedule, other than the information agreed to or derived from the certified investment information, including its form and content, is presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion:

- the form and content of the supplemental schedule, other than the information in the supplemental schedule that agreed to or is derived from the certified investment information, is presented, in all material respects, in conformity with the Department of Labor’s Rules and Regulations for Reporting and Disclosure under ERISA.
- the information in the supplemental schedule related to assets held by and certified to by a qualified institution agrees to or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Warren Averett, LLC

Tampa, Florida
September 1, 2023

KFORCE 401(k) RETIREMENT SAVINGS PLAN
STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS

	December 31,	
	2022	2021
ASSETS		
Investments:		
At fair value	$ 180,781,789	$ 221,320,105
At contract value	24,432,391	22,070,834
Total investments	205,214,180	243,390,939
Receivables:		
Participant contributions	564,680	198
Employer contributions, net of forfeitures	1,778,888	1,628,718
Notes receivable from participants	1,860,029	1,705,821
Total receivables	4,203,597	3,334,737
Total assets	$ 209,417,777	$ 246,725,676
LIABILITIES		
Administrative expenses payable	$ 16,728	$ —
Total liabilities	$ 16,728	$ —
Net assets available for benefits	$ 209,401,049	$ 246,725,676

The accompanying notes are an integral part of these financial statements.

KFORCE 401(k) RETIREMENT SAVINGS PLAN

STATEMENT OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS

		Year Ended December 31, 2022
Investment loss:		
Net depreciation in fair value of investments	$	(49,730,714)
Interest and dividend income		3,277,107
Total investment loss		(46,453,607)
Interest income on notes receivable from participants		76,101
Contributions:		
Participant		27,816,443
Employer, net of forfeitures		1,778,888
Rollovers		3,731,778
Total contributions		33,327,109
Benefits paid to participants		(23,865,567)
Administrative expenses		(406,475)
Other expense		(2,188)
Change in net assets		(37,324,627)
Net assets available for benefits:		
Beginning of year		246,725,676
End of year	$	209,401,049

The accompanying notes are an integral part of these financial statements.

Note 1 - Description of the Plan

General

The Kforce 401(k) Retirement Savings Plan (the "Plan") is a defined contribution plan sponsored by Kforce Inc. ("Kforce"). Substantially all employees of Kforce are eligible under the Plan, except employees that meet certain exceptions, as defined below.

Prior to April 1, 2022, Prudential Bank & Trust, FSB ("Prudential" or the "Trustee") was the trustee of the Plan and custodian of the mutual funds and The Prudential Insurance Company of America ("PRIAC") was the custodian of the group annuity contract and the record-keeper.

On April 1, 2022, Great-West Life & Annuity Insurance Company ("GWLA"), the parent company of Empower Retirement, LLC ("Empower"), acquired the full-service retirement business of Prudential Financial, Inc. In connection with the transaction, GWLA acquired all shares of the following entities, which are no longer affiliated with Prudential Financial, Inc.: PRIAC; Prudential, Global Portfolio Strategies, Inc.; TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; and Mullin TBG Insurance Agency Services, LLC. Subsequent to April 1, 2022, Empower (the "Trustee") was the trustee of the Plan, the custodian of the mutual funds and the group annuity contract as well as the record-keeper. On October 3, 2022, PRIAC was renamed to Empower Annuity Insurance Company ("EAIC").

The following description of the Plan is provided for general information purposes. Participants should refer to the Plan document for a more complete description of the Plan provisions. If there are any discrepancies between the terms of the Plan and this description, the terms of the Plan shall prevail. The Plan is subject to the provisions of the ERISA.

Eligibility

All employees of Kforce are eligible to participate in the Plan with the exception of employees who are:

- Leased employees under Section 414(n) of the Internal Revenue Code (the "Code");
- Covered by a collective bargaining agreement that does not provide for participation in the Plan;
- Nonresident aliens with no U.S. source earned income;
- Not residents of the U.S.; or
- Not on the U.S. payroll of Kforce.

Additionally, individuals who are independent contractors, regardless of whether they are subsequently determined to be common law employees, are not eligible to participate.

Contributions

Employee contributions are recorded in the period in which the payroll deductions are withheld from the participant's earnings. Participants may contribute up to 75% of their compensation for the year subject to the limitations provided in the Code, which was $20,500 for those under age 50 and $27,000 for those age 50 and above for 2022. Under the Plan, participants can elect to have their contribution rate automatically increased by 1% annually (up to a maximum of 8%), excluding highly compensated employees. A participant may elect at any time to stop contributing or to change the contribution rate percentage.

Kforce provides a matching contribution at the discretion of the Board of Directors. Kforce matching contributions, if any, are funded annually in cash to the Plan for eligible participants who, as of the last day of the Plan year, are employed and have completed at least 1,000 hours. Employees are also considered eligible participants if their employment was terminated due to death, total disability or retirement after reaching age 55. For the year ended December 31, 2022, Kforce made matching contributions equal to 10% of each eligible participant's contributions.

Rollovers

All employees who meet the Plan eligibility requirements are eligible to make rollover contributions to the Plan from a previous employer's qualified retirement plan or a conduit IRA.

Participant Accounts

Participants direct the investment of their contributions into various investment options offered by the Plan. Each participant's account is credited or charged with the participant's contributions, allocations of Kforce's matching contributions, Plan earnings or losses, rollovers and transfers into or withdrawals out of the Plan. In 2015, the Plan eliminated the participant's ability to make new investments in Kforce Inc. common stock.

Vesting

Participants are fully vested in their contributions plus actual earnings thereon, if any. Vesting in Kforce's matching contributions and earnings, if any, is based on years of continuous service. Participants vest at the rate of 20%, 40%, 60% and 100% after two, three, four and five years of service completed, respectively. A participant is 100% vested after five years of credited service or upon death, total disability, normal retirement age or Plan termination.

In-Service Withdrawals

Participants may request the following types of in-service withdrawals from the Plan during any given calendar month:

- Age 59-1/2,
- Financial hardship,
- Rollover contributions, or
- Qualified reservist distributions.

Pursuant to the Setting Every Community Up for Retirement Enhancement Act (SECURE Act) enacted, effective January 1, 2020, as amended in the Plan, the age at which required minimum distributions must begin was increased from 70½ to 72.

Notes Receivable from Participants

Participants may borrow money from their vested account balance up to the lesser of $50,000 (reduced by the participant's highest note receivable balance outstanding within the last 12 months, prior to the date of the note receivable), or 50% of the participant's vested account balance. The notes receivable are collateralized by the balance in the participant's account and bear interest at a reasonable fixed rate of interest as defined by the Plan. Principal and interest are generally paid ratably through the participant's payroll deductions, but may also be paid directly to the Trustee. Notes receivable must have a definite repayment period greater than 12 months, but not to exceed five years, unless the note receivable is for the purchase of a principal residence, in which case the repayment period must not exceed 15 years.

A participant who terminates employment with an outstanding note receivable has 90 days to pay off the outstanding balance of the note receivable. Upon expiration of the 90 days, the remaining outstanding balance of the note receivable is deemed to be a distribution to the participant. Notes receivable from participants, including interest thereon, are taxable to the participant and subject to applicable excise penalties upon default.

Benefit Payments

The participant is entitled to receive the vested portion of his or her account upon termination of employment. If the vested amount is $1,000 or less, the account is automatically paid to the participant within a reasonable time frame through a distribution; if the vested amount is greater than $1,000 and less than $5,000, the account is automatically paid to the participant within a reasonable time frame through a rollover into an IRA. If the vested amount is more than $5,000, the participant is required to consent to the distribution. Withdrawals from the Plan are paid in cash, or in Kforce Inc. common stock to the extent that the vested balance is invested in Kforce Inc. common stock.

At December 31, 2022 and 2021, there were no distribution payments that were processed and approved for payment by the Plan, but not yet paid to participants.

Forfeited Accounts

Non-vested balances resulting from Kforce contributions and earnings are forfeited upon distribution or the date the participant incurs five consecutive one-year breaks in service. A one-year break in service includes any year a participant works less than 500 hours. For terminated employees who receive a distribution, but who are re-employed during the five consecutive years following termination, the forfeiture amount shall be restored to the participant's account if the participant pays back the full amount of the distribution within five years of the re-employment date.

Forfeited non-vested balances are used first to fund any restorations. Any unallocated forfeitures shall be used to reduce administrative expenses payable by the Plan and/or employer matching contributions, if any, then to reduce employer qualified non-elective contributions, and/or to increase the employer matching contributions. Any remaining forfeitures shall be credited to a suspense account to be used for future restorations. During the year ended December 31, 2022, there was approximately $382 thousand in matching contributions made using forfeited funds. Forfeited funds in the suspense account at December 31, 2022 and 2021 were approximately $371 thousand and $404 thousand, respectively, which was maintained in the Guaranteed Income Fund.

Plan Termination

Although it has not expressed any intent to do so, Kforce has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA. In the event of Plan termination, participants will become 100% vested in their accounts and the trust shall continue until all participants' accounts have been completely distributed to each participant (or their designated beneficiary) in accordance with the Plan.

Note 2 - Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP").

Use of Estimates

The preparation of financial statements in conformity with GAAP requires the Plan Administrator as defined in the Plan ("Plan Administrator") to make estimates and assumptions that affect the reported amounts of net assets available for benefits and changes therein. Actual results could differ from those estimates.

Investment Valuation and Income Recognition

The Plan's investments are stated at fair value, except for the fully benefit-responsive annuity contract, which is recorded at contract value. The Plan's self-directed accounts hold shares of mutual funds and common stock, which are valued at quoted market prices that represent the net asset value of shares held by the Plan. The fully benefit-responsive annuity value includes contributions plus earnings and participant transfers into the fund, less participant withdrawals, administrative expenses and participant transfers out of the fund. Refer to Note 4 - "Group Annuity Contract with Insurance Company" for further discussion on the fully benefit-responsive investment contract.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net depreciation in fair value of investments includes the Plan's gains and losses on investments bought and sold as well as held during the year.

Valuation of Notes Receivable from Participants

Notes receivable from participants are measured at the unpaid principal balance plus any accrued and unpaid interest. Delinquent notes receivable are recorded as distributions in accordance with the terms of the Plan document.

Benefit Payments

Benefit payments and withdrawals are recorded when paid.

Administrative Expenses

The Plan's administrative expenses are paid by Kforce, the Plan and/or unallocated forfeitures. The Plan has a revenue-sharing agreement with Empower under which an ERISA expense account receives reimbursements from Empower to the Plan Sponsor. This account pays fees, such as Form 5500 preparation and audit fees, and reallocates amounts to participants. Earnings on this account balance is included in Other expense in the financial statements. At December 31, 2022 and 2021, the account balance was approximately $234 thousand and $115 thousand, respectively. During the plan year ended December 31, 2022, the account paid approximately $50 thousand in fees.

Certain management fees and operating expenses charged to the Plan for investments in mutual funds and mutual funds held in the self-directed accounts are deducted from income or loss on a daily basis and are not separately reflected. These investment-related expenses are included in Net depreciation in fair value of investments in the accompanying Statement of Changes in Net Assets Available for Benefits.

Risks and Uncertainties

The Plan utilizes various investment instruments, including common stock, mutual funds and an annuity contract. Investment securities, in general, are exposed to various risks, such as interest rate risk, credit risk and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities could occur in the near term and that such changes could materially affect the amounts reported in the financial statements.

Subsequent Events

The Plan Administrator has evaluated subsequent events through the date the financial statements were available to be issued and determined there were no subsequent events requiring adjustments to the financial statements or disclosures.

Note 3 - Information Certified by the Trustee and Custodian

Certain information related to investments from participants disclosed in the accompanying financial statements and the ERISA-required supplemental schedule, including investments held as of December 31, 2022 and net depreciation in fair value of investments and interest and dividend income for the year then ended, was obtained by management and agreed to or derived from information certified as complete and accurate by PRIAC.

Note 4 - Group Annuity Contract with Insurance Company

The Plan invests in the Guaranteed Income Fund ("GIF"), a fully benefit-responsive group annuity contract with PRIAC. PRIAC maintains the contributions in its general account, which is credited with earnings on the underlying investments and charged for participant withdrawals and administrative expenses. Participants may direct the withdrawal or transfer of all or a portion of their investment at contract value.

Since the GIF is fully benefit-responsive, contract value is the relevant measurement. Contract value represents contributions plus earnings and participant transfers into the fund, less participant withdrawals, administrative expenses and participant transfers out of the fund.

The contract has certain restrictions that impact the ability to collect the full contract value, for example, the Plan may not withdraw more than 10% of the value of the general account without incurring a penalty. The Plan Administrator believes that the possibility of the occurrence of events that would cause the Plan to transact at less than contract value is remote. In the case of termination of the investment contract, the contract value would be paid no later than 90 days from the date the Plan sponsor provides notice to discontinue. PRIAC may not terminate the contract at any amount less than contract value.

Note 5 - Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy uses a framework which requires categorizing assets and liabilities into one of three levels based on the inputs used in valuing the asset or liability.

- Level 1 inputs are unadjusted, quoted market prices in active markets for identical assets or liabilities.
- Level 2 inputs are observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in inactive markets.
- Level 3 inputs include unobservable inputs that are supported by little, infrequent, or no market activity and reflect management's own assumptions about inputs used in pricing the asset or liability.

Level 1 provides the most reliable measure of fair value, while Level 3 generally requires significant management judgment. Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

The following table sets forth by level, within the fair value hierarchy, the Plan's investments measured at fair value on a recurring basis at December 31, 2022 and 2021:

	Fair Value Measurements at December 31, 2022			
Description of Investment	Total	Level 1	Level 2	Level 3
Mutual funds	$ 174,929,381	$ 174,929,381	$ —	$ —
Kforce Inc. common stock	4,943,004	4,943,004	—	—
Self-directed accounts	909,404	909,404	—	—
Total Investments at fair value	$ 180,781,789	$ 180,781,789	$ —	$ —

	Fair Value Measurements at December 31, 2021			
Description of Investment	Total	Level 1	Level 2	Level 3
Mutual funds	$ 213,290,029	$ 213,290,029	$ —	$ —
Kforce Inc. common stock	7,002,356	7,002,356	—	—
Self-directed accounts	1,027,720	1,027,720	—	—
Total Investments at fair value	$ 221,320,105	$ 221,320,105	$ —	$ —

Note 6 - Federal Income Tax Status

The Internal Revenue Service has issued a favorable determination letter dated November 6, 2017, determining that the Plan and related trust were designed in accordance with applicable requirements of the Code and underlying regulations. The Plan has been amended since receiving the favorable determination letter. Kforce and the Plan Administrator believe that the Plan has been and is currently designed and operated in compliance with the applicable requirements of the Code and underlying regulations and that the Plan and related trust continue to be tax-exempt. As such, no provision for income taxes has been included in the Plan's financial statements.

GAAP requires the Plan Administrator to evaluate tax positions taken by the Plan and recognize a tax liability if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS. The Plan is subject to routine audits by taxing authorities; however, there are currently no audits for any tax periods in progress.

Note 7 - Exempt Party-In-Interest Transactions

Certain Plan investments include group annuity contract managed by PRIAC, the custodian and, therefore, these transactions qualify as exempt party-in-interest transactions. Fees paid by the Plan participants for the investment management services were included as a reduction of the return earned on each investment.

At December 31, 2022 and 2021, the Plan held approximately 90 thousand shares and 93 thousand shares, respectively, of common stock of Kforce, party-in-interest as the sponsoring employer, with a fair value of approximately $4.9 million and $7.0 million, respectively. During the year ended December 31, 2022, the plan recorded approximately $110 thousand in dividend income related to the Kforce common stock. Additionally, the notes receivable from participant employees of Kforce are considered exempt party-in-interest transactions.

KFORCE 401(k) RETIREMENT SAVINGS PLAN

EIN: 59-3264661 PLAN NUMBER: 002

FORM 5500, SCHEDULE H, PART IV, LINE 4i—SCHEDULE OF ASSETS (HELD AT END OF YEAR)

AS OF DECEMBER 31, 2022

Identity of Party Involved	Description of Investment	Current Value**
Kforce Inc. *	Common Stock	$ 4,943,004
Vanguard Growth Index Institutional	Mutual Fund	30,198,333
American Funds EuroPacific Growth R6	Mutual Fund	26,234,807
Columbia Dividend Income Institutional 3 Class	Mutual Fund	23,804,213
Fidelity 500 Index Fund	Mutual Fund	21,730,611
Vanguard Small-Cap Index Institutional	Mutual Fund	11,767,846
PGIM Total Return Bond R6	Mutual Fund	11,608,341
Vanguard Small-Cap Growth Index I	Mutual Fund	11,381,533
Blackrock Mid-Cap Growth	Mutual Fund	11,256,045
Vanguard Mid-Cap Value Index Admiral	Mutual Fund	6,558,353
American Funds American Balanced R6	Mutual Fund	6,380,695
Vanguard Mid-Cap Index Fund	Mutual Fund	3,634,507
Vanguard Small-Cap Value Index Admiral	Mutual Fund	3,108,127
Vanguard Global Equity Fund	Mutual Fund	2,555,300
DFA Intermediate Government Fixed Income Institutional	Mutual Fund	1,429,738
Federated Hermes Opportunistic High Yield Bond IS	Mutual Fund	1,301,832
PIMCO Real Return Fund Institutional	Mutual Fund	1,144,044
Vanguard Total International Bond Index Admiral	Mutual Fund	614,027
Columbia Emerging Markets Fund Institutional 3 Class	Mutual Fund	221,029
Guaranteed Income Fund*	Group Annuity Contract	24,432,391
Notes receivable from participants*	Interest rates 4.25% to 7.25%, maturing through 2037	1,860,029
Self-Directed Accounts	Mutual Funds/Common Stock	909,404
Total		$ 207,074,209

* Indicates a party-in-interest to the Plan.

** Cost information not required for participant directed investments.

This schedule is presented in compliance with Department of Labor requirements.