



**SUMMARY PLAN DESCRIPTION**

**FOR**

**Michaels Stores, Inc. Employees 401(k) Plan**

**January 1, 2022**



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# **Michaels Stores, Inc. Employees 401(k) Plan**

## **SUMMARY PLAN DESCRIPTION**

### **ARTICLE 1**

#### **INTRODUCTION**

Michaels Stores, Inc. has adopted the Michaels Stores, Inc. Employees 401(k) Plan (the "Plan") to help its employees save for retirement. If you are an employee of Michaels Stores, Inc., you may be entitled to participate in the Plan, provided you satisfy the conditions for participation as described in this Summary Plan Description. In addition, if you are an employee of Lamrite West Incorporated, you may be entitled to participate in the Michaels Stores, Inc. Employees 401(k) Plan.

This Summary Plan Description ("SPD") is designed to help you understand the retirement benefits provided under the Plan and your rights and obligations with respect to the Plan. This SPD contains a summary of the major features of the Plan, including the conditions you must satisfy to participate under the Plan, the amount of benefits you are entitled to as a Plan participant, when you may receive distributions from the Plan, and other valuable information you should know to understand your Plan benefits. We encourage you to read this SPD and contact the Plan Administrator if you have any questions regarding your rights and obligations under the Plan. (See Article 2 below for the name and address of the Plan Administrator.)

This SPD does not replace the formal Plan document, which contains all of the legal and technical requirements applicable to the Plan. However, this SPD does attempt to explain the Plan language in a non-technical manner that will help you understand your retirement benefits. If the non-technical language under this SPD and the technical, legal language under the Plan document conflict, the Plan document always governs. If you have any questions regarding the provisions contained in this SPD or if you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan document may be amended or modified due to changes in law, to comply with pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL), or due to other circumstances. If the Plan is amended or modified in a way that changes the provisions under this SPD, you will be notified of such changes.

This SPD does not create any contractual rights to employment nor does it guarantee the right to receive benefits under the Plan. Benefits are payable under the Plan only to individuals who have satisfied all of the conditions under the Plan document for receiving benefits. (See Article 12 - Plan Participant Rights and Claim Procedures for additional information.)

### **ARTICLE 2**

#### **GENERAL PLAN INFORMATION AND KEY DEFINITIONS**

This Article 2 contains information regarding the day-to-day administration of the Plan as well as the definition of key terms used throughout this SPD.

**Plan Name:** Michaels Stores, Inc. Employees 401(k) Plan

**Plan Number:** 001

**Employer:**

**Name:** Michaels Stores, Inc.  
**Address:** 3939 West John Carpenter Freeway  
**City, State, Zip Code:** Irving, TX 75063  
**Telephone number:** (972) 409-1300  
**Employer Identification Number (EIN):** 75-1943604

In addition to the Employer listed above, this Plan is also maintained by the following Participating Employer(s):

- Lamrite West Incorporated

**Plan Administrator:**

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

The Employer listed above is acting as Plan Administrator. The Employer has appointed the Administrative Committee to act on the Employer's behalf to carry out its duties regarding the day-to-day administration of the Plan and all references to the Plan Administrator in this SPD with respect to its role regarding administration are to the Administrative Committee. The Employer has appointed the Investment Committee to act on its behalf with respect to the selection and monitoring of the investment funds under the Plan and all references to the Plan Administrator in this SPD with respect to its role regarding investments are to the Investment Committee. The Administrative Committee and Investment Committee may be reached at the same address and telephone number as the Employer.

The Plan is designed to comply with section 404(c) of ERISA. This means the fiduciaries of the Plan, including the Employer, the Trustee, the Administrative Committee and the Investment Committee, are relieved of any legal liability for any losses that are the direct and necessary result of the investment directions that you give.

The Plan Administrator may designate other persons to carry on the day-to-day operations of the Plan. If you have any questions about the Plan or your benefits under the Plan, you should contact the Plan Administrator or other Plan representative.

**Trustee:**

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

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

- **Name:** Vanguard Fiduciary Trust Company  
**Address:** 100 Vanguard Blvd., Malvern, PA 19355

**Service of Legal Process:**

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

**Effective Date of Plan:**

This Plan is an amendment of a prior Plan that was originally effective February 1, 1987. The amendment of the Plan is effective as of January 1, 2022. Unless designated otherwise, the provisions of the Plan as set forth in this SPD are effective as of January 1, 2022.

**Plan Year:**

Many of the provisions of the Plan are applied on the basis of the Plan Year. For this purpose, the Plan Year is the calendar year running from January 1 – December 31.

**Plan Compensation:**

In applying the contribution formulas under the Plan (as described in Article 5 below), your contributions may be determined based on Plan Compensation earned during the Plan Year. However, in determining Plan Compensation, no amount will be taken into account to the extent such compensation exceeds the compensation dollar limit set forth under IRS rules. For 2022, the compensation dollar limit is \$305,000. Thus, for Plan Years beginning in 2022, no contribution may be made under the Plan with respect to Plan Compensation above \$305,000. For subsequent plan years, the compensation dollar limit may be adjusted for cost-of-living increases. Note that the compensation dollar limit described above does not apply to Salary Deferrals contributed to the Plan.

For purposes of determining Plan Compensation, your total taxable wages or salary is taken into account including any Salary Deferrals you make to this 401(k) plan and any pre-tax salary reduction contributions you may make under any other plans we may maintain, which may include any pre-tax contributions you make under a medical reimbursement plan or "cafeteria" plan. Plan Compensation also generally includes compensation for services that is paid after termination of employment, as long as such amounts are paid by the end of the year or within 2½ months following termination of employment, if later. However, for purposes of determining contributions under the Plan, Plan Compensation does not include the following types of compensation:

- All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation and welfare benefits
- Any wages or salary you receive from a "related employer," unless that "related employer" adopts this Plan
- Continuation payments to disabled Participants paid after severance of employment
- Certain differential payments we make to Employees while performing service in the Uniformed Services
- Severance allowances; prizes and awards; gift certificates; the imputed fair market value of an Employer provided automobile or excess group term life insurance coverage; LTD premiums; any amounts realized from the exercise of nonqualified stock options; any amounts includable in taxable income when restricted stock (or other property) held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture, third party sick pay, adoption assistance, average hours waiting penalty, CAREs Act retention wages or credit, check replacement, direct deposit adjustment, penalty gap pay, NSF Charges, tuition assistance, settlement payments, and travel allowances. In addition, Compensation consists of various pay codes that may change from time-to-time and Compensation will be determined based on whether a pay code is included or excluded from the definition of Compensation set forth herein. Pay codes

that do not clearly fall within an included or excluded category will be determined to be or not be Compensation based on the general definition of what constitutes Compensation

**Plan Compensation for Safe Harbor Matching Contributions.** In determining the amount of Safe Harbor Matching Contributions that will be made on behalf of Participants under the Plan, the same definition of Plan Compensation that applies for purposes of Salary Deferrals (as described above) also applies for Safe Harbor Matching Contributions.

**Period for determining Plan Compensation.** For purposes of determining Plan Compensation, only compensation you earn while you are a participant in the Plan will be taken into account. Thus, any compensation you earn while you are not eligible to participate in the Plan will not be considered in determining Plan Compensation.

**Normal Retirement Age:**

You will reach Normal Retirement Age under the Plan when you turn age 65.

**Disabled:**

For purposes of the Plan, Disability means a physical or mental impairment arising after an Employee has become a Participant which, in the opinion of a physician acceptable to the Plan Administrator, totally and permanently prevents the Participant from performing his or her customary and usual duties for the Employer

**ARTICLE 3**  
**DESCRIPTION OF PLAN**

**Type of Plan.** This Plan is a special type of retirement plan commonly referred to as a 401(k) plan. Under the Plan, you may elect to have a portion of your salary deposited directly into a 401(k) account on your behalf. This pre-tax contribution is called a "Pre-Tax Salary Deferral." As a pre-tax contribution, you do not have to pay any income tax while your Pre-Tax Salary Deferrals are held in the Plan, and any earnings on your Pre-Tax Salary Deferrals are not taxed while they stay in the Plan.

You also may choose to make contributions to the Plan on an after-tax basis, by designating your Salary Deferrals as Roth Deferrals. While you are taxed on a Roth Deferral in the year you contribute to the Plan, you will not be taxed on the contribution or earnings attributable to Roth Deferrals under the Plan when you elect to withdraw your Roth amounts from the Plan, as long as your withdrawal is a qualified distribution. See the discussion of Roth Deferrals under Article 5 below.

In addition to your own Salary Deferrals, if you satisfy the eligibility conditions described in Article 4 below, you may be eligible to receive an additional Employer Contribution under the Plan. If you are eligible to receive an Employer Contribution, we will deposit such contribution directly into the Plan on your behalf. Like the Pre-Tax Salary Deferrals discussed above, any Employer Contribution we make to the Plan on your behalf and any earnings on such amounts will not be subject to income tax as long as those amounts stay in the Plan. You will not be taxed on your Employer Contributions generally until you withdraw such amounts from the Plan. Article 5 below describes the Employer Contributions authorized under the Plan.

You also may make After-Tax Contributions to the Plan. If you elect to make After-Tax Contributions to the Plan, you make a contribution to the Plan out of your own compensation, after paying taxes on such amounts. When you take a distribution of your After-Tax Contributions, you will not be taxed on the amounts you actually contributed to the Plan as After-Tax Contributions (since you were already taxed on those amounts). Any earnings on your After-Tax Contributions will not be subject to income taxation as long as those amounts stay in the Plan. Upon distribution, you will be taxed on the earnings associated with your After-Tax Contributions. (See Article 9 below for a discussion of the distribution rules under the Plan.)

This Plan is a defined contribution plan, which is intended to qualify under Section 401(a) of the Internal Revenue Code. As a defined contribution plan, it is not covered under Title IV of ERISA and, therefore, benefits are not insured by the Pension Benefit Guaranty Corporation.

## **ARTICLE 4** **ELIGIBILITY REQUIREMENTS**

This Article sets forth the requirements you must satisfy to participate under the Plan. To qualify as a participant under the Plan, you must:

- be an Eligible Employee
- satisfy the Plan's minimum age and service conditions and
- satisfy any allocation conditions required under the Plan.

Employees who are residents of Puerto Rico may not participate in the Plan unless otherwise specifically included below.

### **Eligible Employee**

To participate under the Plan, and be eligible to make Salary Deferrals and After-tax Contributions, and to receive Safe Harbor Matching Contributions, you must be an Eligible Employee. For this purpose, you are considered an Eligible Employee if you are an employee of Michaels Stores, Inc. or Lamrite West Incorporated, provided you are not otherwise excluded from the Plan.

For this purpose, if you worked for another Employer that we acquired in the past, you may be excluded from the Plan. If you have questions regarding your eligibility to participate in the Plan, please contact the Plan Administrator (or other Plan representative).

**Excluded Employees.** For purposes of determining whether you are an Eligible Employee, the Plan excludes from participation certain designated employees. If you fall under any of the excluded employee categories, you will not be eligible to participate under the Plan (until such time as you no longer fall into an excluded employee category). [See below for a discussion of your rights upon changing to or from an excluded employee classification.]

The following categories of employees are not eligible to participate in the Plan:

- Employees covered under a collective bargaining agreement (CBA") (i.e., union employees) unless the CBA provides for their participation in the Plan
- Non-resident aliens who do not receive any compensation from U.S. sources
- Leased employees
- Consultants

### **Minimum Age and Service Requirements**

**Eligibility for Salary Deferrals and After-Tax Contributions.** In order to participate in the Plan for purposes of making Salary Deferrals (i.e., Pre-Tax Salary Deferrals or Roth Deferrals) and After-Tax Contributions, you must satisfy certain age and service conditions under the Plan.

- **Minimum age requirement.** You must be at least age 21.
- **Minimum service requirement.** If you are a "full-time" employee upon your date of hire, you are eligible to participate on the first entry date described below, provided you are an Eligible Employee and you satisfy any minimum age condition described above. If you are a "part-time" employee, you

must complete a Year of Service with us. For this purpose, you are considered a part-time employee if your normal work schedule is less than 1000 hours per year.

- **Definition of Year of Service.** For this purpose, you will earn a Year of Service if you work at least 1000 hours for us during the 12-month period immediately following your date of hire (your Anniversary Year"). If you do not work at least 1000 hours during your Anniversary Year, you will earn a Year of Service for purposes of Plan participation if you work at least 1000 hours during any Plan Year (i.e., January 1 to December 31) beginning after your date of hire.

**Entry Date.** If you are a full-time employee, once you have satisfied the eligibility conditions described above, you will be eligible to make Salary Deferrals and After-Tax Contributions under the Plan on your Entry Date. For this purpose, your Entry Date is the date you satisfy the eligibility conditions described above. For example, if you satisfy the Plan's eligibility conditions on November 12, you will be eligible to enter the Plan on November 12.

If you are a Part-time employee and you satisfy the eligibility conditions during your first Anniversary Year, you will be eligible to participate in the Plan for purposes of making Salary Deferrals and After-Tax Contributions on your Entry Date which is defined as the first anniversary of your date of hire. If you do not satisfy the eligibility conditions during your first Anniversary Year, your Entry Date will be the first day of the Plan Year coinciding with or next following the date you satisfy the the eligibility conditions.

**Eligibility for Safe Harbor Matching Contributions.** To be eligible to receive a Safe Harbor Matching Contribution, you must satisfy the following requirement(s):

- **Minimum service requirement.** If you are a "full-time" employee upon your date of hire, you are eligible to receive a Safe Harbor Matching Contribution once you have completed three months of service, determined under the Elapsed Time method which does not require you to complete a specific number of hours of service. If you are a "part-time" employee, you must complete a Year of Service with us to be eligible to receive a Safe Harbor Matching Contribution
- **Minimum age requirement.** The same minimum age condition (i.e., age 21) that applies for Salary Deferrals and After-Tax Contributions applies for purposes of determining eligibility for Safe Harbor Matching Contributions.
- **Entry Date.** The same Entry Date applies for purposes of determining eligibility for Safe Harbor Matching Contributions as applies for Salary Deferrals and After-Tax Contributions. This date is the date you satisfy the eligibility requirements for the Safe Harbor Matching Contributions as described above.

For more information regarding eligibility for Safe Harbor Contributions, see the annual Safe Harbor Contribution notice provided by the Plan Administrator.

**Crediting eligibility service.** In determining whether you satisfy any minimum age or service conditions under the Plan, all service you perform during the year is counted. In addition, if you go on a maternity or paternity leave of absence (including a leave of absence under the Family Medical Leave Act) or a military leave of absence, you may receive credit for service during your period of absence for certain purposes under the Plan. You should contact the Plan Administrator to determine the effect of a maternity/paternity or military leave of absence on your eligibility to participate under the Plan.

**Eligibility upon rehire or change in employment status.** If you terminate employment after satisfying the minimum age and service requirements under the Plan and you are subsequently rehired as an Eligible Employee, you will enter the Plan on the later of your rehire date or your Entry Date. If you terminate employment prior to satisfying the minimum age and service requirements, and you are subsequently rehired, you will have to satisfy the eligibility requirements in order to participate under the Plan.

If you are not an Eligible Employee on your Entry Date, but you subsequently change status to an eligible class of Employee, you will be eligible to enter the Plan immediately (provided you have already satisfied the

minimum age and service requirements). If you are an Eligible Employee and subsequently become ineligible to participate in the Plan, all contributions under the Plan will cease as of the date you become ineligible to participate. However, all service earned while you are employed, including service earned while you are ineligible, will be counted when calculating your vested percentage in your account balance.

### **Allocation Conditions**

If you are an Eligible Employee and have satisfied the minimum age and service requirements described above, you are entitled to share in the contributions described in Article 5, provided you satisfy the allocation conditions described below.

**Salary Deferrals and After-Tax Contributions.** You do not need to satisfy any additional allocation conditions to make Salary Deferrals or After-Tax Contributions under the Plan. Thus, if you satisfy the eligibility conditions described above, you will be eligible to make Salary Deferrals and After-Tax Contributions, regardless of how many hours you work during the year or whether you terminate employment during the year. However, you may not continue to make Salary Deferrals or After-Tax Contributions after you terminate employment.

**Safe Harbor Matching Contributions.** No additional allocation conditions apply to Safe Harbor Matching Contributions under the Plan. Thus, you will be entitled to receive a Safe Harbor Matching Contribution regardless of how many hours you work during the year or whether you terminate during the year, as long as you otherwise satisfy the eligibility requirements described under this Article 4 to receive a Safe Harbor Matching Contribution under the Plan.

## **ARTICLE 5 PLAN CONTRIBUTIONS**

The Plan provides for the contributions listed below. Article 4 discusses the requirements you must satisfy to receive the contributions described in this Article 5. Article 7 describes the vesting rules applicable to your plan benefits. Special rules also may apply if you leave employment to enter qualified military service. See your Plan Administrator if you have questions regarding the rules that apply if you are on military leave.

### **Salary Deferrals**

If you have satisfied the conditions for participating under the Plan (as described in Article 4 above) you are eligible to make Salary Deferrals to the Plan. To begin making Salary Deferrals, you must complete a Salary Deferral election requesting that a portion of your compensation be contributed to the Plan instead of being paid to you as wages. Any Salary Deferrals you make to the Plan will be invested in accordance with the Plan's investment policies.

**Pre-Tax Salary Deferrals.** If you make Pre-Tax Salary Deferrals to the Plan, you will not have to pay income taxes on such amounts or on any earnings until you withdraw those amounts from the Plan.

Consider the following examples:

- If you earn \$30,000 a year, are in the 12% tax bracket, are eligible to participate in the Plan and you elect to save 3% (or \$900) of your salary under the 401(k) Plan this year, you would save \$108 in Federal income taxes ( $12\% \text{ of } \$900 = \$108$ ).
- If you earn \$30,000 a year, are in the 12% tax bracket, are eligible to participate in the Plan, and you elect to save 5% (or \$1,500) of your salary under the 401(k) Plan this year, you would save \$180 in Federal income taxes ( $12\% \text{ of } \$1,500 = \$180$ ).
- If you earn \$42,000 a year, are in the 22% tax bracket, are eligible to participate in the Plan and you elect to save 5% (or \$2,100) of your salary under the 401(k) Plan this year, you would save \$462 in Federal income taxes ( $22\% \text{ of } \$2,100 = \$462$ ).

As you can see, the more you are able to put away in the Plan and the higher your tax bracket, the greater your tax savings will be. In addition, if the amount of your Pre-Tax Salary Deferrals grows due to investment earnings, you will not have to pay any Federal income taxes on those earnings until such time as you withdraw those amounts from the Plan.

**Roth Deferrals.** You also may be able to avoid taxation on earnings under the Plan by designating your Salary Deferrals as Roth Deferrals. Roth Deferrals are a form of Salary Deferral but, instead of being contributed on a pre-tax basis, you must pay income tax currently on such deferrals. However, provided you satisfy the distribution requirements applicable to Roth Deferrals (as discussed in Article 9 below), you will not have to pay any income taxes at the time you withdraw your Roth Deferrals from the Plan, including amounts attributable to earnings. Thus, if you take a qualified distribution (as described in Article 9) your entire distribution may be withdrawn tax-free. You should discuss the relative advantages of Pre-Tax Salary Deferrals and Roth Deferrals with a financial professional before deciding how much to designate as Pre-Tax Salary Deferrals and Roth Deferrals.

If you have made both Pre-Tax Salary Deferrals and Roth Deferrals under the Plan, you may designate the extent to which a distribution of Salary Deferrals is taken from your Pre-Tax Salary Deferral Account or your Roth Deferral Account. Any distribution of Salary Deferrals (including Roth Deferrals) must be authorized under the Plan distribution provisions.

**In-Plan Roth Conversions.** The Plan permits In-Plan Roth conversions. In addition to making Roth Deferrals, you also may convert your existing non-Roth vested Plan accounts to a “Roth” account **by use of an In-Plan Roth conversion.** This includes not only Pre-Tax Salary Deferrals, but other contributions, such as Employer Contributions or Matching Contributions. Converting non-Roth contributions to Roth contributions can be a complex decision that is dependent on your personal financial situation and may not be appropriate for all situations or in all circumstances. **Therefore, you should consult with your individual tax advisor to help you determine if this strategy is appropriate for you.**

If you are eligible to make an In-Plan Roth conversion, you can make an In-Plan Roth conversion at any time, even if you are not otherwise eligible to receive a distribution from the Plan. Please contact the Plan Administrator if you would like more information as to how to implement an In-Plan Roth conversion.

- **Tax effect of Roth conversion.** If you elect to convert any portion of your non-Roth contributions to Roth contributions, you will have to include those amounts in gross income for the year of the conversion, unless you have already included such amounts in income. Since no actual distribution is being made from the Plan, no withholding will apply to the in-Plan conversion. If you elect to convert to Roth contributions, you should be sure you have adequately withheld amounts based on the additional taxes owed as a result of the Roth conversion. You may want to increase your withholding or make an estimated tax payment to avoid any potential penalties for underpayment of taxes when filing your federal tax return. You should discuss the specific tax consequences with your tax advisor. In addition, if you are under age 59½ at the time of the Roth conversion, you may be subject to a 10% penalty tax if you take a subsequent distribution from the Roth conversion account prior to your attaining age 59½.
- **Limits applicable to Roth conversions.** In addition, certain limits apply for purposes of determining the amounts that can be converted to Roth contributions. For this purpose, the following limits apply:
  - Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).
  - Roth conversions are not permitted with respect to any outstanding loan balances.
- **Distribution options.** Generally, the same distribution options will apply to the Roth conversion account as apply to the amounts being converted. For example, if you are entitled to take a distribution of your pre-tax contributions at age 59½, that same distribution option would continue to apply if you convert those amounts to Roth contributions, regardless of any distribution options available with respect to regular Roth contributions.

**Salary Deferral election.** You may not begin making Salary Deferrals under the Plan until you enter into a Salary Deferral election designating how much you wish to defer under the Plan.

**Change of election.** You can increase or decrease the amount of your Salary Deferrals at least once a year. For this purpose, the designated election date(s) for changing or modifying your Salary Deferral election will be set forth under the Salary Deferral election or other written procedures describing the time period for changing Salary Deferral elections. If the available election date(s) change, you will be notified of any such change. Generally, you may revoke an existing Salary Deferral election and stop making Salary Deferrals at any time. Any change you make to a Salary Deferral election will become effective as soon as administratively feasible.

If you terminate employment, your election to defer (or not defer) will cease and you will need to make a new Salary Deferral election if you are rehired.

**Limit on Salary Deferrals.** In addition to the IRS limits described in Article 6 below, the Plan limits the amount you may contribute as Salary Deferrals. Under this Plan limit, you may not defer an amount in excess of 80% of Plan Compensation for each payroll period during which you are eligible to participate under the Plan. In addition, if you elect to make Salary Deferrals under the Plan, your election must be for at least 1% of Plan Compensation for each payroll period.

**Special rules:** In determining the amount of Salary Deferrals that may be made under the Plan, the following special rules apply: The Plan limit on Salary Deferrals includes any amounts contributed as After-Tax Contributions.

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

If you have satisfied the conditions for participating under the Plan (as described in Article 4 above) you are eligible to make After-Tax Contributions to the Plan. To begin making After-Tax Contributions, you must elect to make contributions to the Plan on an after-tax basis. The After-Tax Contributions you make to the Plan are subject to current taxation but any earnings on such amounts are not taxed until you withdraw those amounts from the Plan. Your After-Tax Contributions will be invested in accordance with the Plan's investment policies. You may receive the forms necessary to make After-Tax Contributions from your Plan Administrator.

**Limit on After-Tax Contributions.** In addition to the IRS limits described in Article 6 below, the Plan limits the amount you may contribute as After-Tax Contributions. Under this Plan limit, you may not contribute an amount in excess of 10% of Plan Compensation for each payroll period during which you are eligible to participate under the Plan. In addition, if you elect to make After-Tax Contributions under the Plan, your election must be for at least 1% of Plan Compensation for each payroll period.

**Change of election.** You can increase or decrease the amount of your After-Tax Contributions at least once a year. For this purpose, the designated election date(s) for changing or modifying your After-Tax Contribution election will be set forth under the election form or other written procedures describing the time period for changing After-Tax Contribution elections. If the available election date(s) change, you will be notified in writing of any such change. Generally, you may revoke an existing election and stop making After-Tax Contributions at any time. Any change you make to an After-Tax Contribution election will become effective as soon as administratively reasonable.

**Special rules.** The following special rules apply with respect to After-Tax Contributions: The Plan limits the total After-Tax Contributions and Salary Deferrals to 80% of Plan Compensation per payroll period.

#### **Safe Harbor Matching Contributions**

This Plan is designed to qualify as a "Safe Harbor 401(k) Plan". As a Safe Harbor 401(k) Plan, we will provide a special Safe Harbor Matching Contribution to the Plan for those participants who satisfy the eligibility requirements applicable to such Safe Harbor Matching Contributions. See Article 4 above for a discussion of the eligibility rules under the Plan applicable to Safe Harbor Matching Contributions.

Any Safe Harbor Matching Contributions we make to the Plan on your behalf will be contributed to a special Safe Harbor Matching Contribution account established under the Plan. Safe Harbor Matching Contributions generally must be contributed by the end of the Plan Year quarter following the Plan Year quarter for which you make the Salary Deferrals that are being matched. We will provide you with a notice prior to the beginning of each Plan Year describing the Safe Harbor Matching Contribution and your rights with respect to such contributions.

**Safe Harbor Matching Contribution formula.** If you make Salary Deferrals to the Plan, you will be eligible to receive a Safe Harbor Matching Contribution equal to 100% of the amount you contribute to the Plan for each payroll period up to the first 3% of Plan Compensation plus 50% of the amount you contribute between 3% and 5% of Plan Compensation.

### **Top Heavy Benefits**

A plan that primarily benefits key employees is called a top-heavy plan. For this purpose, key employees are defined as certain owners of an employer and officers with a specified level of compensation. A plan is generally a top-heavy plan when more than 60% of all account balances under the plan are attributable to key employees. The Plan Administrator will determine each year whether the plan is a top-heavy plan and will advise you in the unlikely event the Plan is top heavy.

If the Plan becomes top heavy in any Plan Year, non-key employees who are eligible to receive a top heavy contribution under the Plan generally will receive a minimum contribution equal to the lesser of 3% of Plan Compensation or the highest percentage provided to any key employee (as defined in the Plan). This minimum contribution may be different if the Employer maintains another qualified plan. For this purpose, any Employer Contributions and Matching Contributions may be taken into account in determining whether the top heavy rules are satisfied. In applying the top heavy rules, any eligible non-key employee who is employed at the end of the year is entitled to the top heavy minimum, regardless how many hours the employee works during the year.

### **Rollover Contributions**

If you have an account balance in another qualified retirement plan or an IRA, you may move those amounts into this Plan, without incurring any tax liability, by means of a "rollover" contribution. You may also rollover Roth contributions from another qualified plan to this Plan. Rollovers are not permitted from a Roth IRA. You are always 100% vested in any amounts you contribute to the Plan as a rollover from another qualified plan or IRA. This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses under the Plan.

You may accomplish a rollover in one of two ways. You may ask your prior plan administrator or trustee to directly rollover to this Plan all or a portion of any amount which you are entitled to receive as a distribution from your prior plan. Alternatively, if you receive a distribution from your prior plan, you may elect to deposit into this plan any amount eligible for rollover within 60 days of your receipt of the distribution. The 60-day rollover option is not available for rollovers of Roth contributions. Any rollover to the Plan will be credited to your Rollover Contribution Account. See Article 9 below for a description of the distribution provisions applicable to rollover contributions.

Generally, the Plan will accept a rollover contribution from another qualified retirement plan or IRA. The Plan Administrator may adopt separate procedures limiting the type of rollover contributions it will accept. For example, the Plan Administrator may impose restrictions on the acceptance of after-tax contributions or Salary Deferrals (including Roth Deferrals) or may restrict rollovers from particular types of plans. In addition, the Plan Administrator may, in its discretion, accept rollover contributions from Employees who are not currently participants in the Plan. Any procedures affecting the ability to make Rollover Contributions to the Plan will not be applied in a discriminatory manner.

If you have questions about whether you can rollover a prior plan distribution, please contact the Plan Administrator or other designated Plan representative.

## **ARTICLE 6** **LIMIT ON CONTRIBUTIONS**

The IRS imposes limits on the amount of contributions you may receive under this Plan, as described below.

**IRS limits on Salary Deferrals.** The IRS imposes limits on the amount you can contribute as Salary Deferrals during a calendar year. For 2022, the maximum deferral limit is \$20,500. For years after 2022, the maximum deferral limit may be adjusted for cost-of-living each year. The Plan Administrator will provide you with information regarding the adjusted deferral limits beginning after 2022. In addition, if you are at least age 50 by December 31 of the calendar year, you also may make a special catch-up contribution in addition to the maximum deferral limit described above. For 2022, the catch-up contribution limit is \$6,500. For years after 2022, the catch-up contribution limit may be adjusted for cost-of living each year. The Plan Administrator will provide you with information concerning the catch-up contribution limit for years after 2022.

**Example:** If you are at least age 50 by December 31, 2022, the maximum Salary Deferral you may make for the 2022 calendar year would be \$27,000 [i.e., \$20,500 maximum deferral limit plus \$6,500 catch-up contribution limit].

The IRS deferral limit applies to all Salary Deferrals you make in a given calendar year to this Plan or any other cash or deferred arrangement (including a cash or deferred arrangement maintained by an unrelated employer). For this purpose, cash or deferred arrangements include 401(k) plans, 403(b) plans, simplified employee pension (SEP) plans or SIMPLE plans.

If you make Salary Deferrals for a given year in excess of the deferral limit described above under this Plan or another plan maintained by the Employer (or any other employer maintaining this Plan), the Plan Administrator will automatically return the excess amount and associated earnings to you by April 15. If you make Salary Deferrals for a given year in excess of the deferral limit described above because you made Salary Deferrals under this Plan and a plan of an unrelated employer not maintaining this Plan, you must ask one of the plans to refund the excess amount to you. If you wish to take a refund from this Plan, you must notify the Plan Administrator, in writing, by March 1 of the next calendar year so the excess amount and related earnings may be refunded by April 15. The excess amount is taxable for the year in which you made the excess deferral. If you fail to request a refund, you will be subject to taxation in two separate years: once in the year of deferral and again in the year the excess amount is actually paid to you.

**IRS limit on total contributions under the Plan.** The IRS imposes a maximum limit on the total amount of contributions you may receive under this Plan. This limit applies to all contributions we make on your behalf, all contributions you contribute to the Plan, and any forfeitures allocated to any of your accounts during the year. Under this limit, the total of all contributions under the Plan cannot exceed a specific dollar amount or 100% of your annual compensation, whichever is less. For 2022, the dollar limit is \$61,000. (For years after 2022, this amount may be increased for inflation.) For purposes of applying the 100% of compensation limit, your annual compensation includes all taxable compensation, increased for any Salary Deferrals you may make under a 401(k) plan and any pre-tax contributions you may make to any other plan we may maintain, such as a cafeteria health plan.

**Example:** Suppose in 2022 you earn compensation of \$45,000 (after reduction for Pre-Tax Salary Deferrals of \$5,000). Your compensation for purposes of the overall contribution limit is \$50,000 (\$45,000 + \$5,000 of pre-tax deferrals). The maximum amount of contributions you may receive under the Plan for 2022 is \$50,000 (the lesser of \$61,000 or 100% of \$50,000).

## **ARTICLE 7** **DETERMINATION OF VESTED BENEFIT**

**Vested account balance.** When you take a distribution of your benefits under the Plan, you are only entitled to withdraw your vested account balance. For this purpose, your vested account balance is the amount held

under the Plan on your behalf for which you have earned an ownership interest. You earn an ownership interest in your Plan benefits if you have earned enough service with us to become *vested* based on the Plan's vesting schedule. If you terminate employment before you become fully vested in any of your Plan benefits, those non-vested amounts may be forfeited. (See below for a discussion of the forfeiture rules that apply if you terminate with a non-vested benefit under the Plan.)

The following describes the vesting schedule applicable to contributions under the Plan.

- **Salary Deferrals and After-Tax Contributions.** You are always 100% vested in your Salary Deferrals and After-Tax Contributions. In other words, you have complete ownership rights to any Salary Deferrals or After-Tax Contributions under the Plan. Thus, you will never forfeit these contributions after they have been made to the Plan.
- **Other contributions.** In addition, certain special contributions that are made to the Plan on your behalf will always be 100% vested. If any of these special contributions are made to the Plan, you will always have an immediate ownership interest in such contributions. Examples of special contributions that may be made to the Plan include:
  - Safe Harbor Matching Contributions
  - Rollover Contributions

**Top heavy contributions.** If you are eligible to receive top heavy contributions (as described in Article 5 above), the vesting schedule with respect to such contributions will be the same as applies for Employer Contributions.

**Protection of vested benefit.** Once you are vested in your benefits under the Plan, you have an ownership right to those amounts. While you may not be able to immediately withdraw your vested benefits from the Plan due to the distribution restrictions described under Article 9 below, you generally will never lose your right to those vested amounts. However, it is possible that your benefits under the Plan will decrease as a result of investment losses. If your benefits decrease because of investment losses, you will only be entitled to the vested amount in your account at the time of distribution.

## **ARTICLE 8 PARTICIPANT LOANS**

The Plan permits Participants to take a loan from the Plan. Thus, you may take a loan from your vested benefits under the Plan. The Plan Administrator will develop procedures for administering Participant loans, including the establishment of procedures for applying for a loan and limits on the total amount of loan proceeds that may be outstanding at any time. For more information regarding the procedures for receiving a Participant loan, please contact the Plan Administrator.

## **ARTICLE 9 PLAN DISTRIBUTIONS**

The Plan contains detailed rules regarding when you can receive a distribution of your benefits from the Plan. As discussed in Article 7 above, if you qualify for a Plan distribution, you will only receive your vested benefits. This Article 9 describes when you may request a distribution and the tax effects of such a distribution.

**Distribution upon termination of employment.** When you terminate employment, you may be entitled to a distribution from the Plan. The availability of a distribution will depend on the amount of your vested account balance.

- **Vested account balance in excess of \$5,000.** If your total vested account balance exceeds \$5,000 as of the distribution date, you may receive a distribution from the Plan within a reasonable period after

your termination of employment. If you do not consent to a distribution of your vested account balance, your balance will remain in the Plan. If you receive a distribution of your vested benefits when you are only partially-vested in your Plan benefits, your non-vested benefits will be forfeited. For this purpose, your vested account balance is determined without regard to any Rollover Contributions you may have under the plan.

You may elect to take your distribution in any of the following forms. Prior to receiving a distribution from the Plan, you will receive a distribution package that will describe the distribution options that are available to you. If you have any questions regarding your distribution options under the Plan, please contact the Plan Administrator.

- **Lump sum.** You may elect to take a distribution of your entire vested account balance in a lump sum. If you take a lump sum distribution, you may elect to rollover all (or any portion) of your distribution to an IRA or to another qualified plan. See the *Special Tax Notice*, which you may obtain from the Plan Administrator, for more information regarding your ability to rollover your plan distribution.
  - **Partial lump sums.** You also may elect to take a partial lump sum of less than your entire vested benefit.
  - **Installment payments.** You may elect to receive a distribution in the form of a series of installment payments. If you elect distribution in the form of installments, your vested benefit will be paid out in equal annual installments over a set number of years. If the installment period is 10 years or greater, you may not rollover any of the installment payments into an IRA or into another qualified plan. The Plan Administrator will provide you with forms necessary to elect an installment distribution under the Plan.
- **Vested account balance of \$5,000 or less.** If your total vested account balance under the Plan is \$5,000 or less as of the distribution date, you will be eligible to receive a distribution of your entire vested account balance as soon as administratively feasible following your termination of employment. If you receive a distribution of your vested benefits when you are partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

You may elect to receive your distribution in cash or you may elect to rollover your distribution to an IRA or to another qualified plan. If your total vested account balance under the Plan is between \$1,000 and \$5,000 as of the distribution date and you do not consent to a distribution of your vested account balance, your vested benefit automatically will be rolled over to an IRA selected by the Plan Administrator. If your total vested account balance exceeds \$5,000, no distribution will be made from the Plan without your consent. If your total vested account balance is \$1,000 or less as of the distribution date, your entire vested benefit will be distributed to you in a lump sum, even if you do not consent to a distribution.

If your benefit is automatically rolled over to an IRA selected by the Plan Administrator, such amounts will be invested in a manner designed to preserve principal and provide a reasonable rate of return. Common types of investment vehicles that may be used include money market accounts, certificates of deposit or stable value funds. Reasonable expenses may be charged against the IRA account for expenses associated with the establishment and maintenance of the IRA. Any such expenses will be no greater than similar fees charged for other IRAs maintained by the IRA provider. For further information regarding the automatic rollover requirements, including further information regarding the IRA provider and the applicable fees and expenses associated with the automatic rollover IRA, please contact the Plan Administrator or other designated Plan representative.

**In-service distributions.** You may withdraw vested amounts from the Plan while you are still employed with us, but only if you satisfy the Plan's requirements for in-service distributions. Under the Plan, you may take an in-service distribution upon any of the following events:

- You are at least age 59½ at the time of the distribution.
- You have incurred a hardship, as described below.
- You are in certain qualified active military duty. This distribution option only applies to your Salary Deferrals under the Plan. Please contact your Plan Administrator if you have any questions regarding the availability of a distribution under this provision.

However, you may withdraw amounts attributable to After-Tax Contributions and Rollover Contributions at any time.

**Hardship distribution.** To receive a distribution on account of hardship, you must demonstrate one of the following hardship events.

- (1) You need the distribution to pay unpaid medical expenses for yourself, your spouse or any dependent.
- (2) You need the distribution to pay for the purchase of your principal residence. You must use the hardship distribution for the *purchase* of your principal residence. You may not receive a hardship distribution solely to make mortgage payments.
- (3) You need the distribution to pay tuition and related educational fees (including room and board) for the post-secondary education of yourself, your spouse, your children, or other dependent. You may take a hardship distribution to cover up to 12 months of tuition and related fees.
- (4) You need the distribution to prevent your eviction or to prevent foreclosure on your mortgage. The eviction or foreclosure must be related to your principal residence.
- (5) You need the distribution to pay funeral or burial expenses for your deceased parent, spouse, child or dependent.
- (6) You need the distribution to pay expenses to repair damage to your principal residence (provided the expenses would qualify for a casualty loss deduction on your tax return, without regard to 10% adjusted gross income limit).
- (7) You need the distribution to pay expenses and losses (including loss of income) incurred due to a federally-declared disaster. Your principal residence or principal place of employment at the time of the disaster must be located in a federally-declared disaster area designated for individual assistance.

In addition, a hardship event described under (1), (3) or (5) above may also be determined with respect to a primary beneficiary under the Plan. For this purpose, a primary beneficiary is an individual who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of a participant's benefit upon the death of the participant.

Before you may receive a hardship distribution, you must represent, in writing, that you have insufficient cash or other liquid assets to satisfy your financial need.

In addition, if you have other distributions available under this Plan (or any other plan we may maintain) you must take such distributions *before* requesting a hardship distribution.

Safe Harbor Matching Contributions are not eligible for distribution on account of hardship. Thus, you will not be able to withdraw from the Plan any amounts which are attributable to such contributions solely on account of a hardship.

You may not receive a hardship distribution of more than you need to satisfy your hardship. In calculating your maximum hardship distribution, you may include any amounts necessary to pay federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. See the Plan Administrator for more information regarding the maximum amount you may take from the Plan as a hardship distribution and the total

amount you have available for a hardship distribution. The Plan Administrator will provide you with the appropriate forms for requesting a hardship distribution.

**Required distributions.** If you have not begun taking distributions before you attain your Required Beginning Date, the Plan generally must commence distributions to you as of such date. For this purpose, your Required Beginning Date is April 1 following the end of the calendar year in which you attain age 70½ (or age 72, if you were born after June 30, 1949), or terminate employment, whichever is later. (For 5% owners, the Required Beginning Date is April 1 following the calendar year in which you attain age 70½ (or age 72, if you were born after June 30, 1949), even if you are still employed.)

Once you attain your Required Beginning Date, the Plan Administrator will commence distributions to you as required under the Plan. The Plan Administrator will inform you of the amount you are required to receive once you attain your Required Beginning Date.

**Distribution upon disability.** If you terminate employment because you are Disabled, you will be eligible to receive a distribution of your vested account balance under the Plan's normal distribution rules.

**Distributions upon death.** If you die before taking a distribution of your entire vested account balance, your remaining benefit will be distributed to your beneficiary or beneficiaries, as designated on the appropriate designated beneficiary election form. You may request a designated beneficiary election form from the Plan Administrator or other Plan representative.

If you are married, your spouse generally is treated as your beneficiary, unless you and your spouse properly designate an alternative beneficiary to receive your benefits under the Plan. The Plan Administrator will provide you with information concerning the availability of death benefits under the Plan and your rights (and your spouse's rights) to designate an alternative beneficiary for such death benefits. For purposes of determining your beneficiary to receive death distributions under the Plan, any designation of your spouse as beneficiary is automatically revoked upon a formal divorce decree unless you re-execute a new beneficiary designation form or enter into a valid Qualified Domestic Relations Order (QDRO).

**Default beneficiaries.** If you do not designate a beneficiary to receive your benefits upon death, your benefits will be made to your surviving spouse and, if no spouse exists at the time of your death, then to your estate.

**Taxation of distributions.** Generally, you must include any Plan distribution in your taxable income in the year you receive the distribution. More detailed information on tax treatment of Plan distributions is contained in the "Special Tax Notice" which you may obtain from the Plan Administrator.

**Non-assignment of benefits and Qualified Domestic Relations Orders (QDROs)** Your benefits cannot be sold, used as collateral for a loan, given away, or otherwise transferred, garnished, or attached by creditors, except as provided by law. However, if required by applicable state domestic relations law, certain court orders could require that part of your benefit be paid to someone else—your spouse or children, for example. This type of court order is known as a Qualified Domestic Relations Order (QDRO). As soon as you become aware of any court proceedings that might affect your Plan benefits, please contact the Plan Administrator. You may request a copy of the procedures concerning QDROs, including those procedures governing the qualification of a domestic relations order, without charge, from the Plan Administrator.

## **ARTICLE 10** **PLAN ADMINISTRATION AND INVESTMENTS**

**Investment of Plan assets.** You have the right to direct the investment of Plan assets held under the Plan on your behalf. The Plan Administrator will provide you with information on the amounts available for direction, the investment choices available to you, the frequency with which you can change your investment choices and other investment information. Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. If you have any questions about the investment of your Plan accounts, please contact the Plan Administrator or other Plan representative.

This Plan is intended to comply with the requirements of ERISA §404(c). As such, to the extent you are permitted to direct the investment of your account, you are solely responsible for the investment decisions you make with respect to your Plan benefits. No other fiduciary, including the Trustee, Employer or Plan Administrator, will be responsible for any losses resulting from your direction of investments under the Plan. If you have questions regarding investment decisions or strategies with respect to the investment of your Plan benefits, you should consult an investment professional.

**Valuation Date.** To determine your share of any gains or losses incurred as a result of the investment of Plan assets, the Plan is valued on a regular basis. For this purpose, the Plan is valued on a daily basis. Thus, you will receive an allocation of gains or losses under the Plan at the end of each business day during which the New York Stock Exchange is open.

**Plan fees.** There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Employer. If the Employer does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of Participants either proportionally based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. For example, if you terminate employment, your account may be charged directly for the pro rata share of the Plan's administration expenses, regardless of whether the Employer pays some of these expenses for current Employees. Other fees that may be charged directly against your account include:

- Fees related to the processing of distributions upon termination of employment.
- Fees related to the processing of in-service distributions.
- Fees related to the processing of required minimum distributions.
- Participant loan origination fees and annual maintenance fees.
- Charges related to processing of a Qualified Domestic Relation Order (QDRO) where a court requires that a portion of your benefits is payable to your ex-spouse or children as a result of a divorce decree.

If you are permitted to direct the investment of your benefits under the Plan, each year you will receive a separate notice describing the fees that may be charged under the Plan. In addition, you will also receive a separate notice describing any actual fees charged against your account. Please contact the Plan Administrator if you have any questions regarding the fees that may be charged against your account under the Plan.

## **ARTICLE 11** **PLAN AMENDMENTS AND TERMINATION**

**Plan amendments.** We have the authority to amend this Plan at any time. Any amendment, including the restatement of an existing Plan, may not decrease your vested benefit under the Plan, except to the extent permitted under the Internal Revenue Code, and may not reduce or eliminate any "protected benefits" (except as provided under the Internal Revenue Code or any regulation issued thereunder) determined immediately prior to the adoption or effective date of the amendment (whichever is later). However, we may amend the Plan to increase, decrease or eliminate benefits on a prospective basis.

**Plan termination.** Although we expect to maintain this Plan indefinitely, we have the ability to terminate the Plan at any time. For this purpose, termination includes a complete discontinuance of contributions under the Plan or a partial termination. If the Plan is terminated, all amounts credited to your account shall become 100%

vested, regardless of the Plan's current vesting schedule. In the event of the termination of the Plan, you are entitled to a distribution of your entire vested benefit. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another qualified retirement plan or IRA. If you do not consent to a distribution of your benefit upon termination of the Plan, the Plan Administrator will transfer your vested benefit directly to an IRA that we will establish for your benefit. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

A partial termination may occur if either a Plan amendment or severance from service excludes a group of employees who were previously covered by this Plan. Whether a partial termination has occurred will depend on the facts and circumstances of each case. If a partial termination occurs, only those Participants who cease participation due to the partial termination will become 100% vested. The Plan Administrator will advise you if a partial termination occurs and how such partial termination affects you as a Participant.

## **ARTICLE 12** **PLAN PARTICIPANT RIGHTS AND CLAIM PROCEDURES**

**Participant rights.** As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, including insurance contracts and collective bargaining agreements (if applicable), and a copy of the latest annual report (Form 5500 series) filed by the Plan Administrator with the U.S. Department of Labor.
- Obtain copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements (if applicable), and copies of the latest annual report (Form 5500 series) and updated SPD, upon written request to the Plan Administrator. The Plan Administrator may assess a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to provide each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive benefits under the Plan and, if so, what your current benefits are. You must request this statement in writing and you may only request this statement once a year. The Plan Administrator will provide the statement free of charge.
- File a claim for benefits.

**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 Plan. These people, called "fiduciaries," have a duty to operate the Plan prudently and in the best interests of you, other Plan participants and beneficiaries. You may not be fired or otherwise discriminated against in any way solely to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

**Enforcement of Rights.** If you have a claim for benefits under the Plan that 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 example, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive the requested documents 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 documents and pay you up to \$110 a day until you receive the documents, unless the documents were not sent because of reasons beyond the control of the Plan 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 that affects the payment of benefits under the Plan, you may file suit in federal court. If the Plan's 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 Questions.** If you have any questions about the Plan or this SPD, you should contact the Plan Administrator. If you have any questions 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, D.C. 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.

**Claim for Benefits.** Benefits will normally be payable under the Plan without the need for a formal claim. However, if you feel you are entitled to benefits under the Plan that have not been paid, you may submit to the Plan Administrator a written claim for benefits. Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. The Plan Administrator will evaluate your claim (including all relevant documents and records you submit to support your claim) to determine if benefits are payable to you under the terms of the Plan. The Plan Administrator may solicit additional information from you, if necessary, to evaluate the claim.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

If the Plan Administrator denies all or any portion of your claim, you (and your authorized representative, if applicable) will receive within a reasonable period of time (not to exceed 90 days after receipt of the claim form), a written or electronic notice setting forth the reasons for the denial (including references to the specific provisions of the Plan on which the decision is based), a description of any additional information needed to perfect your claim, and the steps you must take to submit the claim for review. If the Plan Administrator determines that special circumstances require an extension of time for processing your claim, it may extend the 90-day period described in the prior sentence to 180 days, provided the Plan Administrator provides you with written notice of the extension and prior to the expiration of the original 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render its decision.

If the Plan Administrator denies your claim, you will have 60 days from the date you receive notice of the denial of your claim to appeal the adverse decision of the Plan Administrator. You may submit to the Plan Administrator written comments, documents, records, and other information relating to your claim for benefits. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim. The Plan Administrator's review of the claim and of its denial of the claim shall take into account all comments, documents, records and other information relating to the claim, without regard to whether these materials were submitted or considered by the Plan Administrator in its initial decision on the claim.

If the Plan Administrator denies your claim for benefits after appeal, you will receive within a reasonable period of time (not to exceed 60 days after receipt of the appeal), a written or electronic notice setting forth the reasons for the denial (including references to the specific provisions of the Plan on which the decision is based), and a description of your right to bring an action under ERISA Section 502(a). If the Plan Administrator determines that special circumstances require an extension of time for processing your appeal, it may extend the 60-day period described in the prior sentence to 120 days, provided the Plan Administrator provides you with written notice of the extension and prior to the expiration of the original 60-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render its decision. If the Plan Administrator denies your claim for benefits upon review, in whole or in part, you may file suit in a state or Federal court.

If the Plan Administrator makes a final written determination denying your claim for benefits, you may commence legal or equitable action with respect to the denied claim upon completion of the claims procedures

outlined under the Plan. Any legal or equitable action must be commenced no later than the earlier of 180 days following the date of the final determination or three years following the proof of loss. If you fail to commence legal or equitable action with respect to a denied claim within the above timeframe, you will be deemed to have accepted the Plan Administrator's final decision with respect to the claim for benefits.

**Disability Claims Procedures.** If your claim is based on disability benefits, different claim procedures and deadlines will apply. These disability claims procedures are intended to comply with the requirements of Department of Labor Regulation §2560.503-1 and will be interpreted accordingly.

These disability claims procedures are intended to ensure that disability claims procedures are reasonable, that "claimants" (which include Participants and Beneficiaries (and their authorized representatives, if applicable)) receive sufficient information explaining why disability benefits are denied and that the process is impartial.

If you have questions about the Plan's claims procedures, contact the Plan Administrator named under Article 2 of this Summary Plan Description.

**Review of Initial Claim.** In the case of a claim for disability benefits, the Plan Administrator will notify the claimant of an adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

If, prior to the end of the first 30-day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The claimant shall have at least 45 days within which to provide the specified information.

**Notice of Adverse Benefit Determination.** The Plan Administrator will provide a claimant with written or electronic notification (written in a culturally and linguistically appropriate and understandable manner) of any "adverse benefit determination." An adverse benefit determination includes a rescission of coverage (except for non-payment of premiums). The notice of adverse benefit determination will set forth:

- The specific reason or reasons for the adverse determination;
- Reference to the specific Plan provisions on which the determination is based;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA §502(a) following an adverse benefit determination on review; and
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - The views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
  - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - A disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration.

- If the adverse benefit determination 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 will be provided free of charge upon request;
- The specific internal rules, guidelines, protocols, standards, or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist; and
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

The Plan Administrator will assist in language translation of a notice of adverse benefit determination, if necessary. Translation assistance can include recommending translation services, providing verbal assistance and providing the notice in a non-English language upon request.

**Appeals of Adverse Benefit Determinations.** A claimant shall have 180 days following receipt of a notification of an adverse benefit determination within which to appeal the determination. Any appeal will receive a full and fair review of the claim and the adverse benefit determination. With respect to such review:

- Claimants will have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
- Claimants (upon request and free of charge) will have reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
- As soon as possible and sufficiently in advance of the date on which any notice of an "adverse benefit determination on review," the Plan Administrator will provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the person making the benefit determination in connection with the claim; and
- As soon as possible and sufficiently in advance of the "notice of adverse benefit determination on review," the Plan Administrator will provide the claimant, free of charge, with the rationale for the adverse decision.

In performing the review, the Plan will not afford deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the initial adverse benefit determination, nor the subordinate of such individual. If the appeal is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional will not be an individual (or a subordinate of such individual) who was consulted in connection with the initial adverse benefit determination.

If the Plan obtained advice from medical or vocational experts in connection with a claimant's adverse benefit determination (without regard to whether the advice was relied upon in making the benefit determination), such experts will be identified.

The Plan Administrator shall notify the claimant of the Plan's benefit determination on review within a reasonable period of time, but not later than 45 days after receipt of the claimant's request for review by the Plan, unless the Plan Administrator determines that special circumstances (such as the need to hold a hearing) require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the

claimant prior to the termination of the initial 45-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.

**Notice of Adverse Benefit Determination on Review.** The Plan Administrator will provide a claimant with written or electronic notification (written in a culturally and linguistically appropriate and understandable manner) of any "adverse benefit determination." The notice of adverse benefit determination on review will set forth:

- The specific reason or reasons for the adverse determination;
- Reference to the specific Plan provisions on which the determination is based;
- That the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- A description of any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures;
- A description of the claimant's right to bring an action under ERISA §502(a) (including a description of any applicable contractual limitation period that applies to the claimant's right to bring such an action);
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - The views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
  - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - A disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration;
- If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or, alternatively, a statement that such explanation will be provided free of charge upon request; and
- The specific internal rules, guidelines, protocols, standards, or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist.

The Plan Administrator will assist in language translation of a notice of adverse benefit determination on review, if necessary. Translation assistance can include recommending translation services, providing verbal assistance and providing the notice in a non-English language upon request.

## **ADDENDUM ADDITIONAL SPD PROVISIONS**

**Protected benefits.** In addition to the benefits described in this SPD, the Plan also provides for the following protected benefits:

Prior Employer Discretionary Contributions and prior Employer Matching Contributions are subject to the following vesting schedule: less than 1 Year of Vesting Service - 0%, after 1 Year of Vesting Service - 33%, after 2 Years of Service - 67%, after 33 Years of Service - 100%.

An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee dies, becomes Disabled or attains his or her Normal Retirement Age.

Years of Vesting Service are determined based on Elapsed Time, which does not require you to complete a specific number of hours of service. A Break in Vesting Service or Period of Severance will occur if you are not credited with at least one hour of service during any 1-year period of service. After five consecutive 1-year Periods of Severance, non-vested benefits will be forfeited under the terms of the Plan. Vested benefits will not be forfeited. If an Employee incurs five consecutive 1-year Periods of Severance, Years of Vesting Service earned after the break will not count toward vesting in pre-break non-vested benefits, but all Years of Service (both pre-break and post-break) will count toward vesting in post-break nonvested benefits. Questions regarding the application of the Break in Vesting Service rules may be directed to the Plan Administrator.

Prior Employer Discretionary Contributions and prior Employer Matching Contributions are available for in-service withdrawals after attaining age 59½.

Prior Employer Matching Contributions are available for a Hardship Distribution.

## Vanguard Administrative Services Information

### Connect with Vanguard®:

- Online. Log on to Vanguard.com for 24-hour access to information about your account, your Plan's funds, and Vanguard's financial planning and advice services.
- By phone. Get 24-hour access to your account and information about your funds through the automated VOICE® Network at 800-523-1188.
- **With personal assistance.** Vanguard Participant Services associates are available to assist you with transactions and answer your questions at **800-523-1188**, Monday through Friday from 8:30 a.m. to 9 p.m., EST.

**Self Direction of Investments.** All contributions to the Plan on your behalf will be credited to one or more separate accounts established in your name. Plan contributions are held in trust by the Trustee for the exclusive benefit of participating employees and their beneficiaries. Your Plan also designates a default fund, known as a qualified default investment alternative or QDIA, where your contributions will be invested if you have not made an alternative investment election.

Your Plan's default fund is the age appropriate Vanguard Institutional Target Retirement Fund.

**Information About the Investment Options Available in the Plan.** When you are eligible to participate in the Plan, you will be provided with comprehensive information about the investment options available in the Plan, including an explanation of the investment objectives and policies, risk and return characteristics, past and current investment performance (net of expenses), operating expenses, and the type and diversification of assets that make up the portfolio of each fund. You will also receive ongoing updates of this information in the form of prospectuses and shareholder reports for each of the investment options that you have selected for the investment of your Plan contributions. If you have any questions or require more detailed information concerning any investment option, you can contact Vanguard. (See the section entitled "Connect with Vanguard®" for additional information).

**How to Change Investment Directions.** The general rule is that you may change your investment directions among the investment options available in your Plan with respect to your future Plan contributions or existing individual account balances at any time as long as you act in accordance with the investment fund's prospectus or investment guidelines. The Employer will establish uniform and nondiscriminatory policies describing how and when you may provide investment directions.

You are permitted to redeem shares from one fund to purchase shares of another fund under the Plan. Although every effort is made to maintain this exchange privilege, investment companies reserve the right to revise or terminate this privilege, limit the amount of an exchange, or reject any exchange, at any time, without notice. Because excessive exchanges can potentially disrupt the management of a fund and increase its transaction costs, certain limitations are placed on participant exchange activity. Note also, that certain investment options, particularly funds made up of company stock or investment contracts, may be subject to unique restrictions. Please see the prospectuses or investment guidelines for the funds you have selected for more details.

The transfer of existing balances will generally be made the same day if your transaction is received in complete and good order before the close of the New York Stock Exchange (generally 4 p.m., EST), or the earliest cut-off time of the funds involved. Vanguard will send a confirmation of your change to the address on file for you with Vanguard.

If you wish to make a change in investment directions, you can contact Vanguard. (See the section entitled "Connect with Vanguard®" for additional information).

**Responsibility for Investment Losses.** The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act of 1974). If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including the Employer, the Plan Administrator and the Trustee, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give.

For this purpose, investments into the QDIA are deemed to be a result of your investment directions. Because your Plan allows and encourages you to direct your investments and to have access to all pertinent information concerning your investments, the fiduciaries of the Plan will be relieved of liability for the results of your investment decisions, as provided under Section 404(c) of ERISA.

When you direct investments (including investments into the QDIA), your accounts are segregated for purposes of determining the gains, earnings, or losses on these investments. Your account does not share in the investment performance for other participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. There are no guarantees of performance, and neither the Employer, the Plan Administrator, the Trustee, nor any of their representatives provide investment advice or insure or otherwise guarantee the value or performance of any investment you choose. You will be responsible for any expenses and losses resulting from your choice of investments.

**Keeping Track of Your Individual Accounts in the Plan.** Quarterly statements will be mailed to your home address showing the total amounts credited to your individual accounts under the Plan as of the end of each calendar quarter. These statements will reflect all Plan activities including contributions, earnings, investment exchanges, and distributions occurring within your individual accounts during the most recent calendar quarter.

**Rules Regarding Voting Rights in the Plan.** In the event of a mutual fund proxy, shares of mutual funds held in your individual accounts under the Plan will be voted by the Trustee on your behalf as directed by a fiduciary who has been identified to the Trustee (generally, the Plan Administrator). In making voting decisions on the fund shares, the identified fiduciary will direct the Trustee to vote the mutual fund shares in the long-term, economic best interests of Plan participants.

In the event of a proxy for any assets held by an Investment Manager, assets held in your individual accounts under the Plan will be voted by the Trustee on your behalf as directed by the Investment Manager. In making voting decisions on the fund shares, the Investment Manager will direct the Trustee to vote the assets in the long-term, economic best interests of Plan participants.