

***This Summary Plan Description is a summary of the key provisions of the World Wide Technology, Inc. Employee Salary Deferral Retirement Program. The summary is an important legal instrument with legal and tax implications. Merrill Lynch, Pierce, Fenner & Smith Incorporated does not provide legal and tax advice to the Employer. The Employer is urged to consult with its own attorney with regard to the use of this Summary and its suitability to its circumstances.***

World Wide Technology, Inc. Employee Salary Deferral  
Retirement Program

Summary Plan Description

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# INTRODUCTION TO THE PLAN

Your Employer has instituted this Plan to reward efforts made by Employees who contribute to the overall success of World Wide Technology, Inc. The Plan is exclusively for the benefit of Participants and their Beneficiaries. The purpose of the Plan is to help you build financial security for your retirement and to help protect you and your Beneficiaries in the event of your retirement, death or Disability.

This Summary Plan Description (SPD) summarizes the key features of the Plan, and your rights, obligations and benefits under the Plan. Some of the statements made in this SPD are dependent upon this Plan being “qualified”, or approved by the Internal Revenue Service. Please contact the Plan Administrator with any questions you may have after you have read this summary.

This Plan is a Defined Contribution Plan. It offers you a built-in savings system through Pre-Tax and After-Tax payroll deductions. It also offers attractive tax advantages, the freedom to choose investments according to your needs and the flexibility to change your investments as your needs change. Although it is hoped and intended that your Account value will increase in value to reflect all contributions plus future earnings, there is no guarantee of the success of the investments.

Under the terms of this Plan, you may choose to defer a portion of your current salary, which your Employer then contributes to the Plan on a pre-tax basis and/or have a portion of your salary contributed under the Plan on an after-tax basis. Pre-Tax Contributions are not subject to Federal income tax, and in most cases, are not subject to state or local income taxes. Because your Pre-Tax Contributions are not subject to Federal income tax, deferring your salary on a pre-tax basis reduces your taxable income.

The Plan also allows you to make after-tax Contributions known as Roth Contributions. At the time they are made, Roth Contributions are subject to Federal income taxes, and if the requirements for a qualified distribution are satisfied, earnings are distributed on a tax-free basis. When requirements for a qualified distribution are not satisfied, Roth earnings are taxed when distributed.

Under the terms of this Plan, you may choose to defer a portion of your salary contributed to the Plan on an after-tax basis. After-Tax Contributions are subject to Federal income tax, but earnings are tax-deferred, and in most cases, contributions are not subject to state or local income taxes.

Throughout this SPD, Pre-Tax and Roth Contributions are collectively defined as Elective Deferral Contributions.

In addition to your own current deferrals, if your Employer allows, you may make rollover contributions to this Plan of eligible rollover amounts that you receive from certain other qualified retirement plans.

The laws governing plans like this one contain many provisions that may affect your retirement. You should contact the Plan Administrator with any questions about the Plan before you make any decisions related to your retirement. For specific tax advice, you should contact your tax advisor.

Every effort has been made to make this description as accurate as possible. However, this booklet is not a Plan document. This SPD is not meant to interpret, extend or change the provisions of the Plan in any way. The terms of the Plan are stated in, and will be governed in every respect by, the Plan document. Your right to any benefit depends on the actual facts and the terms and conditions of the Plan document, and no rights accrue by reason of any statement in this SPD. A copy of the Plan document is available at the principal office of your Employer for inspection. You, your Beneficiaries, or your legal representatives may request to inspect the Plan document at any reasonable time. You also have a right to a copy of the Plan document. For an explanation of your rights under Federal law (ERISA), please refer to the “Statement of ERISA Rights” section in this SPD.

Nothing contained in this SPD creates or is intended to create a contract of employment between any Employee and the Employer. Nothing in the Plan or this SPD gives any person the right to be employed by the company nor does it interfere with the company’s right to discharge an Employee at any time. Generally, the terms and phrases that are capitalized in this SPD are defined in the Plan document.

## GENERAL INFORMATION ABOUT THE PLAN

|  |  |
|--|--|
| <b>Primary Employer/Plan Sponsor and Plan Administrator:</b> | World Wide Technology, Inc.<br>60 Weldon Parkway<br>St. Louis, MO 63043<br>314-919-1660                            |
| <b>Employer's Tax ID Number:</b>                             | 43-1912895   |
| <b>Plan Trustee:</b>   | Bank of America, N.A.<br>1400 American Blvd.<br>MSC NJ2-140-03-65<br>Pennington, NJ 08534                          |
| <b>Plan Name:</b>  | World Wide Technology, Inc. Employee Salary Deferral Retirement Program  |
| <b>Plan Number:</b>  | 001  |
| <b>Amendment Effective Date:</b>                             | 01/01/2018   |
| <b>Restatement Effective Date:</b>                           | 03/01/2015   |
| <b>Original Effective Date:</b>                              | 01/01/1990   |
| <b>Employer Tax Year End:</b>                                | December 31st  |
| <b>Plan Year End:</b>  | 31st day of December   |
| <b>Type of Recordkeeping:</b>                                | Contract Administration  |
| <b>Type of Plan:</b>   | Defined Contribution Plan with Elective Deferral, After-Tax and Profit Sharing features; ERISA Section 404(c) plan |

The trust fund established for the Plan is the funding medium used for accumulation of assets and from which benefits will be distributed. The Plan Administrator keeps the records for the Plan and is responsible for the interpretation and administration of the Plan. All Plan records will be kept on the basis of the Plan Year. The Plan Administrator may hire a third party record keeper to perform the administrative functions of the Plan. If you have questions about the Plan you should write to the Plan Administrator. **The Plan Administrator and the Trustees are designated as the Agents for Service of Legal Process.**

# ELIGIBILITY AND PARTICIPATION

## Eligibility:

All Employees of the Employer and participating Employers are eligible to participate in this Plan, except Employees who are members of a union that bargained separately for retirement benefits that were subject to good faith bargaining during negotiations (unless the bargaining agreement provides for participation in the Plan), non-resident aliens who receive no earned income from sources within the United States and Employees of an Affiliate that has not adopted the Plan.

A "leased employee" is generally any person (other than a common law Employee of an Employer) who under an agreement between an Employer (or an Affiliate) and a leasing organization has performed services for the Employer (or an Affiliate) on a substantially full-time basis for a period of at least 1 year. Such services must be performed under the primary direction or control of the Employer (or an Affiliate).

Leased Employees are Eligible Employees under the Plan once they have performed services for an Employer (or Affiliate) on a substantially full-time basis for a period of 1 year.

In all events, individuals who are not treated as common law employees by the Employer or any participating Employer of the Primary Employer on their payroll records (independent contractors) are excluded from Plan participation, even if a court or administrative agency later determines that these individuals are common law employees and not independent contractors.

If you are not excluded from participation due to the requirements listed above, you are considered to be an Eligible Employee for the Plan.

## Predecessor Service for Eligibility:

Years of Service with the Predecessor Employer(s), World Wide Technology Asynchrony Labs, LLC, will be counted toward eligibility to participate in the Plan.

## Participating Employers:

Only Eligible Employees of the following Employers may participate in the Plan:

World Wide Technology, Inc.  
World Wide Technology Holding Co., Inc.  
Telcobuy.com, LLC  
World Wide Technology International, LLC  
Performance Technology Group, Inc.  
World Wide Technology Asynchrony Labs, LLC

## Participation Requirements:

If you are not excluded from participation due to the above Eligible Employee requirements, you will become eligible to participate in the Plan upon attaining age 21 and completing 1/4 of a Year of Service.

Because the service requirement is less than 1 year, you are not required to complete a specific number of Hours of Service during the service period. Instead, your service will be measured by the length of time you are employed. You will become eligible to participate in the Plan on the 3-month anniversary of your date of hire. For example: If your date of hire is 01/01/2018, you will become eligible to participate in the Plan on 04/01/2018.

Service is measured from the day you are first employed and performing duties for your Employer (or Affiliate) until the day your employment is terminated due to resignation, discharge, retirement or death.

If you are covered by qualifying military service for the United States, that military service is considered service under the Plan, to the extent required by Federal law.

If you do not meet the eligibility and participation requirements, you will not be eligible to participate in the Plan.

**Entry Date(s):**

If you have satisfied the eligibility and participation requirements, you will become a Participant in the Plan on the Entry Date on or following the date you meet the participation requirements. The Entry Dates for the Plan are the first day of each month of the Plan Year.

**Additional Entry Date(s):**

If you meet the eligibility and participation requirements on the original effective date of the Plan, you will become a Participant in the Plan as of that date.

**Break in Service/Eligibility:**

If any feature of the Plan allows for immediate participation, the following Break in Service rules may not apply to that feature.

Period of Severance:

Service is not credited during a "Period of Severance". A "Period of Severance" usually occurs because you have terminated employment. If your employment is terminated and you are not rehired within the 12 consecutive months beginning on the date of termination, you will incur a 1-year Period of Severance that is referred to as a "break in service". Each 12 consecutive months thereafter is considered another 1-year "break in service".

If you are on a leave of absence for maternity or paternity reasons, you will not be considered to have a Period of Severance until the second anniversary of the first date of your leave, if you remain absent from service with your Employer. For example, if you went on maternity leave on April 1, 2014, you would not be considered to have severed from service with your Employer if you returned to work and performed an Hour of Service before April 1, 2016. If you did not return to work on or before April 1, 2016, you would incur a 1-year "break in service". A maternity or paternity leave of absence is one due to pregnancy, the birth or adoption of a child or the care of a child after birth or adoption.

If you are covered by qualifying military service, no Period of Severance will occur during your period of military service to the extent required by Federal law.

Reemployment After a Break in Service/Period of Severance:  
(hereafter referred to as a "break in service")

If you are reemployed after a "break in service", the following rules apply to determine your eligibility upon reemployment:

If you never met the participation requirements at the time of separation and do not incur 5 consecutive "break in service" years, your total service is counted from your original date of hire. You may participate in the Plan in accordance with the Plan's general participation requirements.

If you were a Participant in the Plan, had not made Elective Deferral Contributions to the Plan, and were not vested in any Employer Contribution Account(s) at the time of separation and did not incur 5 consecutive "break in service" years, you may participate immediately upon reemployment. If you incur a



“break in service” of at least 5 consecutive years, you will be treated as a new Employee upon reemployment.

If you were a Participant in the Plan and had made Elective Deferral Contributions to the Plan or you were fully or partially vested in any Employer Contribution Account(s) at the time of separation (whether or not the Employer actually made any contributions), you may participate immediately upon reemployment.

## **COMPENSATION**

Compensation for purposes of all Contributions under this Plan means the total salary or wages paid to you as shown on your W-2, excluding fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation and welfare benefits.

Compensation for purposes of all Contributions includes compensation paid by the later of 2 ½ months after your severance from employment or the end of the calendar year of your severance from employment, provided (i) the payment is regular compensation that you would have received if you had continued in employment, (ii) the payment is for unused bona fide sick, vacation or other leave that you would have been able to use if you had continued in employment, or (iii) the payment is received pursuant to a nonqualified unfunded deferred compensation plan and you would have received the payment at the same time if you had continued in employment, but only to the extent the amount is included in gross income.

Any differential wage payments you receive during a leave of absence to perform military service will be considered compensation.

For all contributions to the Plan, the maximum Compensation for 2018 is \$275,000\*.

\*Adjusted periodically for cost of living by the IRS

“Compensation” is generally determined before any amounts are deducted from your pay on a pre-tax basis, such as pre-tax deferrals or cafeteria plan deductions. For example, if you otherwise earn \$30,000 and reduce your pay by \$5,000 for dependent care expenses and medical premiums through a cafeteria plan, you will still be treated as earning \$30,000 for determining the percentage of your “Compensation” that may be contributed to this Plan. If you elect to defer 5% of your “Compensation” as a pre-tax deferral, you will defer \$1,500 (5% of \$30,000).

Similarly, if your Employer makes a 1% Matching and Profit Sharing Contribution for which you are otherwise eligible, your share of that contribution would be \$300 (1% of \$30,000).

For the first year you participate in the Plan, only Compensation earned after your Entry Date will be used to determine all Contributions.

This Plan includes certain provisions that limit the availability of certain Plan benefits and features for Highly Compensated Employees. These limitations are noted throughout this SPD. For reference, Highly Compensated Employees are generally those Employees who earned over the highly compensated threshold amount in the prior year (adjusted periodically by the IRS for cost of living increases). You will be informed if you are affected by limitations applicable to Highly Compensated Employees.

## **YOUR CONTRIBUTIONS TO THE PLAN**

### **Pre-Tax Contributions:**

Pre-Tax Contributions are not subject to Federal income tax and in most cases, Pre-Tax Contributions are not subject to state or local taxes.

## Roth Contributions:

A Roth Contribution is an after-tax payroll deduction. Since it is made on an after-tax basis, the portion of a distribution that is considered your Roth Contributions is not taxed. A distribution that is a “qualified distribution” results in your Roth earnings being distributed on a tax-free basis. A distribution that is a “non-qualified distribution” results in your Roth earnings being distributed on a taxable basis. See the language below for the definition of a qualified and a non-qualified distribution.

## Maximum Deferral of Elective Deferral Contributions:

You may elect to make Elective Deferral Contributions up to 75% of annual Compensation, to a maximum of \$18,500\* per calendar year for 2018.

\* Adjusted periodically for cost of living by the IRS

The maximum dollar limitation is an aggregate limit that applies to all deferrals you make to this Plan and to any other elective deferral plan, including tax sheltered annuity contracts, simplified pension plans, or other 401(k) plans. If your Elective Deferral Contributions under this Plan in combination with any plan maintained by another employer during the same calendar year exceed the dollar limitation on deferrals, you may assign all or part of the excess amount to this Plan by notifying the Plan Administrator on or before March 1st of the following calendar year. The excess amount you have assigned to this Plan plus earnings, if there are any, will be distributed to you by the next April 15th following the close of the calendar year in which the excess Elective Deferral Contributions were made.

Any excess amounts, plus any earnings, arising under this Plan (or this Plan and another plan maintained by the Employer or affiliated Employers) will automatically be distributed to you.

In addition, your Elective Deferral Contributions are subject to certain non-discrimination rules that prevent these contributions from disproportionately benefiting Highly Compensated Employees (generally those Employees who earned over the highly compensated threshold amount in the prior year, adjusted periodically by the IRS for cost of living increases). You will be notified if these tests affect your Elective Deferral Contributions.

Example of Pre-Tax Savings: Here’s a simple example of current tax savings for a person earning \$25,000 a year and saving 10% of his or her salary on a Pre-Tax basis compared with saving 10% of salary on an After-Tax basis (as though you’d saved at a local bank) or through Roth Contributions to the Plan. Note the example does not take other tax exemptions and exclusions into account (and does not take into account state or local income taxes that may apply):

|   | <u>Saving Pre-Tax<br/>Through the Plan</u> | <u>Saving After-Tax<br/>and/or Roth</u> |
|---|--|---|
| Gross Income                            | \$ 25,000                                  | \$ 25,000                               |
| Pre-Tax Contribution<br>(10%) (untaxed) | 2,500                                      | 0                                       |
| Taxable Income                          | 22,500                                     | 25,000                                  |
| Federal Tax<br>(assume 15% bracket)     | 3,375                                      | 3,750                                   |
| Saving Deposit<br>(after taxes)         | 0  | 2,500                                   |
| Spendable Income                        | 19,125                                     | 18,750                                  |

Your pay and savings advantage: \$375

## Automatic Increase of Pre-Tax Contributions:

If you elect to participate in the Automatic Increase feature of the Plan, your Pre-Tax Contributions will automatically increase in accordance with your instructions.

### **Catch-Up Contributions:**

If you are eligible to make Elective Deferral Contributions and you have or will attain age 50 by the end of the calendar year, you are allowed to defer an additional amount in excess of the otherwise applicable Plan and tax law limits on Elective Deferral Contributions. These amounts are referred to as "Catch-Up Contributions". You may contribute up to an additional \$6,000\* per calendar year in 2018 as Catch-Up Contributions.

\* Adjusted periodically for cost of living by the IRS

### **After-Tax Contributions:**

You may elect to make After-Tax Contributions up to 75% of annual Compensation.

Your After-Tax Contributions (together with any Matching Contributions) are subject to certain non-discrimination rules that prevent these contributions from disproportionately benefiting Highly Compensated Employees (generally, those Employees who earned over the highly compensated threshold amount in the prior year, adjusted periodically by the IRS for cost of living increases). You will be notified if these tests affect your After-Tax Contributions.

### **Making and Modifying Elections:**

You may discontinue Elective Deferral and After-Tax Contributions at any time, upon notice to the Plan Administrator (or their delegate). Your instructions to cease Elective Deferral and After-Tax Contributions will be implemented as soon as administratively feasible following the date your Plan Administrator (or their delegate) is notified.

To resume your Elective Deferral and After-Tax Contributions, you must provide notice to the Plan Administrator (or their delegate). Your instructions to resume Elective Deferral and After-Tax Contributions will be implemented as soon as administratively feasible following the date your Plan Administrator (or their delegate) is notified.

To increase or decrease your Elective Deferral and After-Tax Contributions, you must provide notice to the Plan Administrator (or their delegate). Your instructions to increase or decrease your Elective Deferral and After-Tax Contributions percentages will be implemented as soon as administratively feasible following the date your Plan Administrator (or their delegate) is notified.

### **Rollovers and Transfers:**

If you wish to make a rollover or a transfer of amounts from another tax qualified plan (including 403(b) Plans and 457(b) Governmental Plans), certain IRAs or eligible retirement plans sponsored by a state or its agencies or subdivisions to this Plan, you must submit a written request to the Plan Administrator, who will determine whether a rollover or transfer is acceptable.

If you are an Eligible Employee and your Employer allows, you may make such a rollover contribution to this Plan before you are eligible to participate in the Plan. Amounts attributable to rollover contributions are disregarded when determining whether the value of your Account Balance at termination of employment or retirement is \$5,000 or less for purposes of the Plan's automatic cash-out provisions.

In addition to making a rollover or a transfer of distributions from another tax-qualified plan, you may do so from the following source(s):

- employee after-tax contributions made in a direct trustee to trustee transfer
- a 403(b) plan (if the distribution is otherwise includible in your income)
- a plan maintained by a governmental employer
- certain individual retirement or annuity accounts
- a simple retirement account in which you participated for at least 2 years

- Roth distributions from a qualified plan

Prior to making a rollover or transfer, you should consult with your tax advisor.

## **YOUR EMPLOYER'S CONTRIBUTIONS TO THE PLAN**

The aggregate amount which may be allocated to your Account under this and all other Employer tax-qualified defined contribution plans in any year is limited to the lesser of \$55,000\* for 2018 or 100% of your Plan Compensation.

\* Adjusted periodically for cost of living by the IRS

### **Employer Matching Contributions:**

Your Employer may make a contribution to the Plan known as a Matching Contribution. Your Employer's Matching Contribution, if any, will be an amount up to 100% of the first 6% of your Plan Compensation contributed as Elective Deferral and After-Tax Contributions. Any remaining Matching Contribution shall be allocated to your Account based on the ratio that your Elective Deferral and After-Tax Contributions bear to the total Elective Deferral and After-Tax Contributions of all Participants.

Matching will be funded as determined by your Employer based on your Plan Compensation for the Plan Year.

The Matching Contribution formula described above will be applied as a one formula for any combination of each feature.

### **Catch-Up Contributions:**

For purposes of applying your matching contribution formula, Catch-Up Contributions are considered as part of the elective contributions.

### **Eligibility for Employer Matching Contributions:**

Any Participant who makes Elective Deferral and After-Tax Contributions and is employed on the last day of the Plan Year will be eligible to receive an allocation of any Employer Matching Contribution that is made.

Any Participant who makes Elective Deferral and After-Tax Contributions and is on a leave of absence on the last day of the Plan Year will be eligible to receive an allocation of any Employer Matching Contribution that is made.

In addition, any Participant who died, terminated employment after attaining Early or Normal Retirement Age, or became Disabled during the Plan Year will be eligible to receive an allocation of any Employer Matching Contribution that is made with respect to the Participant's Elective Deferral and After-Tax Contributions that were made during the Plan Year.

### **Profit Sharing Contributions:**

Your Employer may make a contribution to the Plan known as a Profit Sharing Contribution. Your share of your Employer's Profit Sharing Contribution, if any, will be allocated to your Account based on the ratio that your Plan Compensation bears to the total Plan Compensation of all Participants eligible for a share of this contribution.

### **Eligibility for Employer Profit Sharing Contributions:**

Any Participant who is employed on the last day of the Plan Year will be eligible to receive an allocation of any Employer Profit Sharing Contribution that is made.

Any Participant who is on a leave of absence on the last day of the Plan Year will be eligible to receive an allocation of any Employer Profit Sharing Contribution that is made.

In addition, any Participant who died, terminated employment after attaining Normal or Early Retirement Age, or became Disabled while an Employee during the Plan Year will be eligible to receive an allocation of any Employer Profit Sharing Contribution that is made.

### **Military Leave Contributions:**

If you die or suffer a Disability (as defined below) while on a leave of absence to perform qualified military service, you shall be treated as having resumed employment on the date preceding your death or Disability (as the case may be) and terminated employment on the actual date of death or Disability and shall, therefore, be eligible for the allocations you would have received had your employment continued during your period of qualified military service.

## **VESTING**

### **Vesting Defined:**

Vesting means that for each Year of Service you complete, you may become entitled to all or a portion of the amounts allocated to your Employer Contributions Account(s). For purposes of determining your vested Account Balance, all of your Years of Service, beginning on your date of hire, will be counted.

### **Year of Service for Vesting Defined:**

For the first year of your employment, Hours of Service will be counted from your date of hire to the end of that Plan Year. An "Hour of Service" is any hour you work for your Employer for which you are paid or entitled to payment by your Employer. If you are credited with 1,000 Hours of Service during the first Plan Year, you will have completed 1-year of vesting service. In subsequent years, you will be credited with a Year of Service for vesting purposes if you are credited with at least 1,000 Hours of Service during the Plan Year.

For example, if the effective date of the Plan is January 1, 2015 and you were hired on that date, you will have completed a Year of Service for vesting purposes if you complete 1,000 Hours of Service during the 2015 Plan Year. You will be credited with an additional Year of Service for vesting purposes for each subsequent Plan Year during which you complete 1,000 Hours of Service. The rules governing Years of Service and the impacts of breaks in service are summarized below.

### **Predecessor Service for Vesting:**

Service with the Predecessor Employer(s), World Wide Technology Asynchrony Labs, LLC, will be counted for vesting purposes.

### **Vesting of Elective Deferral and After-Tax Contributions:**

You are always 100% vested in your Elective Deferral and After-Tax Contributions.

**Vesting of Employer Matching Contributions:**

| <b>Years of Service</b>        | <b>Vested Percentage</b> |
|--------------------------------|--------------------------|
| Immediately upon participation | 0%                       |
| 1                              | 20%                      |
| 2                              | 40%                      |
| 3                              | 60%                      |
| 4                              | 85%                      |
| 5                              | 100%                     |

**Vesting Schedule for Profit Sharing Contributions:**

| <b>Years of Service</b>        | <b>Vested Percentage</b> |
|--------------------------------|--------------------------|
| Immediately upon participation | 0%                       |
| 1                              | 20%                      |
| 2                              | 40%                      |
| 3                              | 60%                      |
| 4                              | 85%                      |
| 5                              | 100%                     |

If this is an amended or restated plan, the vesting schedule(s) applicable to your Employer Contribution Account(s), cannot provide for slower vesting than the vesting schedule in effect prior to the amendment or restatement of this Plan.

**Full Vesting Upon Certain Events:**

Amounts allocated to your Employer Contributions Account(s) will become 100% vested if you are actively employed upon your attainment of Normal Retirement Age (as defined below), Disability (as defined below), death or upon death while on a leave of absence to perform military service.

**Early Retirement Age:**

There are no early retirement provisions in this Plan. Instead, your benefit is available to you subject to the Plan's vesting schedule, if any, upon your termination of employment for any reason.

**Forfeitures:**

If you terminate service prior to being fully vested in your Employer Matching Contributions and Profit Sharing Contributions Account(s) under the Plan, you will forfeit the amount in which you are not vested at the earlier of the date you receive a distribution of your vested Account Balance or the date you incur 5 consecutive 1-year breaks in service.

Forfeitures will be used first to reduce Employer Contributions under the Plan. Any remaining forfeitures will be used to offset Plan administration expenses. Finally, any remaining forfeitures will be allocated to Participants.

**Break in Service/Vesting:**

If the Plan allows for 100% immediate vesting, the Break in Service rules may not apply.

A Break in Service occurs in a Plan Year during which you have completed less than 501 Hours of Service for your Employer (or an Affiliate) and separate from service, except in the following circumstances:

Solely for purposes of determining whether a Break in Service has occurred in a Plan Year, if you are absent from work due to a maternity or paternity leave, you will receive credit for the Hours of Service that would have otherwise been credited to you but for that absence. In any case in which these hours cannot be determined, you will receive credit for 8 Hours of Service per day of that absence. These Hours of Service will be credited (1) in the Plan Year in which the absence begins if crediting is necessary to prevent a Break in Service in that year, or (2) in all other cases, the following Plan Year. A maternity or paternity leave of absence is one due to pregnancy, the birth or adoption of a child or the care of a child after birth or adoption.

If you are covered by qualifying military service, you will be credited with Service for your period of military service to the extent required by Federal law.

#### Reemployment After a Break in Service:

If you incur a Break in Service for a reason other than one of the circumstances outlined above, the following rules apply:

#### Vesting

If you do not incur 5 consecutive Break in Service years, you retain prior Years of Service for all vesting purposes.

If you had not made Elective Deferral Contributions or After-Tax Contributions to the Plan and you were not vested in any Employer Contributions Account(s) at the time of termination, and you incur 5 consecutive Break in Service years, your prior Years of Service will be disregarded for vesting purposes and you will be treated as a new Employee.

If you had made Elective Deferral Contributions or After-Tax Contributions to the Plan or you were partially vested in any Employer Contributions Account(s) and you incur 5 consecutive Break in Service years, you will not earn additional Years of Service for vesting purposes on your Employer Contributions Account(s) earned before commencement of the Break in Service period. However, Years of Service both before and after the Break in Service will count toward the vesting of any contributions made after your reemployment.

If you previously received a distribution upon termination of employment and you forfeited a portion of your Employer Contributions Account(s) due to that distribution, you have the option to repay the amount distributed (including amounts from your Employer Contributions Account(s) and Elective Deferral Account). After repayment, the forfeited portion of your Account Balance will be restored in full, unadjusted for any gains or losses. Repayment must occur before the earlier of when you incur 5 consecutive Break in Service years or the 5-year anniversary of your reemployment date.

#### **Restoration of Zero Cashouts; Entire Account:**

If you had not made Elective Deferral Contributions or After-Tax Contributions to the Plan and your Employer Contributions Account(s) in the Plan was previously forfeited upon termination of employment and you are reemployed before 5 consecutive Breaks in Service, the balance in your Employer Contributions Account(s) will be restored in full, unadjusted for gains and losses.

## **INVESTMENT OF CONTRIBUTIONS**

As a Participant in this Plan, you direct the investment of your Account(s). The Plan provides a menu of investment options from which you may select your investments. Your Account Balance(s) are valued and you may modify your investment elections, transfer existing Account Balance(s), and obtain information regarding your investments each business day.

You should be aware that your investment decisions will ultimately affect the retirement benefits to which you will become entitled. Your Employer and the Plan Trustee(s) cannot provide you with investment advice, nor are they obligated to reimburse any Participant for any investment loss that may occur as a result of his or her investment

decisions. There is no guarantee that any of the investment options available in this Plan will retain their value or appreciate.

The Employee Retirement Income Security Act of 1974 (ERISA) imposes certain duties on the parties who are responsible for the operation of the Plan. These parties, called fiduciaries, have a duty to invest Plan assets in a prudent manner. However, an exception exists for plans that comply with ERISA Section 404(c) and permit participants to exercise control over the investment of the assets in their accounts and choose from a broad range of investment alternatives. To the extent Participants exercise such investment control, this Plan is intended to be a Section 404(c) plan. This means that the Plan fiduciaries are relieved from liability for any losses that are the direct and necessary result of investment instructions given by Participants or Beneficiaries in this Plan.

## **BENEFITS UNDER THE PLAN**

### **In-Service Withdrawals:**

As an Active Participant in the Plan, you may submit an application to the Plan Administrator (or their delegate) to withdraw all or a portion of your vested Account Balance at any time upon or after your attainment of age 59 1/2.

For details on how to apply for an in-service withdrawal, contact the Plan Administrator (or their delegate) or call the toll free number and speak to a Participant Service Representative.

### **Other In-Service Withdrawals:**

As an Active Participant in the Plan, you may submit an application to the Plan Administrator (or their delegate) to withdraw all or a portion of your Rollover Account Balance and/or your After-Tax Contribution Account Balance at any time.

For details on how to apply for an in-service withdrawal, contact the Plan Administrator (or their delegate) or call the toll free number and speak to a Participant Service Representative.

### **Hardship Distributions:**

As an Active Participant in the Plan, you may submit a written application to the Plan Administrator (or their delegate) for a hardship distribution if you are experiencing an immediate and heavy financial need and the distribution is necessary to satisfy that need. The distribution shall be made from the vested portion of your Account(s) (other than your Qualified Nonelective Contributions Account, Qualified Matching Contributions Account, Safe Harbor Contributions, QACA Employer Contributions, or earnings accrued after December 31, 1988 on your Pre-Tax Contributions). For details on how to apply for a distribution, contact the Plan Administrator (or their delegate) or call the toll free number and speak to a Participant Service Representative.

### **Events Which Qualify for a Hardship Distribution:**

1. To obtain medical care and to cover medical expenses incurred by you, your Spouse, your primary beneficiary or your dependents;
2. For costs directly related to the purchase of a principal residence (excluding mortgage payments);
3. For the payment of tuition, room and board expenses and related educational fees for the next 12 months of post-secondary education for you, your Spouse, your primary beneficiary, your children or your dependents;
4. For the payment of amounts necessary to prevent eviction from or foreclosure on your principal residence;



5. For the payment of burial or funeral expenses for your deceased parent, your Spouse, your primary beneficiary, your children or your dependents;
6. Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code; and
7. Any other condition or event which the Commissioner of the Internal Revenue Service determines is a deemed immediate and heavy financial need.

All other forms of financial assistance (including other distributions and loans otherwise available under the Plan) must be explored and exhausted before a hardship distribution can be made.

The amount of a hardship distribution cannot exceed the amount of the need (including amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). In general, if you take a hardship distribution, all of your contributions to the Plan and any other plan sponsored by your Employer or an affiliate will be suspended for a period of 6 months following the date the distribution is taken. If your contributions are suspended you must make a new Elective Deferral and/or After-Tax Contribution election at the end of the 6-month suspension period.

### **Distributions Due to Qualified Military Service:**

If you are an Active Participant on a qualified military leave for at least 30 days, you will be eligible to receive distributions of your Elective Deferrals, Qualified Nonelective, Qualified Matching and Safe Harbor Contributions on account of severance from employment while you are on leave. Your ability to make Elective Deferral and/or After-Tax Contributions will be suspended for 6 months following the distribution. You must make a new Elective Deferral and/or After-Tax Contributions election at the end of the 6-month suspension period.

Additionally, if you are a Participant and a member of a reserve component ordered or called to active duty after September 11, 2001, you may be eligible to take a Qualified Reservist Distribution of your Elective Deferral and/or After-Tax Contribution Accounts. You must be in military service for a period of more than 179 days or for an indefinite period. This distribution is made during the period beginning on the date you are ordered or called to active duty and ends at the close of your active duty period.

### **Tax Consequences for Receiving a Distribution or Withdrawal:**

Withdrawal of your vested Account Balance may be subject to ordinary income taxes or early distribution penalties. Whenever you receive a distribution, the Plan Administrator will deliver to you a more detailed explanation of your options. However, the tax rules are very complex and you should consult with qualified tax counsel before making a choice.

### **Qualified Roth Distribution:**

For a qualified distribution from a Roth Contribution Account, the distribution must occur after one of the following:

- your attainment of age 59 ½,
- your disability, or
- your death.

In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the first day of the calendar year in which you first make a Roth Contribution to this Plan (or to another 401(k) plan, governmental 457(b) plan or 403(b) plan if such amount was directly rolled over into this Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you make your first Roth Contribution to this Plan on November 30, 2014, the required five year period will end on December 31, 2018 and a tax-free distribution may occur on or after January 1,

2019 as long as one of the events listed above has occurred. It is not necessary that you make a Roth contribution in each of the 5 years.

**Non-Qualified Roth Distribution:**

A distribution from a Roth Contributions Account would be considered a “non-qualified” distribution if you have not met the requirements listed above. The IRS also considers a deemed distribution on a defaulted loan and a corrective distribution to be non-qualified distributions.

If a distribution from your Roth Contributions Account is *not* a qualified distribution, the earnings distributed with the Roth Contributions will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 401(k) plan, governmental 457(b) plan or 403(b) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed before you reach age 59 ½.

**Loan Availability:**

You may request a loan to be taken from the Plan.

A loan allows you to borrow money from your Account(s) without incurring a taxable event. You must repay the loan with interest, on an after-tax basis, usually through payroll deduction.

For details on how to apply for a loan, any applicable restrictions under the loan program, or to find out the amount you have available to borrow from your Account(s) in the Plan, contact the Plan Administrator (or their delegate) or call the toll free number and speak to a Participant Service Representative.

**Loan Requirements:**

1. Loans are available to all Participants in the Plan on a uniform and nondiscriminatory basis.
2. Loans must bear a reasonable rate of interest.
3. The loan must be adequately secured.

**Loan Limitations:**

You may borrow any amount up to 50% of your vested Account Balance. However, your loan can be no more than \$50,000 minus your highest outstanding loan amount during the prior 12 months. The amount of the loan must be equal to or greater than the minimum amount established under the Plan’s loan policy. Contact the Plan Administrator for the minimum loan amount. The following chart represents what you may borrow, assuming no outstanding loans during the prior 12-month period:

| <u>If Your Vested Account Value Is:</u> | <u>You Can Borrow Up To:</u>       |
|---|------------------------------------|
| Less than the Plan minimum              | No loan is available               |
| Plan minimum up to \$100,000            | 50% of your vested Account Balance |
| More than \$100,000                     | \$50,000                           |

**Loan Repayments:**

Repayment of a loan must be made at least quarterly, on an after-tax basis, in level payments of principal and interest, and must be repaid within 5 years, unless the loan is taken for the purchase of a primary residence.

### **Tax Consequences of Plan Loans:**

If you fail to make loan repayments when they are due, you may be considered to have defaulted on the loan. Defaulting on a loan may be considered a distribution to you from the Plan, resulting in taxable income to you, and may ultimately reduce your benefit from the Plan.

### **Distributions After Employment Ceases:**

The Plan Administrator will not distribute your Account Balance at termination of employment or retirement until you request a distribution or meet the Required Benefit Commencement date below.

### **Distributions at Normal Retirement Age:**

Your Normal Retirement Age is age 60.

Benefit payments may begin as soon as feasible after you retire upon attaining your Normal Retirement Age, upon your request.

### **Distributions on Account of Disability:**

You will be considered to be disabled if your injury or medical condition causes you to be unable to perform your usual and customary duties for your Employer for a continuous period of at least 12 months. If you terminate employment due to Disability, you may elect to receive a distribution from the Plan once contributions to the Plan cease to be made on account of your Disability.

### **Termination of Employment; Forms of Benefit:**

Upon your termination of employment or retirement, you will be entitled to a distribution of your vested Account Balance.

Normal Form of Payment: The normal form of payment with respect to your vested Account Balance under this Plan is a single lump sum payment distribution payable in cash, although you may elect that it be paid in-kind, or part in cash and part in-kind.

If your vested Account Balance is \$5,000 or less, you will automatically receive a lump sum distribution as soon as administratively practicable following the date you terminated employment. (See Automatic Rollovers below.) If your vested Account Balance is greater than \$5,000, you (and your Spouse, if applicable) must give consent before the distribution can be made. In determining whether your Account Balance is \$5,000 or less for this purpose, any Rollover Contributions you made to the Plan are disregarded.

Optional Forms of Payment: An optional form of payment with respect to your vested Account Balance is installments payable in cash or in-kind, or part in cash and part in-kind over a period not to exceed your expected future lifetime, or the joint expected future lifetime (based on actuarial tables) of you and your Spouse.

### **Automatic Rollovers:**

If your vested Account Balance is \$5,000 or less (excluding Rollover Contributions you made to the Plan) and you do not elect to receive the distribution or roll it over to an eligible retirement plan, the Plan Administrator (or their delegate) will automatically distribute your Account Balance in the following manner:

- If the sum of your non-Roth Account Balance(s) is greater than \$1,000 and less than or equal to \$5,000, these Accounts will automatically rollover to a Merrill Lynch Individual Retirement Rollover Account ("IRRA").
- If the sum of your non-Roth Account Balance(s) is \$1,000 or less, your total non-Roth Account Balance will be distributed to you.

- If the sum of your Roth Account Balance(s) is greater than \$1,000 and less than or equal to \$5,000, these Accounts will automatically rollover to a Merrill Lynch Roth Rollover Account (“RRA”).
- If the sum of your Roth Account Balance(s) is \$1,000 or less, your total Roth Account Balance will be distributed to you.

Should your Account Balance be rolled over to a Merrill Lynch IRRA® and/or RRA®, your assets will be invested in the Merrill Lynch Retirement Asset Savings Program (“RASP”), an investment fund designed to preserve principal and provide a reasonable rate of return and liquidity. The IRRA® and/or RRA® balances shall each be subject to a custodial fee of \$35 annually until such time as you take action with regard to the IRRA® and/or RRA® accounts.

For additional information regarding the plan’s procedures, individual retirement providers and the fees and expenses associated with the IRRA® and RRA®, contact the Plan Administrator (or their delegate).

### **Rollover Distributions:**

Certain distributions from the Plan constitute “eligible rollover distributions.” Generally, an “eligible rollover distribution” consists of the amount of the distribution that you receive. However, the following distributions are not eligible rollover distributions:

- annuity distributions or installments to be made over a period of 10 years or more;
- required minimum distributions after you attain age 70 1/2;
- hardship distributions;
- a required refund or corrective distribution from the Plan; and
- defaulted loan balances

An eligible rollover distribution may be rolled over directly from the Trustees of this Plan to the trustee or custodian of an eligible retirement plan, if the plan accepts such rollovers. For this purpose, an “eligible retirement plan” includes a plan qualified under section 401(a) of the Internal Revenue Code, including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan; a section 403(a) annuity plan; a section 403(b) tax-sheltered annuity; certain individual retirement or annuity accounts (including Roth IRAs); and an eligible 457(b) plan maintained by a governmental employer (governmental 457 plan). After-Tax or Roth Contributions may only be directly rolled over to an eligible retirement plan if the eligible retirement plan agrees to separately account for such funds. An eligible rollover distribution of Roth Contributions from a 401(k) plan to an IRA must be rolled over into a Roth IRA or another Roth 401(k) (or other) plan that accepts such rollover contributions.

Similar rollover rules apply to distributions made to Surviving Spouses and alternate payees under qualified domestic relations orders. Non-spousal Beneficiaries may roll over amounts, but only to an Inherited IRA or an Inherited Roth IRA as defined by the IRS.

The Plan Administrator will notify you if any amount to be distributed to you is an eligible rollover distribution and will provide you with more detailed rollover tax information at the time of your distribution. Special tax withholding rules apply to any portion of the eligible rollover distribution that is not rolled over directly to an eligible retirement plan.

### **Required Benefit Commencement:**

You must begin to receive your benefit no later than the April 1st following the close of the calendar year in which you attain age 70½ or terminate employment, whichever is later. If you are a 5% owner, however, you must begin to receive your benefit no later than the April 1st following the close of the calendar year Plan Year in which you attain age 70½, even if you have not terminated employment.

### **Tax Consequences of Receiving a Distribution:**

Distribution of your vested Account Balance may be subject to ordinary income taxes or early distribution penalties. Here are some general guidelines:

- If the distribution is an “eligible rollover distribution,” your Plan Administrator is required to withhold 20% of the distribution and send it to the IRS as income tax withholding to be credited against your taxes.
- Your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59½, you may also have to pay an additional 10% tax.
- After you receive the distribution, if you want to roll over 100% of the payment to an IRA or to your new employer’s plan, you must find other money to replace the money that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over.

Please consult your tax advisor prior to taking any distribution.

### **Death Benefits/Naming a Beneficiary:**

Your named Beneficiary (Beneficiaries) will be entitled to receive your Account Balance on account of your death.

If you are married, your Spouse is automatically your Beneficiary (notwithstanding any Beneficiary designation form on file with the Plan Administrator (or their delegate) unless any of the following occur:

- You have properly elected otherwise in writing (with the consent of your Spouse);
- You establish to the satisfaction of the Plan Administrator (or their delegate) that you have no Spouse or your Spouse cannot be located; or
- You establish to the satisfaction of the Plan Administrator (or their delegate) that you are divorced or legally separated from your Spouse or you have been abandoned by your Spouse and you have a court order to that effect (unless a qualified domestic relations order provides otherwise).

If you want to designate a Beneficiary or change a prior Beneficiary designation, you must do so on a form provided by the Plan Administrator (or their delegate). You may revoke or change this designation at any time by filing written notice with the Plan Administrator (or their delegate), however, if you are then married, your Spouse must consent, in writing, to any alternate Beneficiary. A notary public or Plan representative must witness your Spouse’s consent.

If your Spouse provides consent to the naming of another Beneficiary, or if spousal consent is not required (as explained above), then your death benefit will be paid to the Beneficiary of your own choosing in one of the methods described below.

If for some reason you do not properly name a Beneficiary, any death benefits due will be paid first to your Spouse and, if there is no Surviving Spouse, to your estate. If you do not specify a manner of payment, any death benefits due will be paid in a lump sum. Since the manner in which death benefits are paid may have important income and estate tax consequences, you should consult with legal counsel to determine which method is more suitable for you.

It is important that you notify the Plan Administrator (or their delegate) of any change in your marital status or change in your Beneficiary designation.

### **Distributions Upon Death:**

If the value of your Account is \$5,000 or less, excluding Rollover Contributions, death benefits may be distributed to your Beneficiary without requiring your Beneficiary’s consent as soon as administratively practicable following your death.

If the value of your Account exceeds \$5,000, excluding Rollover Contributions, and if death occurs before retirement benefits begin, your Beneficiary may choose to defer payment or to receive payment based on the following general guidelines:

- Payment may be made in the form of a life annuity for Beneficiaries of Participants who transferred money from a prior plan (e.g. they have a Money Purchase Contributions Account) where this option was available under the prior plan.
- Payment may be made in the form of a lump sum payable in cash or in-kind or part in cash and part in-kind.
- Payment may be made in installments payable in cash or in-kind, or part in cash and part in-kind generally over a period not to exceed your Beneficiary's expected future lifetime.
- If your Beneficiary is not your Surviving Spouse, installment or annuity payments must commence by the December 31st following the year of your death; or if not, the entire sum must be distributed no later than the last day of the 5th anniversary of your death.
- If your Beneficiary is your Surviving Spouse, the payment requirements noted above may be postponed until the later of December 31st of the calendar year in which you died or December 31st of the year in which you would have attained age 70 1/2.

#### **Disclaimers:**

Your Beneficiary may disclaim (or waive) all or any part of the death benefit by filing a written disclaimer with the Plan Administrator. A disclaimer must be irrevocable, must be notarized or witnessed to the Plan Administrator's satisfaction, and must comply with the requirements of the Internal Revenue Code for qualified disclaimers (including a requirement that the disclaimer be made within 9 months of your death). If a disclaimer is made, your Account will be distributed to the person designated by the Participant to receive benefits in the event of a disclaimer or, in the absence of a designation, as if the disclaiming person had predeceased the Participant.

If death occurs after retirement benefits begin, but before your entire retirement benefit has been paid, the remaining portion of your retirement benefit will continue in the same form and for the same period as you originally elected, unless your Beneficiary elects a lump sum distribution of the remaining amount (and such an election is otherwise allowed under the form of distribution). In any case, payments will continue to be made at least as rapidly as such payments were being made prior to your death.

If you fail to designate an alternate Beneficiary, or your alternate Beneficiary does not survive you, the benefit payable from this Plan as a result of your death will be payable to your Surviving Spouse. If you have no Surviving Spouse, the death benefit will be paid to your estate.

#### **Top-Heavy Defined:**

The Plan becomes Top-Heavy when 60% or more of the Plan's assets are allocated to Key Employees. Key Employees are certain owners or officers of your Employer. If the Plan becomes Top-Heavy, certain rules apply.

### **Top-Heavy Rules:**

A minimum contribution may be required to those Participants who are not Key Employees and who are employed on the last day of the Plan Year. This contribution is the lesser of:

- 3% of Compensation; or
- the largest percentage of Compensation contributed by the Employer on behalf of Key Employees; or
- If you are a Participant in more than 1 plan maintained by your Employer, you may not be entitled to minimum benefits in more than 1 plan.

### **Vesting Schedule for Top-Heavy:**

If the Plan is Top-Heavy, the following vesting schedule will apply to Employer Contributions unless the vesting schedule already in effect is more favorable based on your Years of Service.

| <b>Years of Service</b>        | <b>Vested Percentage</b> |
|--------------------------------|--------------------------|
| Immediately upon participation | 0%                       |
| 1                              | 0%                       |
| 2                              | 20%                      |
| 3                              | 40%                      |
| 4                              | 60%                      |
| 5                              | 80%                      |
| 6                              | 100%                     |

### **Qualified Domestic Relations Orders:**

As a general rule, your Account Balance may not be assigned. This means that your Account(s) cannot be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your Account(s).

An exception to this general rule is a "qualified domestic relations order" or QDRO. A QDRO is a court order that can require the Plan Administrator to pay a portion of your Account Balance to your former Spouse, child or other dependent.

You may request to receive a copy of the Plan's procedures governing QDRO's from the Plan Administrator free of charge.

### **Payment of Expenses:**

All Plan expenses, including without limitation, expenses and fees (including fees for legal services rendered and fees to the Trustee) of the Sponsor, Administrator, Investment Manager, Trustee, and any insurance company, shall be charged against and withdrawn from the Trust Fund; provided, however, your Employer may pay any of such expenses. Such expenses and fees may be charged against your Account. The payment of certain expenses or fees may be a condition to the receipt of your benefits under the Plan. More information about expenses and fees can be found in the annual participant fee disclosure provided to you by the Plan Administrator (or their delegate).

### **Plan Amendment or Termination:**

Your Employer reserves the right to amend the Plan at any time. However, no amendment can deprive you of any vested accrued benefits.

Your Employer also reserves the right to terminate the Plan. If the Plan is terminated, or there is a complete discontinuance of all contributions to the Plan, affected Participants will become 100% vested in their total Account Balance under the Plan.

If the Plan undergoes a “partial termination” as defined in Federal law, affected Participants will become 100% vested in their total Account Balance under the Plan.

## **STATEMENT OF ERISA RIGHTS**

As a Participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all Plan Participants shall be entitled to:

### **Receive Information About Your Plan and Benefits:**

Examine without charge, at the Plan Administrator’s office and at other specified locations such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a vested benefit at Normal Retirement Age or earlier and if so what your benefits would be if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries:**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your union or any other person, may fire you or otherwise discriminate against you in any way solely in order to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights:**

If your claim for a pension benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied, or ignored, in whole or in part, you may file in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a



Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions:**

If you have any questions about your Plan, you should contact the Plan Administrator (or their delegate). If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **CLAIMS PROCEDURES**

### **Benefit Claims Other Than on Account of Disability:**

When you make a claim for benefits, you must notify the Plan Administrator or call the toll free number and speak to a Participant Service Representative. Your Employer can provide you with the toll free number or a copy of the form that must be completed in order to process your claim for benefits.

If, after your claim for benefits is processed, you have questions or disagree with the calculation of your benefit, you must notify the Plan Administrator in writing. The Plan Administrator will, within 90 days (or within 180 days if special circumstances exist) notify you in writing of its decision. If your claim for a Plan benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. That notification will include:

1. How your benefit was calculated;
2. The specific reason that your claim is denied (in whole or in part) if it is denied;
3. Specific references to Plan provisions on which the denial is based;
4. A description of any additional material or information necessary for you to perfect your claim and an explanation of why such information is necessary; and
5. An explanation of the Plan's claim review procedure.

Within 60 days after you receive notice of the denial of part or your entire claim for benefits, you may file a written appeal with the Plan Administrator. You may seek representation by an attorney or other representation of your choosing. You may submit written and oral evidence and arguments in support of your claim. You may review all relevant documents. The Plan Administrator generally makes a final decision within 60 days of your appeal. The Plan Administrator's decision will include the specific reasons for its decision and specific references to Plan provisions on which the decision is based.

### **Disability Benefits:**

If a claim for benefits is based on a determination of your Disability by the Plan Administrator, your claim for Disability-based benefits will be processed within 45 days of receipt unless your application is incomplete. The Plan Administrator will notify you or your representative within the initial 45-day period if your application is incomplete.

If the Plan Administrator needs additional information, the initial 45-day period will be suspended. When the information is received, the Plan Administrator has the remainder of the 45-day period to process the application.

In unusual circumstances, the Plan Administrator may extend the initial 45-day period to process your application by up to 2 30-day extensions. If it does so, you will be notified in writing of the first extension before the end of the first 45-day period. You will be notified of the second extension before the end of the first 30-day extension period. If the Plan Administrator is waiting for information from you during a 30-day extension, the period during which it must wait is not counted toward the 30 days.

If your initial application for Disability-based benefits is denied in whole or in part, the Plan Administrator will provide you with a written explanation of the denial and your rights to have the denial appealed. The explanation also will describe any other information or material that you can provide that on appeal may result in a reversal of the denial.

You may then submit a written request for reconsideration of your claim within 180 days after the denial. Any such request should be accompanied by documents or records that support your appeal and should be sent to the Plan Administrator at the address shown in the "General Information About the Plan" section of this SPD.

The Plan Administrator will consult with vocational and medical experts in deciding your appeal for technical advice and opinions on claim appeals when appropriate.

The Plan Administrator will make a final claim determination within 45 days of its receipt of your request for an appeal of the initial denial. If the Plan Administrator needs additional information to process the appeal, it will notify you or your representative and request the information. While the Plan Administrator waits for the information, the 45-day period will be suspended.

When the information is received, the Plan Administrator has the remainder of the original 45-day period to process the appeal. In special circumstances, the Plan Administrator may extend the original 45-day period. You will be notified in writing of the extension before the end of the original 45-day period. The period for processing the appeal may not exceed 90 days (not including the time the Plan Administrator waits for information it requests from you).

You have the right to request copies of the rules, guidelines or other information the Plan Administrator relies on in making its final decision. If you receive a denial letter, it will explain those rights. You also have certain rights under ERISA if you receive a final denial on appeal. The rights are explained in the "Statement of ERISA Rights" section of this SPD.

## **PENSION BENEFIT GUARANTY CORPORATION**

The type of Plan your Employer has adopted is a defined contribution plan. Therefore, the Plan is not subject to or insured by the Pension Benefit Guaranty Corporation (PBGC).