

SUMMARY PLAN DESCRIPTION

Plan Name:

Your Employer has adopted the qualified retirement plan named above (“the Plan”) to help you and other employees save for retirement.

Your Employer established the Plan by signing a complex legal agreement—the Plan document—which contains all of the provisions that the Internal Revenue Service (IRS) requires. The Plan document must follow certain federal laws and regulations that apply to retirement plans. The Plan document may change as new or revised laws or regulations take effect. Your Employer also has the right to modify certain features of the Plan from time to time. You will be notified about changes affecting your rights under the Plan.

This Summary Plan Description (SPD) summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about certain Plan features or have questions about the information contained in this SPD, you should contact your Plan Administrator. You may also see a copy of the Plan document by making arrangements with your Plan Administrator. Certain terms in the SPD have a special meaning when used in the Plan. These terms are capitalized throughout the SPD and are defined in more detail in the DEFINITIONS section of the SPD. If any information in this SPD conflicts with the terms of the Plan document adopted by your Employer, the terms of the Plan document—not this SPD—will apply.

This SPD summarizes features of your Employer’s current Plan document. When the Plan is being restated (updated), you will receive a revised SPD. When you receive a revised SPD, please note that some provisions from prior versions of your Employer’s Plan document may continue to apply to some of the assets under the Plan. In addition, some provisions under this Plan document may have special effective dates. A summary of any prior Plan provisions or special effective dates (and who is affected by these special provisions) is listed in the sections titled EFFECTIVE DATES and ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA.

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EMPLOYER INFORMATION

Who established the Plan?
 The official name of the Plan is _____
 The Employer who adopted the Plan is _____
 Business Address: _____
 Business City: _____ State: _____ Zip Code: _____
 Business Telephone Number: _____
 Federal Tax Identification Number: _____
 Tax Year End: _____
 Plan Sequence Number: _____

Additional employers may also adopt the Plan. You may obtain a complete list of other employers adopting the Plan and their relationship to your Employer by submitting a written request to your Plan Administrator.

EFFECTIVE DATES

When did the Plan become effective?

New Plan
 The effective date of the Plan is _____.

Amendment & Restatement of a Prior Plan
 Your Employer has amended and restated the Plan, which was originally adopted on _____.
 The effective date of this amended Plan is _____.

This Plan is a frozen Plan effective on _____. You will not be eligible for any additional Employer contributions after this date unless your Employer must make a contribution to meet prior obligations or certain IRS requirements for the year the Plan is frozen.

Special Effective Dates

If indicated on the lines below, certain features of the Plan take effect on the dates listed rather than on the general Plan effective date listed above.

ELIGIBILITY

Q1. What age and/or service requirements do I have to meet before I am eligible to participate in the Plan?
 You will generally become eligible to participate in the Plan after you meet the age and service requirements listed below.

Age: _____

No age requirements apply
 You must attain age _____.

Eligibility Service:

No eligibility service requirements apply.
 You must complete _____ consecutive months of eligibility service, beginning on your date of hire.
 You must complete one year of eligibility service.
 You must complete two years of eligibility service.

You will be credited with a year of eligibility service if

You worked at least _____ hours during the eligibility measuring period. You will need to work _____ hours to avoid a break in eligibility service.
 Not applicable. There is either no service requirement, or the elapsed time method of determining service is used. If the elapsed time method is used (refer to the definition of Hours of Service), no set number of hours will be required and you will incur a break in service for eligibility purposes if you terminate service with your Employer and do not work for a full 12-month period.



Your initial eligibility measuring period will be the 12-month period beginning with your hire date. If you do not satisfy the eligibility requirements during that first measuring period, eligibility will be calculated based on the Plan Year (unless your Employer uses the elapsed time method for determining Hours of Service, then it will continue to follow your anniversary year).

These service requirements will not apply to you, and you will be eligible to enter the Plan on entry date indicated below if you

- were employed by the Employer on _____, and you are included in the following group(s):
 - All Employees.

If you are eligible to enter the Plan based upon this provision, you will enter the Plan on

- the date specified above.
- _____.

If the Plan document is being amended or restated on to a new Plan document and you were eligible to participate in the prior plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

Q2. If I have met the age and service requirements, will I be eligible to participate in the Plan?

You will be eligible to participate in the Plan after meeting certain age and service requirements described in Question 1 above. However, if you are covered by a collective bargaining agreement (for example, a union agreement) and your exclusion from coverage under this Plan was part of the negotiated agreement, or you are a nonresident alien and received no income from within the United States, you will be excluded from the Plan. If you became an employee as a result of a recent merger, acquisition, or similar transaction, you will not be eligible to participate in the Plan during a transition period covering the Plan Year in which the transaction occurred and the following Plan Year.

Q3. When can I enter the Plan?

Once you have met any age and service requirements indicated above, you will enter the Plan

- immediately.
- the first day of the month.
- the first day of the quarter.
- the semi-annual entry date (the first day of the Plan Year and the first day of the seventh month of the Plan Year).
- the first day of the Plan Year.
- other _____

Q4. What happens to my Plan eligibility if I terminate my employment and am later rehired?

Once you meet the eligibility requirements and enter the Plan, you will continue to participate while you are still employed by the Employer, even if you have a break in eligibility service. If you had not yet met the eligibility requirements and had a break in eligibility service, the periods before your break in service will not be taken into account, and you will have to satisfy the eligibility requirements following your break in service. Periods during which you have a break in eligibility service will not count against you if you were absent because you were pregnant, had a child or adopted a child, were serving in the military, or provided certain service during a national emergency (and re-employment is protected under federal or state law), and you start working again for your same Employer within the time required by law.

If you had met the eligibility requirements and were a Participant in the Plan before terminating employment or having a break in eligibility service, and are later rehired, you will enter the Plan immediately.

Q5. Once I am a Plan Participant, what must I do to continue to participate in the Plan?

You will continue to participate in the Plan as long as you do not become a member of an excluded class. If you become a member of an excluded class you will no longer be able to contribute to the Plan. However, your years of vesting service will continue to accumulate as long as you are still employed by the Employer.

CONTRIBUTIONS

Q1. Will my Employer make Money Purchase Pension Contributions to the Plan on my behalf?

Each year that you satisfy the eligibility requirements, a Money Purchase Pension Contribution will be allocated to you using:

- a nonintegrated formula. Under this formula you will receive an amount equal to _____% of your Compensation.
- an integrated formula. Under this formula you will receive a base contribution of _____% of your Compensation up to the integration level. You will receive an additional contribution of _____% on that portion of your Compensation that exceeds the integration level, if you have Compensation above the integration level. The integration level will be:
 - the Taxable Wage Base (\$137,000 for 2020).
 - _____% of the Taxable Wage Base.The Taxable Wage Base will increase as the cost-of-living increases.

Additional Requirements for Money Purchase Pension Contributions

To qualify to receive a Money Purchase Pension Contribution for the Plan Year during which you terminate your employment, you must meet the eligibility requirements for Money Purchase Pension Contributions and must also meet the following requirements.

- You must work at least _____ hours during the Plan Year, or _____ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).
- You must be employed on the last day of the Plan Year.
- No additional requirements apply.

Q2. If I have money in other retirement plans, can I combine it with my money in this Plan?**Rollover Contributions**

You may be allowed to roll over dollars you have saved in qualified plans, 403(b) plans, governmental 457(b) plans, and IRAs into this Plan unless you are part of any excluded class of employees. The Plan will accept rollovers paid directly from the distributing plan to this Plan. The Plan will also accept pre-tax amounts distributed to you and then deposited into this Plan as an indirect rollover contribution. Nondeductible Employee Contributions may not be rolled into this Plan. Your Plan Administrator will provide you with the forms or information needed to determine whether your prior plan or pre-tax portion of your IRA balance is qualified to be rolled over into this Plan and whether you meet the eligibility requirements for a rollover. You are always 100% vested in your rollover contributions.

Transfer Contributions

You may be allowed to transfer dollars you have saved in other retirement arrangements into this Plan. Your Plan Administrator will provide you with the forms or information needed to determine whether your prior plan balance is qualified to be transferred into this Plan. You are always 100% vested in your transfer contributions.

Q3. Will I receive a top-heavy minimum contribution in years the Plan is top-heavy?

In any year the Plan is top-heavy, the Employer may need to make an additional contribution for Participants who are not Key Employees.

Q4. Are there any limits on how much can be contributed for me?

You may not have total contributions of more than \$57,000 (in 2020) or an amount equal to 100% of your Compensation, whichever is less, allocated to the Plan for your benefit each year. This limit will increase as the cost of living increases.

Q5. Will contributions be made for me if I am called to military service?

If you are reemployed by your Employer after completing military service, you may be entitled to receive certain make-up contributions from your Employer. Contact your Plan Administrator for more information about your options under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

Q6. If I die or become Disabled during military service, will the time I was providing military service be considered for determining whether I will receive Employer contributions?

Yes No **Employer Contributions**

If "Yes" is selected, your Employer will treat you as if you had been reemployed on the day before your death or disability and terminated on the day of death or disability to determine your Plan contributions. No matter which box is selected above, if you die, your Employer will treat you as if you had been reemployed on the day before your death and terminated on the day of your death to determine all of your benefits under the Plan other than contributions.

VESTING AND FORFEITURES**Q1. Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan?**

Money Purchase Pension Contributions will be subject to a vesting schedule and could be forfeited if you terminate your employment or experience a break in service. You will earn the right to a greater portion of your Money Purchase Pension Contributions the longer you work for your Employer as outlined in the schedule below.

EXAMPLE: Your Employer has selected Option 3 below. You have worked for your Employer for four years and have received Money Purchase Pension Contributions of \$1,000. You terminate employment and request a distribution of your Money Purchase Pension Contribution balance. Because you have four years of vesting service, you will receive 60% or \$600.

The following vesting schedule will apply to Money Purchase Pension Contributions.

YEARS OF VESTING SERVICE	MONEY PURCHASE PENSION CONTRIBUTION VESTED PERCENTAGE				
	<input type="checkbox"/> Option 1	<input type="checkbox"/> Option 2	<input type="checkbox"/> Option 3	<input type="checkbox"/> Option 4 (Complete if chosen)	<input type="checkbox"/> Option 5 (Complete if chosen)
Less than One	100%	0%	0%	_____ %	_____ %
1	100%	0%	0%	_____ %	_____ %
2	100%	0%	20%	_____ % (not less than 20%)	_____ %
3	100%	100%	40%	_____ % (not less than 40%)	100%
4	100%	100%	60%	_____ % (not less than 60%)	100%
5	100%	100%	80%	_____ % (not less than 80%)	100%
6	100%	100%	100%	100%	100%

Year of Vesting Service

Generally, all of your Years of Service with the Employer count toward determining your vested percentage, and you will be credited with a year of vesting service if you are paid or entitled to pay from the Employer during the Plan Year. However, if your Employer uses the elapsed time method of determining service for vesting (refer to the definition of Hours of Service), then a year of vesting service will be based on each 12-month period coincident starting with your date of hire.

You will be credited with a year of vesting service if

- _____ hours were worked during the Plan Year. You will need to work _____ hours to avoid a break in vesting service.
- Not applicable. The Plan uses the elapsed time method of determining service for vesting (refer to the definition of Hours of Service). You will incur a break in service for vesting purposes if you terminate service with your Employer and do not work for a full 12-month period.

You will not earn credit toward vesting for the years

- before you reached age 18.
- before the Employer maintained this Plan.

Although your Employer has adopted a vesting schedule, your balance will become 100% vested when you reach Normal Retirement Age, when the Plan is terminated, when contributions to the Plan are discontinued, or when you die, become Disabled (including if you become Disabled while providing military service), or reach the Early Retirement Age.

Q2. What happens to my nonvested percentage if I terminate employment?

If you terminate employment, you will always retain the right to the vested portion of your Plan balance. If you do not take a distribution, the nonvested portion of your Plan balance will be placed in a suspense account, and will be restored to you if you are rehired before five breaks in vesting service have occurred. If you decide to take a payment of the entire vested portion of your balance, your nonvested portion will be forfeited. If you are rehired before five breaks in vesting service occur, your forfeited amount will be restored if you repay to the Plan the full amount of your payment. Forfeitures may be used to pay the Plan's administrative expenses. Forfeitures may also be used to reduce future Employer contributions to the Plan.

DISTRIBUTIONS AND LOANS

Q1. Will I ever be required to take my money out of the Plan?

When you are required to take your money out of the Plan varies depending on your Plan balance, your age, and whether you are still employed.

Cashouts at Termination of Employment

If your vested balance at the time you terminate from employment is less than or equal to \$1,000, you must take it out of the Plan when you terminate employment. If you do not tell your Plan Administrator what to do with your account under the Plan (for example, roll it over to an IRA), your Plan Administrator will distribute your Plan account as a lump sum.

If your balance is greater than \$1,000, even if you terminate service, you are not required to take a payment from the Plan until the age 70½ required distribution rules apply to you. However, if your Employer chooses, your balance may be immediately distributed to you if you have separated from service and reached the later of age 62 or the Plan's Normal Retirement Age.

Rollover contributions will be included in determining your balance for these cashout purposes.

Required Minimum Distributions

You will be required to begin taking required minimum distributions (RMDs) upon your Required Beginning Date. These distributions will generally be required to start when you attain age 70½. The Plan's Required Beginning Date is found in the DEFINITIONS section of this SPD.

Q2. What contributions are available to me if I terminate employment before I reach Normal Retirement Age?

Once you are no longer working for your Employer, you may access the vested portion of your balance in the Plan.

Q3. Can I withdraw money from the Plan while I am still employed?

The Plan is designed to help you build an account that will help support you during your retirement years. However, you will be able to take certain distributions from the Plan while you are still working for your Employer. You may request a distribution of your rollover and transfer contributions at any time. In addition, you may request a distribution of the entire vested portion of your Plan balance if you become Disabled. You may take a payment from your Money Purchase Pension account while you are still employed but only after you reach Normal Retirement Age.

Q4. How will my money be distributed to me if I request a payment from the Plan?

You may choose from the following options for your payment.

- Lump sum
- Non-recurring partial payments
- Installment payments
- Annuity contract

If your distribution is eligible to be rolled over, you may choose to have your distribution paid to another eligible retirement arrangement. Contact the Plan Administrator for the documentation and procedures that apply to rollovers.

Q5. How do I request a payment?

You (or your beneficiary) must complete a payment form that is provided by or approved by the Plan Administrator or follow other procedures defined by the Plan Administrator for processing distributions. Your distribution will begin as soon as administratively feasible following your request for a distribution.

Q6. What if I die before receiving all of my money from the Plan?

If you die before taking all of your assets from the Plan, the remaining balance will be paid to your designated beneficiary. If you do not name a beneficiary and you are married, your spouse will be your beneficiary. If you do not name a beneficiary and you are not married, your remaining balance in the Plan will be paid to your estate.

To designate your beneficiary, you must complete the beneficiary designation form or follow alternate procedures established by the Plan Administrator. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. It is important to review your designation from time to time and update it if your circumstances change (for example, a divorce, or death of a named beneficiary).

Your beneficiary will generally have the same options regarding the form of the distribution that are available to you as a Participant. If the balance is greater than \$5,000, your beneficiary may be required to take the payments in the form of a life annuity, unless the annuity has been properly waived by you (and your spouse, if applicable) during your lifetime. Your spouse beneficiary may also have the option of rolling the distribution into an IRA.

If you die after your Required Beginning Date, your beneficiary must continue taking distributions from the Plan at least annually. If you die before your Required Beginning Date, your beneficiary may have the option of (1) taking annual payments beginning the year following your death (or the year you would have reached age 70½, if your spouse is your beneficiary), or (2) delaying their distribution until the year containing the fifth anniversary of your death, provided they take the entire amount remaining during that fifth year.

The Plan permits beneficiaries to directly roll over their portion of the individual account to an inherited IRA. Such a distribution must otherwise qualify as a distribution that is eligible to roll over.

Q7. If I am married, does my spouse have to approve my distributions from the Plan?

If you are married, you must get written consent from your spouse to take a distribution from the Plan in any form other than a qualified joint and survivor annuity, or to name someone other than your spouse as your beneficiary. The annuity would need to be structured to provide a benefit while you are both alive and then to provide a survivor benefit that is equal to 50% of the amount you received while you were both living. The Plan Administrator will provide you with more information regarding your annuity options when it comes time for you to make a payment decision. The Plan Administrator's payment request forms or other procedures established by the Plan Administrator will provide you and your spouse the option to waive the annuity and take the payment in some other form permitted by the Plan. Your spouse must also consent to any Plan loans that you request.

In addition to a qualified joint and survivor annuity, a second type of annuity called a qualified optional survivor annuity is available. This additional payment choice simply gives you more flexibility when choosing an appropriate distribution option. The Plan Administrator will give you more information about all of your payment options when you are ready to take a distribution.

Q8. Do any penalties or restrictions apply to my payments?

Generally, if you take a payment from the Plan before you are age 59½, a 10% early distribution penalty will apply to the taxable portion of your payment. There are some exceptions to the 10% penalty. Your tax advisor can assist you in determining whether you qualify for a penalty exception.

If your payment is eligible to be rolled over and you take the payment rather than rolling it over to another retirement arrangement, 20% of the taxable portion of your payment will be withheld and sent to the IRS as a credit toward the taxes you will owe on the payment amount.

EXAMPLE: You request a \$10,000 payment from your Plan balance. If the amount is eligible to be rolled over to another plan, but you choose not to roll it over, you will receive \$8,000 and \$2,000 will be sent to the IRS.

Q9. What if the Plan is terminated?

If the Plan is terminated, you will be required to take your entire account balance from the Plan.

Q10. Can I take a loan from the Plan?

- No. The Plan does not allow you to take a loan from your account under the Plan. If "No" is selected, the remainder of this Question 10 and Questions 11 and 12 below do not apply to the Plan.
- Yes. Although the Plan is designed primarily to help you save for retirement, you may take a loan from the Plan if the loan is used for
 - any purpose.
 - to purchase your principal residence.
 - to pay for post-secondary tuition for you or your immediate family.
 - to pay medical expenses for you or your immediate family.
 - to pay rent or mortgage payments to prevent eviction or foreclosure from your principal residence.
 - to pay funeral expenses.
 - to pay uninsured damage to your principal residence.
 - other _____

You will be permitted to have only _____ loan(s) outstanding at any time.

The maximum loan amount available to you will be

- \$50,000 or one-half of your vested balance in the Plan, whichever is less.
- other _____

No loans will be issued for less than \$ _____. A portion of your Plan balance will be pledged as security for your loan.

These loan provisions are effective: _____.

Q11. How do I apply for a loan?

To apply for a loan you must complete and submit the loan application provided (or approved) by the Plan Administrator and pay any applicable loan fees. Your loan administrator is _____.

You can contact your loan administrator at:

Business Address: _____

Business Telephone: _____

The loan administrator will administer the loan program and will consider the following when reviewing your loan request:

- The vested portion of your account.
- Other _____

The interest rate for your loan will be computed using the

- prime rate (as specified in the Wall Street Journal).
- prime rate (as specified in the Wall Street Journal) plus _____%.
- other _____

Q12. What if I don't repay my loan?

You will be required to repay the loan amount (plus interest) to the Plan. If you default on the loan, you will be taxed on the taxable portion of the outstanding loan balance (plus interest) and will be subject to a 10% penalty if you are under age 59½. The following events will cause a loan default:

- failure to remit payment in a timely manner as required under the loan agreement (*required*).
- breach of any of your obligations or duties under the loan agreement (*required*).
- terminating employment.
- other (*specify*): _____

If you default on your loan for failing to make your scheduled loan payments, you will not be taxed on the taxable portion of the outstanding loan balance (plus interest) if you make up the missed payments

- before the end of the quarter following the quarter in which the default occurred.
- by _____.
- immediately.

If you have a loan outstanding when you terminate employment and terminating employment is a loan default event, you will not be taxed on the taxable portion of the outstanding loan balance (plus interest) if you repay the loan

- by the end of the quarter following the quarter in with the default occurred.
- by _____.
- immediately.

DEFINITIONS

Adverse Determination – An Adverse Determination is a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of your or your beneficiary's eligibility to participate in the Plan.

Compensation – Generally the amount of your earnings from your Employer taken into account under the Plan is all earnings reported to you on Form W-2. Compensation will include certain amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) plan, a 414(h) governmental pick-up plan, a 457 deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits.

If you receive payments from your Employer within 2½ months after severing your employment, any regular pay for services you performed before severance will be included in Compensation. However, unused accrued sick, vacation or other leave that you are entitled to cash out and amounts received under a nonqualified unfunded deferred compensation program will be excluded from Compensation. Amounts deemed to be compensation that relate to an automatic enrollment cafeteria plan where you fail to provide proof of insurance will also be excluded when determining your Compensation.

If your Employer chooses to provide differential pay to you while you are on active duty with the uniformed services for a period of more than 30 days, the pay will be considered additional Compensation paid to you for purposes of determining Plan contributions. See your Plan Administrator to determine if your Employer provides differential pay.

The measuring period for Compensation will be the Plan Year unless a different measuring period is required by law or regulations (for example, certain compliance tests). Generally, only Compensation paid to you after becoming a Participant will be considered. The maximum amount of your Compensation that will be taken into account under the Plan is \$285,000 (for 2020). This amount will increase as the cost of living increases.

Disabled – You will be considered Disabled if you cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months.

Employer – The Employer who adopted this Plan is _____. Your Employer will also serve as the Plan Administrator, as defined in the Employee Retirement Income Security Act (ERISA), who is responsible for the day-to-day operations and decisions regarding the Plan, unless a separate Plan Administrator is appointed for all or some of the Plan responsibilities.

Highly Compensated Employee – A Highly Compensated Employee is any employee who

- 1) was more than a 5% owner at any time during the year or the previous year, or
- 2) for the previous year had compensation from the Employer greater than \$130,000 (for 2020). This amount will increase as the cost-of-living increases.

Hours of Service – Service will be based on the

- elapsed time method. You will get service credit for the period of time from your first day of employment through the date you incur a break in service.
- hours of service method. You will get service credit for:
 - the actual hours for which you are entitled to pay.
 - 10 hours for each day you work.
 - 45 hours for each week you work.
 - 95 hours for each semi-monthly payroll period you work.
 - 190 hours for each month you work.

Key Employee – Any employee in the current year or previous year who is

- 1) an officer of the Employer whose annual compensation is greater than \$185,000 (for 2020),
- 2) a more than 5% owner of the Employer, or
- 3) a more than 1% owner of the Employer who has compensation of more than \$150,000 will be classified as a Key Employee.

The \$185,000 amount for officers will increase as the cost-of-living increases.

Money Purchase Pension Contribution – A Money Purchase Pension Contribution is a contribution your Employer will make into the Plan for Participants who meet the eligibility requirements each year based on the formula in the Plan document.

Normal Retirement Age –

- Age _____.
- Age _____ or the _____ anniversary of the first day of the Plan year in which you became a Plan Participant, whichever is later.

Participant – An employee of the Employer who has satisfied the eligibility requirements and entered the Plan.

Plan – The Plan described in this SPD is the _____.

Plan Administrator – Your Employer is responsible for the day-to-day administration of the Plan and is the Plan Administrator unless an appointed Plan Administrator is named in the ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA section of this SPD.

Plan Year – The Plan Year is

- the 12-month period which is the same as your Employer's tax year.
- the calendar year.
- other _____.

Predecessor Employer Service – If you have worked for the employer(s) listed below, you will receive credit for Hours of Service for the following purposes:

- Eligibility.
- Vesting.
- Allocation of contributions.

Name of Predecessor Employer(s): _____

You will be eligible to receive credit for Hours of Service worked with a Predecessor Employer(s) if you meet the following additional requirements:

Required Beginning Date – When you reach age 70½ you will generally need to begin taking a portion of your balance out of the Plan each year. This distribution is called a required minimum distribution, or RMD. If you continue to work for your Employer after age 70½, you may be allowed to delay required distributions until you actually stop working for your Employer unless you own more than 5% of the Employer. If you own more than 5% of the Employer, you will need to begin taking payments at age 70½ even if you are still employed. The annual required distribution amount is generally based on your account balance divided by a life expectancy factor outlined in retirement plan regulations.

Taxable Wage Base – The Social Security Administration sets a contribution and benefit base level each year that is referred to as the Taxable Wage Base.

INVESTING YOUR PLAN ACCOUNT

Q1. What investments are permitted under the Plan?

Your Plan Administrator (or someone appointed by your Plan Administrator) will select a list of investments that will be available under the Plan. The list of Plan investments may change from time to time as the Plan Administrator considers appropriate investment alternatives.

Life insurance investments will will not be available under the Plan.

Qualifying longevity annuity contracts (QLAC) will will not be available under the Plan.

A QLAC is a deferred annuity that requires payments to begin to you at a specific age (no later than age 85, as adjusted for mortality). You will be required to begin taking required minimum distributions (RMDs) upon your Required Beginning Date. These distributions will generally be required to start when you attain age 70½. Typically, these RMDs are based on your entire account balance. However, amounts that you invest in a QLAC will not be included when determining those minimum amounts until you reach the age specified in the QLAC documents.

A QLAC is an annuity, other than a variable annuity, indexed annuity, or similar contract, that is designed to ensure that you do not outlive your retirement savings by providing for a stream of income over your lifetime and possibly the lifetime of your beneficiary depending on the type of annuity you chose. This type of annuity will not have a cash surrender value and you will not be able to take a lump sum distribution from the annuity. However, subject to any restriction contained in the specific annuity contract, you may be able to move your investment in a QLAC back into a non-QLAC investment under the Plan. Any assets moved from a QLAC into another investment under the Plan will mean that the assets will be subject to the RMD rules described above on your Required Beginning Date.

There are limits on the premium payments you can make to a QLAC each year. In general, your premium payments for a QLAC cannot be more than 25% of your account balance under the Plan or \$135,000 (for 2020, this amount will increase as the cost-of living increases) whichever is less. The limit of \$135,000 includes premium payments made on your behalf from all other retirement plans and any individual retirement arrangements (IRAs) you may have. If you are using your retirement assets to invest in multiple QLACs and you have exceeded these limits, you must notify the Plan Administrator within a reasonable timeframe to ensure that the excess is moved to a non-QLAC investment no later than December 31 of the year following the year in which the excess occurred. The Plan Administrator is entitled to rely on the information you provide regarding any QLACs you have invested in outside of this Plan.

Further information on the investment and distribution requirements related to the QLAC can be obtained from the Plan Administrator or the financial organization that is providing the QLAC.

Q2. Am I responsible for selecting the investments for my account under the Plan?

No. The Plan Administrator is responsible for selecting appropriate investments for your Plan contributions. The value of your account under the Plan will change based on the performance of specific investments selected for your account. The Plan Administrator may adjust your Plan investments from time to time as the Plan Administrator considers appropriate.

Yes. You have the right to decide how some or all of your Plan account will be invested. The Plan Administrator will establish administrative procedures that you must follow to select your investments. If you do not select investments for your Plan account, the Plan Administrator will determine how your account will be invested. The Plan Administrator will provide you with information regarding the range of permissible investments. You should carefully review the investment prospectus or other available information before making your investment selections. Contact the Plan Administrator if you are not certain whether a particular investment is permitted under the Plan.

Yes No. **ERISA Sec. 404(c) Plan**

If "Yes" is selected, the Plan Administrator intends to operate this Plan in compliance with the requirements pertaining to Participant direction of investments in Section 404(c) of ERISA, and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that the Plan Administrator and others in charge of the Plan will not be responsible for any losses that result from investment instructions given by you or your beneficiary.

Q3. How frequently can I change my investment elections?

You may change your investment selections at times designated by the Plan Administrator.

Q4. What if my account contains publicly traded Employer stock?

You are able to change your investments in Employer stock held within your account, if applicable. This rule allows you to invest your account in a broader range of investments that are offered by your Plan Administrator, which may help you to increase your earnings and/or lessen your risk. If the Plan previously placed restrictions on selling the Employer stock held in your account, please review the "Notice of Right to Diversify Employer Securities" you previously received or ask the Plan Administrator for a copy if you need an additional copy. If you have additional questions, please ask the Plan Administrator for more information.

ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA

The Plan Trustee is:

Trustee Name:

Title:

Business Address:

Business Telephone:

The Plan Custodian is:

Financial Organization: **TD Ameritrade, Inc.**

Name and Title: **Staci Sullivan – Managing Director**

Business Address: **PO Box 2760, Omaha, NE 68103-2760**

Q1. Who is responsible for the day-to-day operations of the Plan?

Your Employer is responsible for the day-to-day administration of the Plan unless a Plan Administrator is appointed below. If no Plan Administrator is appointed below, your Employer will be the Plan Administrator.

Appointed Plan Administrator

Your Employer has appointed the following Plan Administrator to handle the day-to-day operation of the Plan.

Plan Administrator Name:

Business Address:

Business Telephone:

To assist in operating the Plan efficiently and accurately, your Employer may appoint additional persons or organizations to act on its behalf or to perform certain functions.

Q2. Who pays the expenses for operating the Plan?

All reasonable Plan administration expenses, including those involved in retaining necessary professional assistance, may be paid from the assets of the Plan. These expenses may be allocated among you and all other Plan Participants or, for expenses directly related to you, charged against your account balance. Examples of expenses that may be directly related to you include fees for processing your distributions or loans (if applicable), processing qualified domestic relations orders, and processing your Plan investment direction, if applicable. Finally, the Plan Administrator may, in its discretion, pay any or all of these expenses. For example, the Plan Administrator may pay expenses for current employees, but may deduct the expenses of former employees directly from their accounts. The Plan Administrator will provide you with a summary of all Plan expenses and the method of payment of the expenses periodically, as required, and upon request.

Q3. Does my Employer have the right to change the Plan?

The Plan will be amended from time to time to incorporate changes required by the law and regulations governing retirement plans. Your Employer also has the right to amend the Plan to add new features or to change or eliminate various provisions. An employer cannot amend the Plan to take away or reduce protected benefits under the Plan (for example, the Employer cannot reduce the vesting percentage that applies to your current balance in the Plan).

Your Employer has elected to retain the following provisions from prior versions of the Plan for certain Plan assets.

Q4. Does participation in the Plan provide any legal rights regarding my employment?

The Plan does not intend to provide, and does not provide, any additional rights to employment or constitute a contract for your employment. The purpose of the SPD is to help you understand how the Plan operates and the benefits available to you under the Plan. The Plan document is the legal document that controls the operation of (and rights granted under) the Plan. If there are any inconsistencies between this SPD and the Plan document, the Plan document will be followed.

Q5. Can creditors or other individuals request a payment from my Plan balance?

Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One major exception to this rule is that your Plan Administrator may distribute or reallocate your benefits in response to a qualified domestic relations order. A qualified domestic relations order is an order or decree issued by a court that requires you to pay child support or alimony or to give a portion of your Plan account to an ex-spouse or legally separated spouse. The Plan Administrator will review the order to ensure that it meets certain criteria before any money is paid from your account. You (or your beneficiary) may obtain, at no charge, a copy of the procedures the Plan Administrator will use for reviewing and qualifying domestic relations orders.

Q6. How do I file a claim?

To claim a benefit that you are entitled to under the Plan, you must file a written request with the Plan Administrator. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize the Plan Administrator to conduct any necessary examinations and take the steps to evaluate your claim.

Q7. What if my claim is denied, in whole or in part?

Non-Disability Determination

Except as described below, if your claim is denied (in whole or in part), your Plan Administrator will provide you (or your beneficiary) with notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 90 days after the date your claim was filed. The 90-day time period may be extended for up to 90 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 90-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary; and
- iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review.

Disability Determination

Except as described below, if your disability claim is denied, (in whole or in part), your Plan Administrator will provide notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 45 days after the date your claim was filed. The 45-day time period may be extended for up to 30 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

If, before the end of the 30-day extension, your Plan Administrator determines that, due to matters beyond the control of the Plan, a decision regarding your claim cannot be made within the 30-day extension, the period for making the decision may be extended for an additional 30 days, provided that your Plan Administrator notifies you, in writing or in any other allowable format, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date by which a decision is expected to be made regarding your claim. The notice will specifically explain the standards on which the approval of your claim will be based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days within which to provide the specified information.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;
- iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the ERISA following a claim denial on review;
- v. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - the views you presented to the Plan of the health care professionals treating you and the vocational professionals who evaluated you;
 - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your Adverse Determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - a disability determination you presented the Plan made by the Social Security Administration;
- vi. If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.
- vii. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was 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
- viii. A statement that the 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 for benefits.

Q8. May I appeal the decision of the Plan Administrator?

Non-Disability Determination

You or your beneficiary will have 60 days from the date you receive the notice of an Adverse Determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 60 days after the date your request for review was filed. The 60-day time period may be extended for up to 60 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any allowable format, or in any other allowable format, before the end of the initial 60-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your appeal is filed. If the period of time is extended because you fail to submit information necessary to decide your appeal, the period for approving or denying your appeal will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

In the case of an Adverse Determination, the notification will provide the following:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. 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; and
- iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA.

Disability Determination

You will have 180 days from the date you receive the notice of an adverse benefit determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your claim will be reviewed independent of your original claim and will be conducted by a named fiduciary of the Plan other than the individual who denied your original claim or any of his or her employees.

In deciding an appeal of an Adverse Determination that is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

Your Plan Administrator will provide you with the name(s) of the health care professional(s) who was consulted in connection with your original claim, even if the Adverse Determination was not based on his or her advice. The health care professional consulted for purposes of your appeal will not be the same person or any of his or her employees.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 45 days after the date your request for review was filed. The 45-day period may be extended for up to 45 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 60 days after the date your request for review was filed. The 60-day time period may be extended for up to 60 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any allowable format, or in any other allowable format, before the end of the initial 60-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information. Your Plan Administrator will provide you, free of charge, any new or additional evidence that was considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination for your claim as well as any new or additional rationale that was the basis of the benefit determination for your claim. Such new or additional information will be provided as soon as possible and sufficiently in advance of the date on which the notice of the Adverse Determination is required to be provided to you so that you will have a reasonable opportunity to respond.

In the case of an Adverse Determination, the notification will include:

- i. The specific reason or reasons for the Adverse Determination;
- ii. Reference to the specific section of the Plan on which the Adverse Determination is based;
- iii. 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;
- iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA, including any contract limitations period that applies to your right to bring such action and the calendar date on which the limitation period expires;
- v. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - the views you presented to the Plan of the health care professionals treating you and the vocational professionals who evaluated you;
 - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your Adverse Determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - a disability determination you presented the Plan made by the Social Security Administration;
- vi. If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.
- vii. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was 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.

Q9. If I need to take legal action that involves the Plan, who is the agent for service of legal process?

The person who can be served with legal papers regarding the Plan is:

Name:

Address:

The Plan Administrator and the Plan trustee(s) can also be served with required legal documents.

Q10. If the Plan terminates, does the federal government insure my benefits under the Plan?

If the Plan terminates, you will become fully vested in your entire balance under the Plan, even though you would not otherwise have a sufficient number of years of vesting service to be 100% vested in your balance. You will be entitled to take your entire balance from the Plan following termination.

The type of plan in which you participate is not insured by the Pension Benefit Guarantee Corporation, the government agency that insures certain pension plan benefits upon plan termination.

Q11. What are my legal rights and protections under the Plan?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to do the following.

Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all Plan 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.
2. Obtain, upon request to the Plan Administrator, copies of documents governing the operations of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may charge a reasonable fee for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report.
4. Obtain, once a year, a statement of the total pension benefits accrued and the vested pension benefits (if any) or the earliest date on which benefits will become vested. The Plan may require a written request for this statement, but it must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the 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.

Enforce Your Rights

If your claim for a 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 may take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits 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 or a medical child support 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 the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds your claim is frivolous.

Assistance with Your Questions

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

Further, if this Plan is maintained by more than one employer, you may obtain a complete list of all such employers by making a written request to the Plan Administrator.

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