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# **SUMMARY PLAN DESCRIPTION**

**The Smithers Group**

**401(k) Retirement Savings Plan**

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This information is not intended to be a substitute for specific individualized tax, legal, or investment planning advice. Where specific advice is necessary or appropriate, you should consult with a qualified tax advisor, CPA, Financial Planner or Investment Manager

**Prepared March 2016**

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## Introduction

### Type of Plan

Effective January 1, 2015, The Smithers Group, Inc. amended its 401(k) plan. The plan is named The Smithers Group 401(k) Retirement Savings Plan, but it will be referred to in this summary as the *Plan*. The Plan contains a cash or deferred arrangement, and once you're eligible to participate, you can contribute to the Plan on a tax deferred basis by payroll deductions.

### Plan Sponsor

The Smithers Group, Inc. is the sponsor of the Plan, and will sometimes be referred to in this summary as the "Sponsoring Employer," the "Employer," "we," "us" or "our". Our address is 121 S. Main Street, Suite #300, Akron, OH 44308; our telephone number is (330) 762-7441; and our employer identification number is 03-0390026.

### Additional Adopting Employers

Smithers Rapra Inc. (fka Smithers Scientific Services); Smithers Quality Assessments, Inc.; Smithers Viscient LLC (fka Springborn Smithers Laboratories, LLC); Smithers Pharma Services LLC (fka Synomics Pharmaceutical Services, LLC); Smithers Information LLC (fka Pira Information LLC); Pira Testing LLC; Smithers Avanza Bioanalytical Services LLC (fka Avanza Pharmaceutical Services, LLC); and Smithers Avanza Toxicology Services LLC (fka Avanza Developmental Services LLC) have also adopted this Plan as Adopting Employers for the benefit of any of their employees who are eligible to participate. Any reference to the Employer in this summary will generally also be a reference to any Adopting Employer.

### Purpose of This Summary

This booklet is called a Summary Plan Description (the "SPD") and it is meant to describe highlights of the Plan in understandable language. It is not, however, meant to be a complete description of the Plan, nor is it meant to interpret, extend or change the provisions of the Plan in any way. If there is a conflict between this SPD and the Plan, the provisions of the Plan control your right to benefits. A copy of the Plan and related documents are on file with the Plan Administrator and you can read them at any reasonable time. Also, no provision of the Plan or this SPD is intended to give you the right to continued employment or to prohibit changes in the terms or conditions of your employment. If you have any questions that are not addressed in this SPD, you can contact the Plan Administrator (who is described in the next section) during normal business hours.

### Who to Contact for Account Questions<sup>1</sup>

Schwab Retirement Plan Services, Inc. is the plan recordkeeper. Participant Services Representatives are available at **(800) 724-7526** Monday through Friday, 7:00 a.m. – 11:00 p.m. ET if you have questions about your account or want to know more about saving.

### Account Access

You can check balances, request investment information, choose investments, change how much you save, and more at **(800) 724-7526** or [www.workplace.schwab.com](http://www.workplace.schwab.com).

## Plan Administration

### Plan Trustee<sup>2</sup>

The Plan is administered under a written plan and trust agreement, with Charles Schwab Bank as the trustee. The trustee can be contacted at 211 Main Street, 14th Floor, San Francisco, CA 94105.

### Plan Administrator

All matters that concern the operation of the Plan are the responsibility of the Administrator. The Administrator is The Smithers Group, Inc., whose address is 121 S. Main Street, Suite #300, Akron, OH 44308, and whose telephone number is (330) 762-7441. The Administrator has the power and discretionary authority to interpret the terms of

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<sup>1</sup> Schwab Retirement Plan Services, Inc. provides recordkeeping and related services with respect to retirement plans and has provided this communication to you as part of the recordkeeping services it provides to the Plan.

<sup>2</sup> Trust, custody, and deposit products and services are available through Charles Schwab Bank.

the Plan based on the Plan document and existing laws and regulations, as well as the power to determine all questions that arise under the Plan. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited service, Disability, and retirement, or to interpret any other term contained in the Plan and related documents. The Plan Administrator's interpretations and determinations are binding on all Participants, employees, former employees, and their beneficiaries.

#### **Plan Number**

For identification purposes, we have assigned number 005 to the Plan.

#### **Plan Year**

The Plan Year is the 12-month accounting year of the Plan, and it begins each January 1st and ends the following December 31st.

#### **Service of Legal Process**

If you have to bring legal action against the Plan for any reason, legal process can be served on the Plan Administrator at The Smithers Group, Inc., 121 S. Main Street, Suite #300, Akron, OH 44308. You must exhaust the Plan's claims procedure (see the Section titled *Claims Procedure*) before you can bring legal action against the Plan.

### **Service Crediting**

Your Service refers to the portion of your employment with us or with an Adopting Employer that is used to determine your eligibility to participate in the Plan, to determine the Vested Interest in your Account, and to determine whether you are entitled to a contribution allocation for an Allocation Period. The way your Service is determined is described in more detail below.

#### **Hour of Service**

You are credited with an Hour of Service for each hour that you have a right to be paid by us for the performance of your duties. This includes the actual number of hours that you work and hours for which you are paid but are not at work, such as paid vacation, paid holidays, or paid sick leave.

#### **Year of Eligibility Service**

A Year of Eligibility Service is a period of time used to determine your eligibility to participate in one or more parts of the Plan. You will be credited with a Year of Eligibility Service for each 1-year Period of Service.

#### **Break in Eligibility Service**

You will incur a Break in Eligibility Service if you are not credited with at least one Hour of Service during any 1-year Period of Service. However, in certain circumstances, such as taking time off to give birth to a child or to adopt a child, or taking time off to care for a child following the birth or adoption, you will be credited with 501 Hours of Service even though you did not actually work 501 hours in order to prevent you from incurring a Break in Eligibility Service (but this type of special credit will not be used to determine your Years of Vesting Service or to determine your entitlement to a contribution for any Allocation Period).

#### **Year of Vesting Service**

A Year of Vesting Service is a period of time used to determine your Vested Interest in one or more of your Accounts. You will be credited with a Year of Vesting Service for each 1-year Period of Service.

#### **Break in Vesting Service**

You will incur a Break in Vesting Service if you are not credited with at least one Hour of Service during any 1-year Period of Service.

#### **Period of Service**

A Period of Service, in general, is a period of time that begins on your date of hire and ends on the date you terminate employment or incur a Break in Eligibility Service or a Break in Vesting Service. The rules for determining your Period of Service are more complex than the explanation described in this section, especially the rules that

apply if you terminate employment and are then rehired. For more information, you can check with the Administrator.

## 401(k) Contributions

### How the Contribution Is Determined

Once you become a Participant, you can begin making 401(k) Contributions. 401(k) Contributions are amounts that you elect to contribute to the Plan through payroll withholding, and they are made on a pre-tax basis (that is, they are deducted from your Compensation free of current income taxes but are fully taxable when they are subsequently distributed from the Plan) or on an after-tax basis (that is, as Roth 401(k) Contributions, which are deducted from your Compensation on an after-tax basis but may be distributed on a tax-free basis if certain requirements are met). You can designate up to 100% of your 401(k) Contributions as Roth 401(k) Contributions.

Your 401(k) Contributions for any calendar year can't exceed 100% of your Compensation (20% if you are a Highly Compensated Employee), or if less, the dollar limit on 401(k) Contributions announced annually by the IRS (which is \$18,000 for the 2016 calendar year). 401(k) Contributions are allocated to your 401(k) Contributions Account. In addition, for any calendar year in which you are age 50 or older, you can also make additional "catch-up" 401(k) Contributions in excess of the annual dollar limit on 401(k) Contributions described above. The catch-up contribution limit is also announced annually by the IRS (and is \$6,000 for the 2016 calendar year).

### How You Become a Participant

To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the age requirement and the service requirement (and all Service with us; with any Adopting Employer; and with Noveon Inc. prior to December 1, 2001; Springborn Smithers Laboratories prior to December 27, 2004; Tritech Laboratories, L.L.C. prior to August 29, 2003; Pira International prior to December 1, 2010; Intertech Pira prior to December 1, 2010; and AVANZA Laboratories, LLC prior to December 29, 2012, will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Leased Employees; and (c) employees of Smithers Tire & Automotive Testing, Inc., Smithers Greenville Test Center, Inc., Smithers Tire & Automotive Testing of Texas, Inc., and Sectra Training Services, LLC.
- **Age Requirement.** You must be at least 21 years of age.
- **Service Requirement.** You must be credited with at least a 1-month Period of Service.
- **Entry Date.** You will enter this part of the Plan as a Participant on the first day of the month that coincides with or follows the date that you satisfy both the age and service requirements described above.

### Salary Deferral Agreements

Unless you are subject to automatic enrollment, you must file a Salary Deferral Agreement with the Administrator before you can begin making 401(k) Contributions to the Plan. Your Salary Deferral Agreement is where you indicate the amount that you want us to withhold from your Compensation and contribute to the Plan on your behalf. This is also where you indicate if you want all or any part of the amount withheld to be treated as a Roth 401(k) Contribution. You can elect to contribute a percentage of your Compensation as your 401(k) Contribution.

After your initial election, you can change your Salary Deferral Agreement by filing a new agreement with the Administrator at any time. If your employment terminates, your Salary Deferral Agreement will expire.

You can also cancel your Salary Deferral agreement at any time by giving written notice to the Administrator. Your cancellation will be implemented as soon as administratively possible after your notice is received. If you do cancel your agreement, you will not be permitted to make a new election until the first available date that you would otherwise be entitled to change an existing agreement as described in the preceding paragraph.

The Administrator from time to time may establish additional administrative procedures (or change existing procedures) concerning deferral elections, in which case you will be appropriately notified. The Administrator can also temporarily suspend your deferral agreement if you reach the maximum deferral amount that is permitted by law or by the Plan, or if the Administrator believes the Plan may fail certain required non-discrimination tests. You will be notified if your deferral agreement is temporarily suspended.

### **Roth 401(k) Contributions**

There are two different types of 401(k) Contributions permitted under the Plan – pre-tax 401(k) contributions and Roth 401(k) Contributions. You may make either or both types of 401(k) Contributions during a year, provided the total amount of your combined pre-tax 401(k) Contributions and Roth 401(k) Contributions does not exceed any plan imposed limitation (e.g., a specified percentage of compensation) or the IRS maximum deferral limit for that year.

Generally, pre-tax 401(k) Contributions are deducted from your paycheck each pay period before Federal and most state income taxes have been calculated. That means pre-tax 401(k) Contributions lower your current taxable income. You do not pay taxes on pre-tax 401(k) contributions until you receive them as a distribution when you retire or terminate employment.

In contrast, Roth 401(k) Contributions are deducted from your paycheck after income taxes have been calculated. However, you will not pay additional taxes on Roth 401(k) Contributions, or the investment earnings on Roth 401(k) Contributions, when they are distributed from the Plan provided that you meet certain criteria (see Tax Withholding on Distributions).

Unless specifically stated otherwise, Roth 401(k) Contributions are treated just like pre-tax 401(k) Contributions for all plan purposes. As such, any reference in this Summary Plan Description to “401(k) Contributions” or “elective deferrals” shall mean both your pre-tax 401(k) Contributions and Roth 401(k) Contributions.

### **Automatic Enrollment**

The Plan provides for automatic enrollment with respect to certain "covered" Participants. This means that, if you are a covered Participant, we will automatically withhold 4% of your Compensation (the "automatic contribution percentage") as a 401(k) Contribution unless you elect to withhold a different percentage of Compensation or not to withhold at all. Your initial automatic contribution percentage will be increased by 1% on the first day of each subsequent Plan Year until it equals 10% of your Compensation. You are a covered Participant if you: (a) became eligible to make 401(k) Contributions on or after January 1, 2015; (b) your elective deferral percentage was below 4% or you had not returned a Salary Deferral Agreement electing a deferral percentage above 4% by November 1, 2012; or (c) you were rehired on or after January 1, 2015.

You will be given a notice before you become a covered Participant that describes (1) the amount of the Automatic Contribution Percentage to be withheld from your Compensation in the absence of your election to the contrary; (2) your right to elect to have no 401(k) Contributions made on your behalf or to have a different amount of 401(k) Contributions made; and (3) how 401(k) Contributions withheld by automatic enrollment will be invested in the absence of your investment instructions. You will have a reasonable period of time after receiving the notice to elect not to participate or to make a different level of contribution. As long as you remain a covered Participant, you will receive a new notice that contains the information described above before the beginning of each subsequent Plan Year.

*Please note that this is only a general description of the automatic enrollment feature of the Plan. A more detailed description is contained in the automatic enrollment notice, to which you should refer for more information.*

### **How Your Compensation Is Determined**

In general, you can make 401(k) Contributions from all of the compensation that is paid or made available to you during the Plan Year, excluding any compensation received (a) while you are a member of an ineligible class of Employees with respect to this part of the Plan and (b) prior to the date you become a Participant with respect to this part of the Plan.

### **How Your Vested Interest Is Determined**

Your Vested Interest in your 401(k) Contribution Account is 100% at all times.

## **Matching Contributions**

### **How the Contribution Is Determined**

We will make a Matching Contribution to the Plan (either annually or on a more frequent basis) for each eligible Participant equal to 75% of the Participant's 401(k) Contributions that do not exceed 4% of Compensation. Matching Contributions will also be made with respect to any "catch-up contributions" made to the Plan, subject to any limitations on such contributions as described in the preceding sentence.

### **How You Become a Participant**

To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the age requirement and the service requirement (and all service with us; with any Adopting Employer; and with Noveon Inc. prior to December 1, 2001; Springborn Smithers Laboratories prior to December 27, 2004; Trittech Laboratories, L.L.C. prior to August 29, 2003.; Pira International prior to December 1, 2010; Intertech Pira prior to December 1, 2010; and AVANZA Laboratories, LLC prior to December 29, 2012, will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Leased Employees; and (c) employees of Smithers Tire & Automotive Testing, Inc., Smithers Greenville Test Center, Inc., Smithers Tire & Automotive Testing of Texas, Inc., and Sectra Training Services, LLC.
- **Age Requirement.** You must be at least 21 years of age.
- **Service Requirement.** You must be credited with at least a 1-month Period of Service.
- **Entry Date.** You will enter this part of the Plan as a Participant on the first day of the month that coincides with or follows the date that you satisfy both the age and service requirements described above.

### **How You Qualify for a Contribution Allocation**

Once you become a Participant in this part of the Plan, you are eligible for a Matching Contribution for any Allocation Period in which we make one if you satisfy the requirements (if any) described below for that Allocation Period. Matching Contributions are allocated to your Matching Contribution Account.

- **Active Participants.** If you are still employed by us on the last day of an Allocation Period, you will be eligible to receive an allocation regardless of the length of your service during the Allocation Period.
- **Terminated Participants.** If you terminate employment for any reason before the last day of an Allocation Period, you will be eligible to receive an allocation for that Allocation Period.

### **How Your Compensation Is Determined**

In general, the amount of any Matching Contributions made on your behalf is based on all of the compensation that is paid or made available to you during the Allocation Period, excluding any compensation received (a) while you are a member of an ineligible class of Employees with respect to this part of the Plan and (b) prior to the date you become a Participant with respect to this part of the Plan. However, no contributions will be made with respect to Compensation in excess of the annual dollar limit on Compensation, which is announced annually by the IRS and is currently \$265,000 for 2016.



**How Your Vested Interest Is Determined**

Your Vested Interest in your Matching Contribution Account is determined by the schedule following this paragraph, based on your Years of Vesting Service (including Service with us, with any Adopting Employer, and with Noveon Inc. prior to December 1, 2001; Springborn Smithers Laboratories prior to December 27, 2004; Tritech Laboratories, L.L.C. prior to August 29, 2003; Pira International prior to December 1, 2010; Intertech Pira prior to December 1, 2010; and AVANZA Laboratories, LLC prior to December 29, 2012.). Any part of this account which is not Vested will be forfeited when you receive a distribution (or after you incur 5 consecutive Breaks in Service, if earlier).

1 Year of Vesting Service .....	0% Vested
2 Years of Vesting Service .....	0% Vested
3 Years of Vesting Service .....	100% Vested

If you were an employee of The Smithers Group, Smithers Scientific Services, Inc. and Smithers Quality Assessments, Inc. hired prior to January 1, 2010, you will continue to be 100% vested in your Matching Contributions.

Also, if you were an employee of Drive Test, LLC on May 30, 2008, you will be 100% vested in your Matching Contributions.

**Profit Sharing Contributions**

**How the Contribution Is Determined**

We may also make Profit Sharing Contributions to the Plan. Making these contributions is totally discretionary on our part, as is the amount should we decide to make them.

**How You Become a Participant**

To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the age requirement and the service requirement (and all service with us; with any Adopting Employer; and with Service with Noveon Inc. prior to December 1, 2001; Springborn Smithers Laboratories prior to December 27, 2004; Tritech Laboratories, L.L.C. prior to August 29, 2003; Pira International prior to December 1, 2010; Intertech Pira prior to December 1, 2010; and AVANZA Laboratories, LLC prior to December 29, 2012 will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; and (b) Leased Employees.
- **Age Requirement.** You must be at least 21 years of age.
- **Service Requirement.** You must be credited with at least 1 Year of Eligibility Service.
- **Entry Date.** You will enter this part of the Plan as a Participant on the January 1st or July 1st that coincides with or follows the date that you satisfy both the age and the service requirements described above.

**How You Qualify For a Contribution Allocation**

Once you become a Participant in this part of the Plan, you are eligible for a Profit Sharing Contribution for any Allocation Period in which we make one if you satisfy the requirements (if any) described below for that Allocation Period. Profit Sharing Contributions are allocated to your Profit Sharing Contribution Account.

- **Active Participants.** If you are still employed by us on the last day of an Allocation Period (and you are still an Eligible Employee on the last day of the Allocation Period), you will be eligible to receive an allocation if you are credited with at least 1,000 Hours of Service during the Allocation Period.

- **Terminated Participants.** If you terminate employment before the last day of an Allocation Period because of your retirement on or after Normal Retirement Age, or because of your death or Disability, and you are still an Eligible Employee on the day you terminate, you will be eligible to receive an allocation regardless of your service during the Allocation Period. If you terminate employment before the last day of an Allocation Period for any other reason, you will not be eligible to receive an allocation for that Allocation Period.

### **How the Contribution Is Allocated**

Profit Sharing Contributions are allocated in the following manner:

For any Plan Year in which the Plan is not top heavy (as explained in *Top Heavy Requirements*), Profit Sharing Contributions will be allocated by the following two-step process:

- **Step 1.** First, an amount will be allocated to your Account equal to the sum of the maximum integration percentage of 5.7% of your Excess Compensation (if any), plus 5.7% of your Compensation; but in order to satisfy certain IRS requirements, this allocation may be less than the maximum integration percentage depending on the amount of our contribution for the year.
- **Step 2.** The balance of the contribution will be allocated to your Account in the ratio that your Compensation bears to the total Compensation of all eligible Participants. This means the amount allocated under this Step 2 to each eligible Participant's Account will, as a percentage of Compensation, be the same.

For any Plan Year in which the Plan is top heavy (as explained in *Top Heavy Requirements*), Profit Sharing Contributions will be allocated by the following four-step process:

- **Step 1.** First, an amount will be allocated to your Account in the ratio that your Compensation bears to the total Compensation of all Eligible Participants, but the maximum amount of this allocation will not exceed 3% of your Compensation.
- **Step 2.** Second, an amount will be allocated to your Account in the ratio that your Excess Compensation bears to the total Excess Compensation of all Eligible Participants, up to a maximum allocation of 3% of your Excess Compensation.
- **Step 3.** Third, an amount will be allocated to your Account in the ratio that your Compensation and Excess Compensation bears to the total Compensation and Excess Compensation of all Eligible Participants, up to a maximum amount allocation of 5.7% of your Compensation plus Excess Compensation.
- **Step 4.** The balance of the contribution will be allocated to your Account in the ratio that your Compensation bears to the total Compensation of all eligible Participants. This means the amount allocated under this Step 4 to each eligible Participant's Account will, as a percentage of Compensation, be the same.

### **How Your Compensation Is Determined**

In general, the amount of any Profit Sharing Contributions made on your behalf is based on all of the compensation that is paid or made available to you during the Allocation Period, excluding any compensation received (a) while you are a member of an ineligible class of Employees with respect to this part of the Plan and (b) prior to the date you become a Participant with respect to this part of the Plan. However, no contributions will be made with respect to Compensation in excess of the annual dollar limit on Compensation, which is announced annually by the IRS and is currently \$265,000 for 2016.

In addition, in applying the contribution allocation formula described above, your Excess Compensation is the portion of your Compensation that exceeds the Taxable Wage Base. The Taxable Wage Base is the maximum amount of Compensation which is subject to Social Security withholding based on the Social Security withholding table in effect on the first day of the Plan Year. The taxable wage base is announced annually by the Social Security Administration and is currently \$118,500 for 2016.

**How Your Vested Interest Is Determined**

Your Vested Interest in your Profit Sharing Contribution Account is determined by the schedule following this paragraph, based on your Years of Vesting Service (including Service with us; with any Adopting Employer; and with Noveon Inc. prior to December 1, 2001; Springborn Smithers Laboratories prior to December 27, 2004; Tritech Laboratories, L.L.C. prior to August 29, 2003; Pira International prior to December 1, 2010; Intertech Pira prior to December 1, 2010; and AVANZA Laboratories, LLC prior to December 29, 2012). Any part of this account which is not Vested will be forfeited when you receive a distribution (or after you incur 5 consecutive Breaks in Service, if earlier).

1 Year of Vesting Service .....	0% Vested
2 Years of Vesting Service .....	0% Vested
3 Years of Vesting Service .....	100% Vested

If you were an employee of Springborn Smithers Laboratories or Synomics Pharmaceutical Services, LLC for pre-2007 Plan Years, your Profit Sharing Contributions are subject to the 3-year cliff vesting schedule set forth above.

However, Profit Sharing Contributions made for Plan Years prior to 1/1/2007 are subject to the following vesting schedule:

1-Year of Vesting Service .....	0% Vested
2-Years of Vesting Service .....	0% Vested
3-Years of Vesting Service .....	0% Vested
4-Years of Vesting Service .....	0% Vested
5-Years of Vesting Service .....	100% Vested

Also, if you were an employee of Drive Test, LLC on May 30, 2008, you will be 100% vested in your Profit Sharing Contributions.

**Top Heavy Requirements**

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered "top heavy." The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are Key Employees. However, the Plan automatically satisfies this requirement in any Plan Year for which we make a contribution on your behalf to any other qualified retirement plan that we sponsor. If the Plan is not exempt, then for each Plan Year in which the Plan is considered top heavy and in which you are a non-Key Employee who is employed by us on the last day of the Plan Year, you will receive a minimum allocation equal to the lesser of 3% of your Compensation or the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are key employees.

**Maximum Allocation Limitations**

The amount of contributions and forfeitures that can be allocated to your Account for any Plan Year is limited by law to the lesser of 100% of your Compensation or the annual dollar limit (which is announced annually by the IRS and is currently \$53,000 for 2016). However, this dollar limit does not apply to the amount of earnings that can be allocated to your Account, to the amount of any Rollover Contributions you can make to the Plan, or to any other funds transferred to this Plan on your behalf from another qualified plan.

## Rollover Contributions

If you participated in another retirement plan, you may be permitted to roll over any distribution you receive from the other plan to this Plan if all legal requirements (and any requirements imposed by the Administrator) on such rollovers are satisfied. If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. Your Vested Interest in your Rollover contributions will be 100% at all times.

Specifically, if you are an eligible employee, you may roll over amounts from the following retirement plans:

- (1) qualified plans, excluding after-tax contributions
- (2) 403(a) and 403(b) annuity plans, excluding after-tax contributions
- (3) governmental plans (Code Sec. 457(b) plans)
- (4) Roth 401(k) Contributions made to any plan described above
- (5) Individual Retirement Accounts (IRAs) and individual retirement annuities

## Distribution of Benefits

### Distributions for Reasons Other Than Death

If your employment is terminated for any reason other than death, your Vested Interest will be distributed within an administratively feasible time after you request payment. Your Vested Interest will be distributed in a lump sum which can be paid to you or, at your election, can be rolled over to another qualified retirement plan or to an individual retirement account. You can also elect not to receive a lump sum and instead elect substantially equal installment payments over a specified period of time.

In addition to the payments described above, there are rules which require that certain minimum distributions be made from the Plan. Generally, these minimum distributions must begin by the later of (a) the April 1st following the end of the calendar year in which you reach age 70½ or (b) the April 1st following the end of the calendar year in which you retire. However, if you are a 5% owner, you must begin receiving these distributions by the April 1st following the end of the calendar year in which you reach age 70½ even if you are still employed by the Employer.

### Distributions Upon Death

Your Vested Interest will be distributed to your beneficiary as soon as administratively feasible after your death. If you are not married, you can name anyone to be your beneficiary. If you are married, your spouse by law is your beneficiary unless he or she waives the death benefit in writing. Your beneficiary can elect to receive (a) a lump sum; (b) substantially equal installment payments over a specified period of time (although there are limits on how long installment payments can be made, which will be explained to your beneficiary at the appropriate time); or (c) installment payments in the minimum amount legally required to be distributed each year.

If you fail to designate a beneficiary, or if the beneficiary is not alive at the time of your death, the death benefit will be paid in the following order of priority to:

- 1) your spouse;
- 2) your children and any descendants of deceased children (i.e., "per stirpes"); and
- 3) your estate.

If you designate your spouse as beneficiary and later become divorced, the designation of your spouse as beneficiary will no longer be valid. Under these circumstances, you should submit a new beneficiary designation.

If your death occurs *before* the date minimum distributions must begin (as described in the preceding section), the distribution to your beneficiary must be made within certain legal timeframes that are dependent upon several factors, including (a) whether you have a designated beneficiary, (b) your relationship to the beneficiary (spousal or non-spousal beneficiary), and (c) certain elections that your beneficiary may make after your death. However, if your death occurs *after* the date that minimum distributions must begin, the minimum death benefit that must be paid to your beneficiary each year after your death is based on the longer of your remaining life expectancy (had

you survived) or the remaining life expectancy of your beneficiary. Your beneficiary may also choose to accelerate the payment rate. Contact the Administrator for more information regarding payments to beneficiaries.

Any death benefit received by your spouse can be rolled over to an IRA. A non-spouse beneficiary may establish a special IRA (an "Inherited IRA") that can receive a direct rollover of all (except for any required minimum distributions) or a portion of the death benefit distributed upon your death to that non-spouse beneficiary.

Certain portions of a death benefit may not be eligible to be rolled over into an Inherited IRA. If you (a deceased Participant) needed to take a required minimum distribution in the year of your death (but you have not yet taken that required minimum distribution), then that required minimum distribution cannot be rolled over from the Plan into an Inherited IRA. Similarly, if the non-spouse beneficiary needs to take any required minimum distribution from the Plan for the year in which the direct rollover occurs (or any prior year), then the non-spouse beneficiary cannot roll over that required minimum distribution into an Inherited IRA. However, if the death benefit includes Roth 401(k) Contributions, those amounts can be rolled over to the Inherited IRA.

If the non-spouse beneficiary elects to roll over the death benefit to an Inherited IRA, then the inherited IRA will be subject to complicated required minimum distribution rules. You should inform your non-spouse beneficiary that (a) he or she is designated to receive your death benefit, and (b) your death benefit can be rolled over to an Inherited IRA. The non-spouse beneficiary should discuss any planning issues and tax consequences with their professional tax advisor with respect to a direct rollover of your death benefit into an Inherited IRA.

#### **Cash-Outs of Small Accounts**

If your employment is terminated for any reason and your Vested Interest is \$5,000 or less (including your Rollover Account balance) it will be distributed in a lump sum, or, at your election, will be rolled over to another qualified retirement plan or to an individual retirement account (IRA) of your choosing. However, if you do not make an election, then the distribution (a) will be made in a lump sum if your Vested Interest is \$1,000 or less; or (b) if your Vested Interest is more than \$1,000, will be rolled over to an individual retirement account (IRA) that we establish for you at Charles Schwab Bank ("IRA provider"). The IRA provider will charge your IRA for any expenses associated with the establishment and maintenance of the IRA and with the investments of the IRA. You will be given more information at the time of distribution regarding the IRA provider and any associated fees or expenses.

#### **In-Service Distributions**

Even if you have not terminated your employment with us, you can elect to take a lump sum distribution of up to 100% of the following accounts:

- **401(k) Contribution Account.** You can request a distribution from your 401(k) Contribution Account at any time after you reach Normal Retirement Age.
- **Qualified Matching Contribution Account.** You can request a distribution from your Qualified Matching Contribution Account at any time after you reach Normal Retirement Age. This account is one to which we may elect to make contributions in order to pass certain Plan testing requirements.
- **Qualified Non-Elective Contribution Account.** You can request a distribution from your Qualified Non-Elective Contribution Account at any time after you reach Normal Retirement Age. This account is one to which we may elect to make contributions in order to pass certain Plan testing requirements.
- **Matching Contribution Account.** You can request a distribution from your Matching Contribution Account at any time after you reach Normal Retirement Age.
- **Profit Sharing Contribution Account.** You can request a distribution from your Profit Sharing Contribution Account at any time after you reach Normal Retirement Age.
- **Rollover Contribution Account.** You can request a distribution from your Rollover Contribution Account at any time.

## Loans to Participants

You are permitted to borrow from the Plan using an electronic authorization system available by contacting a Participant Services Representative at 800-724-7526 or on the website at [www.workplace.schwab.com](http://www.workplace.schwab.com) (see page 1). Loans will be made only to actively-employed participants in accordance with the Loan Policy established by the Administrator. Your vested account balance is used as security for the loan.

Loans will be made pursuant to the following terms:

- You may have a maximum of one loan outstanding at any time;
- The minimum amount of a loan is \$1,000;
- The maximum amount of the loan, when added to the outstanding balance of all other loans from the Plan, is generally the *lesser* of 50% of your vested account balance or \$50,000 (reduced by the excess of your highest outstanding loan balance during the prior 1-year period over the outstanding loan balance as of the day the loan is made);
- The loan term may not exceed 5 years;
- Loans are available from the vested portion of all of your accounts, except for your Employer Profit Sharing Account;
- The following loan fees will be charged to your account - \$50 to establish the loan; \$40 annually to administer the loan.

You will be charged a reasonable rate of interest on any loan that you take from the Plan. Loan proceeds are generally taken pro rata from investment funds in which your account balance is invested. All payments of principal and interest that you make on a loan will be credited to your account. Loan payments generally must be made through payroll deduction. If you fail to make payments when they are due under the loan terms, you will be considered to be in "default." A loan in default may be treated as a distribution from the Plan, thus resulting in taxable income to you. In any event, your failure to repay a loan will reduce the benefit that you would otherwise be entitled to from the Plan.

Note that if you have an unpaid leave of absence or go on military leave while you have an outstanding loan, you may qualify for a suspension of loan payments. Upon termination of employment, all loans will immediately become due and payable. If a loan is not repaid within a reasonable time following termination, it will be offset against your vested account balance.

The Administrator may periodically revise the Plan's loan policy. For further details on Plan loans, you may request a copy of the Loan Policy from the Administrator.

## Investment of Accounts

Subject to an investment policy established by the Administrator, you can direct how your Account will be invested. You can choose from any investment options offered by the Plan. You can switch between investments as often as is permitted under the investment options you choose. All earnings and losses on your directed investments will be credited directly to your Account. Investment results will reflect any fees and investment expenses for the investments you select. You may request more information on fees associated with an investment option from the Administrator. At the appropriate time, we will provide you with more detailed information about the investment options offered by the Plan.

We intend to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that if you are permitted to exercise independent control over the investment of your Account and you are offered a reasonably diverse selection of well managed investment options, then the fiduciaries of the Plan, including the Administrator and us, may be relieved of certain liabilities for any losses which occur because you exercise control.

Generally, you will receive a quarterly statement that contains information regarding your investment choice(s), any contributions received by the Plan during that quarter, your investment gains or losses, ending fund balances and your vested percentage.

## Tax Withholding on Distributions

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from the Administrator at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking the distribution.

### Direct Rollovers Not Subject to Tax

Any eligible distribution that is directly rolled over to another eligible retirement account (either another qualified retirement plan or an individual retirement account) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be directly rolled over to another eligible retirement account unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, or over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you by law. There are other distributions that are not eligible for direct rollover treatment, and you should contact the Administrator if you have questions about a particular distribution.

### 20% Withholding on Taxable Distributions

If you have your benefit paid to you and it's eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still rollover all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

### Tax Treatment of Roth 401(k) Distributions

The tax treatment of a distribution of Roth 401(k) contributions (and the associated investment earnings) depends upon whether the distribution is a "qualified Roth distribution" or a "nonqualified Roth distribution". If the distribution is a "qualified Roth distribution," then the entire amount distributed is tax-free, even the portion attributable to investment earnings on the Roth 401(k) contributions. To be considered a "qualified Roth distribution," the following two conditions must be met:

- You have satisfied the 5-year rule (also known as the 5-year clock); and
- The distribution is made after you have reached age 59 ½, died or become disabled.

The 5-year rule is satisfied if the Roth 401(k) distribution occurs at least five (5) years following the year the first Roth 401(k) Contribution is made to the plan. For example, if you first make Roth 401(k) contributions in 2010, you will satisfy the 5-year rule as of January 1, 2016. It is not necessary that you make a Roth 401(k) contribution in each of the five (5) years.

A "non-qualified Roth distribution" is any distribution that is not a "qualified Roth distribution." Non-qualified Roth distributions are subject to taxation (and in some cases, a 10% early distribution penalty) on the portion of the distribution which is attributable to investment earnings, unless you roll over the distribution as described below.

You may elect to make a rollover of your Roth 401(k) contributions and earnings to a Roth IRA. The tax treatment of any subsequent distribution from the Roth IRA will be governed by the tax rules attributable to Roth IRA distributions. Please note that the 5-year clock for a Roth IRA distribution will not include the portion of time that the Roth 401(k) contributions were in the Plan.

You may also elect to make a rollover to an eligible retirement plan that accepts rollovers and agrees to separately account for Roth 401(k) Contributions. To the extent that you make a plan-to-plan rollover (direct rollover), you

will be provided a statement indicating the amount of your Roth 401(k) Contribution (basis) and the year that your 5-year clock started. This information must generally be provided to the recipient plan in conjunction with your rollover. Please note that the 5-year clock in the recipient plan will include the portion of time that you made Roth 401(k) contributions to this Plan.

When a Participant rolls a Roth 401(k) balance to a new Roth IRA, the five-year qualification period starts over. This may impact the rollover decision. If the Participant has an established Roth IRA, then the qualification period is calculated from the initial deposit into the IRA and the rollover will be eligible for tax-free withdrawals when that five-year period has ended (and the age qualifier has been met).

## Claims Procedure

If you feel that you are entitled to a benefit that you are not receiving from the Plan, you can make a written request to the Administrator (or its delegate) for that benefit. Plan Benefits fall into two categories – Disability related benefits and non-Disability related benefits. A Disability-related benefit means a benefit that is available under the Plan and that becomes payable upon a determination of a Participant's Disability as determined by the Administrator. A Disability-related benefit does not include a benefit that, under the terms of this Plan, becomes payable upon a determination of a Participant's Disability by the Social Security Administration or under a long term Disability plan sponsored by the Employer. The claims procedures for Disability-related benefits and non-Disability benefits are similar, but there are differences.

### Written Claims

Any claim for benefits must be filed in writing with the Administrator, but the Administrator may permit the filing of a claim for benefits electronically as the Administrator complies with certain Department of Labor requirements.

### Review of Non-Disability Benefit Claims

If your claim is for a non-Disability related benefit, it will be reviewed under the following procedure:

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim in whole or in part, the Administrator will give you a written or electronic notice of its decision within 90 days of the date the claim was filed, unless an extension of time is necessary. If special circumstances require an extension, the Administrator will notify you before the end of the initial 90-day review period that additional review time is necessary. The notice for an extension (a) will specify the circumstances requiring a delay and the date that a decision is expected to be made; and (b) will describe any additional information needed to resolve any unresolved issues. Unless the Administrator requires additional information from you to process the claim, the review period cannot be extended beyond an additional 90 days. If the Administrator requires additional information from you to process the claim and a timely notice requesting the additional information is transmitted to you, it must be provided within 90 days of the date that the notice is provided by the Administrator.
- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) a description of the Plan's review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (f) a statement that if you request a review of the Administrator's decision and the reviewing fiduciary's decision on review is adverse to you, there is no further administrative review following the initial review, and that you then have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 60 days of the date on which you receive such notice, you may obtain review of the decision as explained in the next paragraph.
- **Right to Appeal.** Within the 60-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request for such review. The written request must contain the following information: (a) the date on which your request



was received by the Administrator; (b) the specific portions of the denial of your claim which you request be reviewed; (c) a statement setting forth the basis upon which you believe the Administrator's denial of your claim should be reversed and your claim should be accepted; and (d) any other written information (offered as exhibits) which you want to be considered to explain your position, without regard to whether such information was submitted or considered in the initial benefit determination.

- **Review on Appeal.** In general, your appeal will be reviewed within 60 days of the date it is received by the Administrator (unless special circumstances require an extension to 120 days and you are so notified before the end of the 60-day review period). The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial determination. The decision on review will contain the following: (a) the specific reasons for the denial on review; (b) reference to specific Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (d) a statement describing any voluntary review procedures and your right to obtain such copies; and (e) a statement that there is no further administrative review of decision and that you have a right to bring a civil action under ERISA §502(a).

### **Review of Disability Benefit Claims**

If your claim is for a Disability related benefit, it will be reviewed under the following procedure:

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim for a Disability benefit in whole or in part, the Administrator will transmit to you a written or electronic notice of its decision within 45 days of the date the claim was filed, unless an extension of time is necessary. If, prior to the expiration of the initial 45-day period, the Administrator determines that a decision cannot be made within that initial 45-day period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the 45-day review period that a 30-day extension of time is necessary. If, prior to the end of the first 30-day extension period, the Administrator determines that a decision cannot be made within that first 30-day extension period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the first 30-day extension period that an additional 30-day extension of time is necessary. Any notice of an extension of time will (a) specify the circumstances requiring the extension of time and the date a decision is expected to be rendered; (b) explain the standards on which entitlement to a Disability Benefit is based; (c) state the unresolved issues that prevent a decision on the claim; and (d) describe any additional information needed to resolve those issues. If the Administrator requires additional information from you to process the Disability Benefit claim and a timely notice requesting the additional information is transmitted to you, you must provide the additional information within 45 days of the date the notice is provided.
- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy thereof is available upon request, free of charge; (f) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the Claimant's medical circumstances, or a statement that such explanation is available upon request, free of charge; (g) a description of the review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (h) a statement that if you request a review of the Administrator's decision and the review is adverse to you, that there is no further administrative review following such initial review, and that you have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 180 days of the date you receive the notice, you may obtain review of the decision as explained in the next paragraph.

- **Right to Appeal.** Within the 180-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request for such review. The written request for such review must contain the following information: (a) the date on which your request was received by the Administrator; (b) the specific portions of the denial of your claim which you request be reviewed; (c) a statement setting forth the basis upon which you believe the Administrator's denial of your claim should be reversed and your claim should be accepted; and (d) any other written information (offered as exhibits) which you want to be considered to explain your position, without regard to whether such information was submitted or considered in the initial benefit determination.
- **Review by Alternate Reviewer.** Review of a Disability Benefit claim that has been denied under the procedures described in the preceding two paragraphs will be conducted by a reviewer who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. The review will not afford deference to the initial adverse benefit determination, but will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If the adverse benefit determination was based on a medical judgment, the reviewer will consult with an appropriate health care professional who (a) was not consulted on the original adverse benefit determination, (b) is not subordinate to someone who was consulted on the original adverse benefit determination, and (c) has appropriate training and experience in the field of medicine involved in the medical judgment. Any experts whose advice was obtained on the original adverse determination must be identified during the review, without regard to whether the advice was relied upon in making the determination. You may request, in writing, a list of such experts.
- **Review on Appeal.** In general, your appeal will be reviewed within 45 days of the date it is received by the Administrator (unless special circumstances require an extension to 90 days and you are so notified before the end of the 45-day review period). The reviewer will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The reviewer's decision will contain the following: (a) the specific reasons for the denial; (b) reference to specific Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (d) if the claim denial is based on an internal rule, guideline, protocol, or other similar criterion, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion is available upon request, free of charge; (e) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation is available upon request, free of charge; (f) a statement describing any voluntary review procedures and your right to obtain copies of such procedures; (g) a statement that there is no further administrative review of the reviewer's decision and that you have a right to bring a civil action under ERISA §502(a); and (h) the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

## Participants Absent Because of Military Duty

### Participants Who Die During Military Absence

If you are absent from employment with us because of military service and you die on or after January 1, 2007 while you are performing "qualified" military service (as defined under the Internal Revenue Code), you will be treated as having returned to employment on the day before your death for Vesting purposes. You will also receive any additional benefits and contributions to which you would have been entitled during your period of qualified military service had you been able to return to work with us following your military service. For this purpose, you will be treated as if your employment with us terminated on your date of death.

### **Participants Who Become Disabled During Military Absence**

If you become disabled while you are performing "qualified" military service (as defined under the Internal Revenue Code) and you cannot return to work, you will be treated as if you returned to employment with us on the day before the date you became disabled (your "disability date") for purposes of determining your Vested Interest and your eligibility for, and the amount of, any additional benefits and contributions to which you would have been entitled during your period of military leave had you been able to return to work with us. For this purpose, you will be treated as if your employment with us terminated on your disability date.

### **Active Duty Severance Distributions**

If you are absent from employment with us while you are on active military duty for a period of more than 30 days, you are considered to have terminated employment with us and you can therefore elect to take a distribution of some or all of your 401(k) Contribution Account (including any portion of the account which is attributable to Roth 401(k) Contributions). Some restrictions apply (for example, you cannot make additional 401(k) Contributions for a period of 6 months after the distribution), and you should consult the Plan Administrator in the event you are interested in taking such a distribution.

## **Other Information**

### **Addition of Dividend or Income Payment Allocated Among Participants**

When dividends or income payments are allocated among Participant accounts, and the pro rata allocation of such payment would result in the allocation of less than \$25 to a Terminated Participant, the Terminated Participant will not receive the allocation. Such amount will be deposited to the Trust and the Plan Administrator will allocate all such amounts on a pro rata basis to the other Participants receiving such dividend or income payment.

### **Attachment of Your Account**

Your creditors cannot garnish or levy upon your Account except in the case of a proper IRS tax levy, and you cannot assign or pledge your Account except as collateral for a loan from the Plan or as directed through a Qualified Domestic Relations Order (QDRO) as part of a divorce, child support or similar proceeding in which a court orders that all or part of your Account be transferred to another person (such as your ex-spouse or your children). The Plan has a procedure for processing QDROs, which you can obtain free of charge from the Administrator.

### **Amendment or Termination of the Plan**

Although we intend for the Plan to be permanent, we can amend or terminate it at any time. If we do terminate the Plan, all Participants will have a 100% Vested Interest in their Accounts as of the Plan termination date, and all Accounts will be available for distribution at the same time and in the same manner as would have been permissible had the Plan not been terminated.

### **Accounts Are Not Insured**

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of ERISA do not apply to 401(k) plans. For more information on PBGC coverage, ask the Administrator or contact the PBGC. Written inquiries to the PBGC should be addressed to: Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026. You can also call them at (202) 326-4000.

### **Payment of Plan Expenses**

The Plan routinely incurs expenses for the services of lawyers, actuaries, accountants, third party administrators, and other advisors. Some of these expenses may be paid directly by us while other expenses may be paid from the assets of the Plan. The expenses that are paid from Plan assets will be shared by all Participants either on a pro-rata basis or an equal dollar basis. If the expense is paid on a pro-rata basis, an amount will be deducted from your Account based on its value as compared to the total value of all Participants' Accounts. For example, if the Plan pays \$1,000 of expenses and your Account constitutes 5% of the total value of all Accounts, \$50 would be deducted from your Account ( $\$1,000 \times 5\%$ ) for its share of the expense. On the other hand, if the expense is paid on an equal dollar basis, the expense is divided by the number of Participants and then the same dollar amount is deducted from each Participant's Account.

## Statement of ERISA Rights

### Your Right To Receive Information

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled to (a) 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; (b) obtain 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 upon written request to the Administrator. The Administrator may make a reasonable charge for the copies; (c) receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report; and (d) obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (which is defined elsewhere in this summary plan description) and if so, what your benefits would be at Normal Retirement Age 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.

### Duties of Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your 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 to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### Enforcement of Rights

If your claim for a pension benefit 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 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 Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit 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 Administrator. If you have questions about this statement or about your ERISA rights, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or contact them at [http://www.dol.gov/ebsa/aboutebsa/org\\_chart.html](http://www.dol.gov/ebsa/aboutebsa/org_chart.html) or at the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You can call the Employee Benefits Security Administration (the EBSA) at (866) 444-3272; TTY/TDD users: (877) 889-5627. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA. You may also obtain additional pension-related information at the Department of Labor's website at <http://www.dol.gov/ebsa/publications/wyskapr.html> where you can review a publication called "*What You Should Know About Your Retirement Plan.*"

**Other Account Questions?**

Call 800-724-7526 to talk to a Participant Services Representative Monday through Friday, 7:00 a.m. – 11:00 p.m. ET.

## Glossary

Many definitions are used in this summary and most are defined in the section in which they appear, but the following terms have broader application and are used throughout the summary:

**Account.** Your Account represents the aggregate value of the contributions made to the Plan on your behalf, as well as the net earnings on those contributions. Your Account may include (but is not limited to) the following sub-accounts: the 401(k) Contribution Account; the Matching Contribution Account; and the Profit Sharing Contribution Account.

**Allocation Period.** The Allocation Period is the period of time for which a contribution to the Plan is allocated. The Allocation Period is generally the Plan Year but can be a shorter period of time.

**Disability.** Disability is a physical or mental impairment you suffer after you become a Participant in the Plan (and while you are still an employee) (a) which, in the opinion of a physician acceptable to the Administrator, totally and permanently prevents you from engaging in any occupation for pay or profit; or (b) which, in the opinion of the Social Security Administration, qualifies you for disability benefits under the Social Security Act in effect on the date that you suffer the mental or physical impairment.

**Highly Compensated Employee.** A Highly Compensated Employee is an Employee who satisfies certain ownership or compensation requirements as set forth in the Internal Revenue Code.

**Key Employee.** A Key Employee is an Employee who satisfies certain executive, ownership, or compensation requirements as set forth in the Internal Revenue Code.

**Leased Employee.** A Leased Employee is, generally, a person who is employed by an employee leasing organization but performs services for the Employer on a substantially full time basis for a period of at least one year, and such services are performed under the primary direction or control of the Employer.

**Normal Retirement Age.** Normal Retirement Age is the date you reach age 65.

**Profit Sharing Contribution.** A Profit Sharing Contribution is an additional type of contribution we may elect to make to the Plan for any Plan Year. Profit Sharing Contributions are generally made as a percentage of pay.

**Spouse.** The term “spouse” or “marriage” should be read to include either opposite or same-gender couples legally married in any state, U.S. territory or foreign jurisdiction that recognizes such marriages, regardless of where you currently live. However, a registered domestic partnership, civil union or similar relationship recognized under state law is not considered a “marriage” for purposes of this retirement plan.

**Union Employee.** A Union Employee is an Employee whose employment is governed by a collective bargaining agreement between Employee representatives and the Employer in which retirement benefits were the subject of good faith bargaining.

**Vested Interest.** Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. This percentage, in turn, is the aggregate of your Vested Interest in your various sub-accounts. However, notwithstanding any vesting schedule set forth in other sections of this summary, you will have a 100% Vested Interest in your Account upon reaching Normal Retirement Age, or upon your death or disability while you are still a Participant but before you terminate employment.