

# **SUMMARY PLAN DESCRIPTION**

## **INGRAM RETIREMENT PLAN**

***Updated as of February 1, 2020***

### ***Important Note***

*This booklet is called a Summary Plan Description (“SPD”) and is intended to provide a brief description of the Plan’s features. Complete details of the Plan are contained in the Plan document. If there is a difference between this booklet and the Plan document, the Plan document (available in your Pension and 401(k) Department) will govern.*

## Plan Highlights

The following information contains highlights of the Plan.  
Please read the entire Summary Plan Description for more details.

### Joining the Plan

The Plan is closed to Associates hired on or after January 1, 2005.

### Purpose of the Plan

The purpose of the Plan is to help you prepare for retirement. It has been designed to work in conjunction with Social Security and the Ingram 401(k) Plan.

### Funded by Company Contributions

The Plan is funded by Company contributions.

### Accrued Benefit

Your Accrued Benefit (that is, the annual benefit you have earned under the Plan at any time) will be based on your Final Average Compensation, your Social Security Maximum Wage Base Average and your Years of Credited Service under the Plan. **The Company froze all benefit accruals under the Plan as of December 31, 2010. Your accrued benefit on any subsequent date will be your accrued benefit on December 31, 2010.**

### Vesting

Vesting refers to your rights to Plan benefits. You earn one year of vesting service for each year that you work 1,000 hours.

### Leaving the Company

If you are vested in your Accrued Benefit when you leave the Company, you will normally receive an annual benefit from the Plan commencing as of your Normal Retirement Date or, if later, following your retirement with the Company. If you prefer, you may elect to have your benefit commence as early as age 55.

### Amendment and Termination

The Company reserves the right to amend or terminate the Plan. If the Plan terminates, your Accrued Benefit will become 100% vested, that is, nonforfeitable.

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## Introduction

Retirement planning is a subject that has become increasingly important. All of us think ahead to the days when we will be able to do the things we have always wanted to do and enjoy the activities we never had time for during the years we were busy working. When those days arrive, we want to be sufficiently independent to be able to live comfortably, with our minds free of financial worries.

The purpose of the Ingram Retirement Plan (the "Plan") is to help provide you with the income you will need for your retirement. The Plan provides a basic retirement benefit which will supplement the Social Security benefits you receive following your retirement.

Your personal financial security is one of life's most important objectives. The Company shares your concern and offers the Plan as one way to help you build a strong financial future.

***NOTE:** As of December 31, 2004, the Midland Enterprises Retirement Plan (the "Midland Plan") was merged into this Plan. Any benefit you had accrued under the Midland Plan will be paid from this Plan after that date.*

***NOTE: Since Associates hired on or after January 1, 2005 are not eligible to participate in the Plan and all benefit accruals were frozen as of December 31, 2010, this booklet only applies to Associates who were hired before January 1, 2005 and only involves the benefits they had accrued under the Plan as of December 31, 2010.***

## Contacting John Hancock (Website and Phone Service)

To help with your retirement planning, you may determine your Accrued Benefit under the Plan (and your vested interest therein), and model retirement alternatives, 24 hours a day, seven days a week, over an automated telephone system or internet site offered by John Hancock Retirement Plan Services, LLC ("John Hancock"). John Hancock's system also allows you access to a Participant Service Representative if you call between the hours of 8:00 AM and 10:00 PM Eastern Time (ET) any business day (a day on which the New York Stock Exchange is open).

*The contact information for John Hancock's telephone service and internet site is:*

- *24 hours a day via either the internet at [www.mylife.jhrps.com](http://www.mylife.jhrps.com) or an automated telephone system at 800.294.3575.*
- *8AM to 10PM Eastern Time on any business day the New York Stock Exchange is open by calling 800.294.3575 to speak with a Participant Service Representative.*

Contact your Human Resources Department if you have any questions about using this service.

## ***Important Definitions***

First, let's define the following terms to be used in this summary:

**Accrued Benefit** - The annual benefit earned as of December 31, 2010, or date of termination, if earlier, and payable as a straight life annuity at Normal Retirement Date based on the formula set forth on page 5.

**Final Average Compensation** - This is the average of your Compensation received during the 5 consecutive Years of Credited Service within the last 10 Years of Credited Service which produces the highest average. **Your Compensation for any period after 2010 will be disregarded for all purposes and your Final Average Compensation will be the amount of your Final Average Compensation on December 31, 2010.**

**Company** - Ingram Industries Inc.

**Compensation** - Your base compensation from the Employer including the straight time portion of overtime, shift differential, commissions and trip pay, (excluding, however, any bonuses, severance payments, expense allowances, reimbursed expenses, premium portion of trip pay and other extraordinary compensation), and including any pre-tax contributions you may have made to the Company's 401(k) plan and/or Section 125 cafeteria plan. You should be aware, however, that compensation used for Plan purposes will be limited to the amount established by the Internal Revenue Service rules (for example, the maximum compensation limit for 2010 compensation was \$245,000). **Also, your compensation for any period of time after December 31, 2010 will be disregarded for all purposes.**

**Early Retirement Date** - The first day of the month coinciding with or next following the date on which you reach age 55.

**Employer** - Ingram Industries Inc. and any affiliate adopting the Plan.

**Hour of Service** - Each hour for which you are paid, or entitled to be paid, from the Employer, including hours you are paid for vacation, holiday, illness, layoff, jury or military duty or leave of absence. However, no more than 501 Hours of Service will be credited to you for any single continuous period, except military leave, during which you are not actually working. No hours are granted for worker's compensation or maintenance and cure. If you are not paid on an hourly basis, an hours equivalency will be used to determine your hours of service.

**Normal Retirement Date** - The first day of the month coinciding with or next following your 65th birthday.

**Plan Year** - The period on which the administrative and financial records are maintained. The Plan Year is the 12-month period beginning January 1 and ending December 31.

**Prior Plan** - The Midland Enterprises Inc. Salaried Retirement Plan and the Midland Enterprises Inc. Retirement Plan.

**Social Security Maximum Wage Base Average** - The maximum amount of Compensation on which your Social Security benefits are based according to your year of birth and assuming you have always received wages at least equal to those subject to tax under FICA (Federal Insurance Contributions Act). Your Social Security Maximum Wage Base Average will be determined based on the year you terminate your employment with the Company or 2010, if earlier. This base (table) is provided by the IRS.

**Year of Credited Service** - You will earn a Year of Credited Service for each Plan Year in which you complete at least 1,000 Hours of Service (or 100 days of service if you are a maritime associate).

If you were a Midland Associate prior to January 1, 2003, your Credited Service prior to January 1, 2003 will be determined in accordance with your Prior Plan. In addition, you will receive a partial Year of Credited Service for the period between your 2002 employment anniversary and December 31, 2002, provided you worked at least one hour in that period.

**In either event, your Years of Credited Service after December 31, 2010 will be disregarded for all purposes.**

**Year of Vesting Service** - You will be credited with a Year of Vesting Service for each Plan Year in which you complete at least 1,000 Hours of Service (100 days of service if you are a maritime associate).

If you were a Midland Associate prior to January 1, 2003, your Vesting Service prior to January 1, 2003, will be determined in accordance with your Prior Plan. In addition, you will receive a full Year of Vesting Service for the period that began on the anniversary of your employment year in 2002 and ended on December 31, 2002, provided you worked at least one hour in that period.

***NOTE:*** *If you were an Orgulf or ORCO Associate who transferred into this plan in 2003 or 2004, special service accrual rules may apply. Your service prior to your transfer date will not be less than the service you had accrued under any prior plan in which you participated.*

***NOTE ALSO:*** *If you leave employment for certain periods of military service and are reemployed, you will be eligible to receive service credit for those periods of qualified military service in accordance with the rules under the Uniformed Services Employment and Reemployment Rights Act of 1994 and subject to the Plan's December 31, 2010 freeze date. You should contact your Pension and 401(k) Department if you have any questions regarding this provision.*

## ***Joining the Plan***

### **Eligibility**

The Plan is closed to Associates hired on or after January 1, 2005.

## ***Normal Retirement Benefit***

### **Calculation of Normal Retirement Benefit**

Your normal retirement benefit under the Plan will be determined by the following formula:

**Basic Benefit** - 1% of your Final Average Compensation multiplied by your Years of Credited Service (maximum of 5 years) plus 1.3% of your Final Average Compensation multiplied by your Years of Credited Service over 5 years.

***Plus***

**Excess Benefit** - .65% of your Final Average Compensation above your Social Security Maximum Wage Base Average multiplied by your Years of Credited Service (maximum of 35 years).

**Note:** In no event will your benefit under the Plan be less than the benefit accrued under your Prior Plan as of December 31, 2002. Your Normal Retirement Benefit may be reduced by benefits payable from the Chotin Profit-Sharing Trust, the Eastern Enterprises Headquarters Plan, the Potts Industries Plan, the Midland Enterprises Retirement Plan for Certain Represented Employees or any other retirement plan to which the Company made contributions on your behalf.

**Notwithstanding the foregoing, your Normal Retirement Benefit will be the amount of that benefit as of December 31, 2010.**

## Payment of Normal Retirement Benefit

If you retire on your Normal Retirement Date, payment of your monthly benefit will normally commence as soon as administratively practical following your retirement.

### EXAMPLE 1

#### “Basic Benefit” Facts

- \* Final Average Compensation -- \$25,000
- \* Total Years of Credited Service -- 20 years

#### “Excess Benefit” Facts

- \* Social Security Maximum Wage Base Average = \$35,100  
(birth year, 1935)
- \* Final Average Compensation in Excess of Social Security Maximum Wage Base Average = Not Applicable  
(\$25,000 minus \$35,100)

#### APPLYING BASIC FORMULA

1% X \$25,000 X 5 years = \$250.00 X 5 years =	\$1,250.00
1.3% X \$25,000 X 15 years = \$325.00 X 15 years =	<u>\$4,875.00</u>
Basic Benefit Total =	\$6,125.00

#### APPLYING EXCESS FORMULA

Not Applicable.

#### TOTAL ANNUAL BENEFIT FROM THE PLAN

* Basic Total	\$6,125.00
PLUS . . .	
* Excess Total	<u>N/A</u>
* Total Annual Plan Benefit =	\$6,125.00



## EXAMPLE 2

### “Basic Benefit” Facts

- \* Final Average Compensation -- \$40,000
- \* Total Years of Credited Service -- 20 years

### “Excess Benefit” Facts

- \* Social Security Maximum Wage Base Average = \$35,100  
(birth year, 1935)
- \* Final Average Compensation in Excess of Social Security Maximum Wage Base Average = \$4,900  
(\$40,000 minus \$35,100)

#### APPLYING BASIC FORMULA

1% X \$40,000 X 5 years = \$400.00 X 5 years =	\$2,000.00
1.3% X \$40,000 X 15 years = \$520.00 X 15 years =	<u>\$7,800.00</u>
Basic Benefit Total =	\$9,800.00

#### APPLYING EXCESS FORMULA

.65% X \$4,900 X 20 years = \$31.85 X 20 years =	\$637.00
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#### TOTAL ANNUAL BENEFIT FROM THE PLAN

* Basic Total	\$9,800.00
PLUS . . .	
* Excess Total	<u>\$637.00</u>
* Total Annual Plan Benefit =	\$10,437.00

## ***Deferred Retirement***

If you continue in employment with the Company after reaching your Normal Retirement Date, distribution of your benefit will be postponed until such time as you do retire. Your monthly benefit at that time will be equal to the greater of:

- Your benefit determined under the Plan formula as of December 31, 2010; or
- Your benefit determined under the Plan formula as of your Normal Retirement Date or December 31, 2010, if earlier, increased to reflect the fact that you will be receiving benefits over a shorter period of time than if you had retired on your Normal Retirement Date.

## ***Early Retirement***

If you retire on or after your Early Retirement Date, but prior to your Normal Retirement Date, you will be entitled to receive your Accrued Benefit commencing on your Normal Retirement Date.

If you prefer, you may elect to have your monthly benefit commence prior to your Normal Retirement Date. If you do, however, your monthly benefit will be reduced to reflect the fact that it will be paid over a longer retirement period.

***NOTE:*** *If you would have been eligible for Early Retirement prior to July 2, 2004, under the provisions of your Prior Plan, and you subsequently elect Early Retirement, you may be entitled to the Early Retirement provision offered under the terms of your Prior Plan.*

## ***Disability Retirement***

If you terminate employment with the Employer as a result of your “disability”, you will become fully vested in your Accrued Benefit, regardless of your Years of Vesting Service. If you become “disabled” after completing at least 5 Years of Vesting Service, and upon application for disability benefits if the Committee determines that you were continuously disabled from the date you ceased working for the Employer until the date of your application, you will be credited with a Year of Credited Service in the year you become disabled (if you have not already been credited with one year) and 1/2 of a Year of Credited Service for each subsequent calendar year until you attain normal retirement age or elect early retirement, whichever occurs first.

For this purpose, you will be deemed to have incurred a disability as of the date specified in an award letter issued by the Social Security Administration approving your application for Social Security disability benefits.

Your disability retirement benefit would be calculated under the formula on page 5.

Your disability benefit would normally commence on your Normal Retirement Date. However, if you prefer, you may elect to have your monthly benefit commence as of the first day of any month after age 55. If you do so, you should be aware that your monthly benefit will be reduced (in the manner described above for early retirement) to reflect the earlier distribution of your benefit. In addition, your monthly retirement benefit may reduce any benefit you may be receiving under the Company’s Long Term Disability plan.

**Notwithstanding the foregoing, you will not receive Credited Service for any Plan Year after 2010.**

## ***Other Termination of Employment***

If you terminate employment for any reason other than your retirement, disability or death, you will be entitled to receive your Accrued Benefit under the Plan provided you have completed at least 5 Years of Vesting Service. Also, if you were an employee on December 31, 2010, your Accrued Benefit will be fully vested.

If you are not fully vested, your employment terminates prior to completing at least 5 Years of Vesting Service and you incur 5 consecutive breaks in service before returning to employment, your prior Years of Credited Service will be disregarded. As a result, you will be considered a new Associate for purposes of determining your Years of Vested Service and will therefore have to start over again. **Note that if you return to employment on or after January 1, 2005, you will not be eligible to rejoin the Plan.** For this purpose, you will incur a break in service for each Plan Year during which you fail to be credited with at least 501 Hours of Service (or 50 days for maritime associates). However, if you are on an approved leave of absence, or if you are absent from work for maternity or paternity reasons, your period of absence may not constitute a break in service. You should contact John Hancock at (800) 294-3575 if you have any questions concerning your vested status under the Plan.

If you have completed the necessary 5 Years of Vesting Service when you terminate employment with the Company, you will be entitled to receive your Accrued Benefit commencing on your Normal Retirement Date.

However, if you prefer, you may elect to have your Accrued Benefit commence as of the first day of any month after age 55. If you do so, you should be aware that your monthly benefit will be reduced to reflect the earlier distribution of your benefit.

## ***Distribution of Your Benefit***

### ***50% Joint & Survivor Annuity***

If you are married on the date your benefit is to commence, you will automatically receive a 50% Joint & Survivor Annuity unless you elect an optional form of payment with your spouse's consent. Under this form of benefit, you will receive a monthly benefit for life. Following your death, if you are survived by your spouse, he or she will receive a monthly benefit for the remainder of his or her life equal to 50% of the benefit you were receiving at the time of your death. If you outlive your spouse, payments will stop following your death.

### ***Life Annuity***

If you are not married on the date your benefit is to commence, your benefit will be paid to you in the form of a Life Annuity unless you elect an optional form of payment. A Life Annuity means that you will receive a monthly benefit for life, which will stop upon your death.

***NOTE:*** *The Life Annuity and the 50% Joint & Survivor Annuity are automatic. However, you may elect to receive your benefit in one of the optional forms described below, by filing a written notice with John Hancock at such time and in such manner as the Plan Administrator may determine from time to time. If you are married, your spouse must consent to your election in writing if you select a form of payment other than the 50% Joint*

& Survivor Option described above. Your spouse's consent must be witnessed by a notary public.

### **Optional Forms of Payment**

Instead of receiving your benefit in the form of a Life Annuity or, if you are married, 50% Joint & Survivor Annuity, you may elect one of the following optional forms of payment:

- (1) Joint & Survivor Option: This form is similar to the 50% Joint & Survivor Annuity in that you will receive an adjusted benefit for your lifetime, with payments continuing to your surviving spouse, after your death. The amount of the beneficiary payments may be 100%, 75%, or 66 2/3% of that amount, depending upon which one you select. As is the case with the 50% Joint & Survivor Annuity, if you outlive your surviving spouse, payments will stop when you die.
- (2) 5 Year Certain and Continuous Annuity: With this form, you will receive equal monthly payments during your lifetime with the guarantee that at least 60 monthly payments will be made to you or, should you die, to your beneficiary.
- (3) 10 Year Certain and Continuous Annuity: With this form, you will receive equal monthly payments during your lifetime with the guarantee that at least 120 monthly payments will be made to you or, should you die, to your beneficiary.
- (4) Social Security Option: You can choose this form of benefit if you will be less than 62 years of age when your payments commence. Under this option, payments before Social Security benefits begin will be increased and payments thereafter decreased so that total benefits from the Plan and Social Security will be roughly equal in future years. Unless you elect otherwise, benefits under this option are guaranteed for up to 120 months. Should you die before receiving all of your guaranteed payments, the remaining payments will go to your beneficiary.
- (5) Lump Sum: After you attain age 55, you can request that your benefit be paid in a single lump-sum payment if the current value of your benefit is \$50,000 or less. *You may elect to roll over such lump sum distribution to an individual retirement account (IRA), or eligible retirement plan, that agrees to accept such roll over.*

**NOTE:** *If you were a participant in a Prior Plan as of December 31, 2002, the optional forms of payment that were available in that plan are available on the benefit you had accrued as of December 31, 2002. In addition, if you were a Midland Associate prior to January 1, 2003, you can request that your benefit be paid in a single lump-sum payment if the present value of your benefit is \$10,000 or less.*

At least 30 days but no more than 180 days before your benefit is due to be paid, you will receive information about your benefit options and how to elect for benefits to be paid. If you are married, you will also receive information about your spouse's rights in the 50% Joint & Survivor Annuity, including requirements for your spouse to consent to your election of one of the optional forms of benefit.

### ***Benefits Not Greater Than \$5,000***

If the present value of your benefit as of the date of your retirement or other termination from employment is not more than \$5,000, your benefit will automatically be distributed in a single-sum payment as soon as administratively possible following your retirement or termination. Furthermore, unless you make a timely election to roll over your benefit to an eligible IRA or another eligible retirement plan, or elect to have your benefit distributed to you, your benefit will be rolled over to an IRA selected by the Plan Administrator (“John Hancock Transitions IRA”).

If your benefit is automatically rolled over to the John Hancock Transitions IRA, your benefit will be invested under this IRA in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Any fees and expenses under the John Hancock Transitions IRA will be charged to your account. Please note that if your distribution is automatically rolled over to the John Hancock Transitions IRA, you will continue to have the same access to your account information by contacting John Hancock.

For further information concerning the Plan’s automatic rollover provision, the John Hancock Transitions IRA and/or the fees and expenses associated with the John Hancock Transitions IRA, contact John Hancock. The contact information for the John Hancock is set forth on Page 1 of this booklet.

### **Your Beneficiary**

You may choose anyone to be your beneficiary under the Plan. However, if you are married, and wish to designate someone other than your spouse as your beneficiary, you must obtain your spouse’s written and notarized consent. You make your designation by filing a beneficiary designation form with John Hancock.

Keep in mind that the most recent beneficiary designation form on file with John Hancock / Ingram on the date of your death will determine your designated beneficiary. The only exception is that if you made your designation while you were single, and are subsequently married, your prior designation will be nullified and your spouse will automatically become your beneficiary under the Plan.

If you fail to designate a beneficiary, or if your designated beneficiary dies before you do, the Plan provides that your beneficiary will automatically be your surviving spouse, or if none, your estate.

Dissolution of your marriage (for example, by divorce or annulment) after December 31, 2010 revokes a designation of your former spouse as beneficiary unless a Qualified Domestic Relations Order provides that your former spouse is to be treated as your surviving spouse under the Plan. You may file a new Beneficiary Designation Form signed after the dissolution that names your former spouse as your beneficiary.

## **Death Benefit**

### **Death Benefit After Distribution Has Commenced**

If you die after distribution of your benefit has commenced, a death benefit will be paid to your beneficiary only if so provided under the form of distribution you selected. For example, if you have your Accrued Benefit paid under the Joint & Survivor Option and you die before your beneficiary, payments will continue to be made to your beneficiary. On the other hand, if you elect to receive your benefit in the form of a Life Annuity, and die after distribution has commenced, no death benefit will be provided under the Plan.

### **Death Benefit Before Distribution Has Commenced**

If you die before your benefits commence, a death benefit will be paid to your beneficiary, if you are not married, or, if you are married, to your surviving spouse (unless you have designated an alternate beneficiary with your spouse's written consent as witnessed by a notary).

If you die prior to normal retirement age while you are employed by the Employer, or after you have terminated employment, but have met the requirements for Early Retirement, this death benefit will provide to your designated beneficiary a lifetime benefit equal to the actuarial equivalent of your Accrued Benefit.

If you die after you have terminated, but before you are eligible for Early Retirement, this death benefit will provide to your designated beneficiary a lifetime benefit equal to the survivor's portion of the 50% Joint & Survivor Option.

This death benefit will normally begin as soon as administratively practicable after the Plan receives the properly completed administrative forms. Payment to your spouse may begin immediately or be deferred until no later than what would have been your Normal Retirement Date. If your beneficiary is not your spouse, payment generally must begin within one year from your death. Notwithstanding the foregoing, distributions will be made in accordance with the Plan and applicable law.

**NOTE:** *If the present value of the death benefit is \$5,000 or less, such death benefit will automatically be paid to your spouse or other beneficiary in a single lump sum, as soon as administratively practical following your death. If the present value is greater than \$5,000 but less than \$50,000, your spouse or other beneficiary may elect to receive such death benefit in a single lump-sum. Your spouse or other beneficiary may elect to roll over such lump sum distribution to an individual retirement account (IRA), or to a spousal beneficiary eligible retirement plan, that agrees to accept such roll over.*

**NOTE ALSO:** *If you die while performing qualified military service (as defined in Section 414(u) of the Internal Revenue Code), you may be credited with additional vesting service and your spouse or other beneficiary may be entitled to any additional benefits (other than additional allocations) provided under the Plan, as if you resumed employment and then terminated employment as a result of your death. You should contact the Plan Administrator for further information concerning this provision.*

## ***Other Important Facts***

The name of the Plan is the Ingram Retirement Plan.

Ingram Industries Inc. is the “Plan Sponsor”.

The Plan Sponsor’s address, telephone number and federal employer identification number (EIN) are:

**Ingram Industries Inc.  
One Belle Meade Place  
4400 Harding Road  
Nashville, TN 37205-2244**

**Phone: (866) 415-4015  
EIN: 62-0673043**

- The Retirement Plan Committee (“Committee”) is the Plan Administrator. The Committee is appointed by the Plan Sponsor’s board of directors. The Committee supervises the overall administration of the Plan. The Committees’ duties include interpretation of the Plan and resolution of questions regarding eligibility and benefit payments. The Committee has been designated as agent for service of legal process. Legal process may also be served on the Trustee.
- The Plan number assigned by the Plan Sponsor is 001.
- The funding medium is a trust funded by Company contributions.
- The official name of the Plan is the Ingram Retirement Plan. It is known as a “defined benefit plan”.
- Neither this booklet nor your participation in this Plan is an employment contract nor does it entitle you to continued employment with the Employer.
- The current Trustee of the Plan is:

**John Hancock Trust Company LLC  
690 Canton Street  
Westwood, MA 02090**

## ***Your ERISA Rights and Information***

### **What are my rights under the Employee Retirement Income Security Act of 1974?**

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 are entitled to:

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

- examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- obtain a statement telling you (a) the amounts credited to your account under the Plan and (b) what your benefits would be under the Plan if you stop working as of that statement date. This statement is not required to be given more than once a year. The Plan must provide the statement free of charge.

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

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan 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 the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

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

## ***Assistance With Your Questions***

If you have any questions about the 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 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.

## **How do I make a claim for benefits?**

### ***Initial Claim***

You must file any request for benefits in writing. Before filing your request, you or your legal representative may wish to examine any Plan records regarding your claim. This examination may occur only during the Company's regular working hours.

Claims should be addressed to the Plan Administrator. Decisions on initial claims will be made within 90 days of receipt of the claim by the Plan Administrator (or within 45 days of receipt in the case of a disability determination claim). The Plan Administrator may extend the 90-day period for up to an additional 90 days if the nature of the benefit involved or other circumstances make such extension appropriate (in the case of a disability determination claim, the Plan Administrator may extend twice, with each extension not exceeding 30 days).

If your claim is denied in whole or in part, you will receive a written explanation setting forth: (i) the reason for the denial; (ii) references to the Plan provision(s) on which the denial is based; (iii) in the case of a disability determination claim, any internal rule, guideline, protocol or other similar criterion that was relied upon in the denial or a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in the denial and that a copy will be provided free of charge upon request; (iv) if applicable, a description of any additional information that you might be required to furnish in order to obtain benefits, with an explanation of why it is needed, (v) a description of the Plan's claim review procedures; and (vi) a statement of your right to bring a civil action under Section 502(a) of ERISA if you file a written request for a reconsideration of the claim under such review procedures and the claim is denied on review.

### ***Appeal of Denied Claim***

We hope there will never be a disagreement as to the amount owed to you under the Plan. However, if there is a disagreement, you must follow the Plan's claims procedure or you may forfeit certain legal rights to contest the decision. You (or your authorized representative) may request that the denied claim be reconsidered. All requests for reconsideration of denied claims are reviewed by the Plan Administrator. You (or your authorized representative) may appeal a denied claim by filing a written notice of appeal with the Plan Administrator within 60 days (180 days in the case of a disability determination claim) after the claim is denied. If your notice of appeal is filed late, you will never be able to pursue your claim further, not even by filing a lawsuit. You (or your authorized representative) may submit documents, records, and other information relating to your claim. In connection with such review, you (or your authorized representative) may review, upon request and free of charge, pertinent documents and may submit issues and comments in writing. The Plan Administrator will take into account all comments, documents, records, and other information submitted without regard to whether such information was submitted or considered in the initial claim determination and make a decision with regard to the claim within 60 days (or within 45 days in the case of a disability determination claim) of receipt of the request for reconsideration. The Plan Administrator may extend the 60-day period up to an additional 60 days (or the 45-day period up to an additional 45 days) where circumstances make such extension appropriate.

An appeal of any denied disability determination claim will be decided by a named fiduciary who is not the party who denied the initial claim nor a subordinate of such party. In deciding an appeal that is based in whole or in part on medical judgment, the 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 and who was not consulted in connection with the initial claim nor a subordinate of any such person. Upon request, any medical experts whose advice was obtained on behalf of the Plan in connection with a claim denial will be identified, without regard to whether the advice was relied upon in making the determination.

You will be notified of the Plan Administrator's decision in writing. If the appeal of your claim is denied, the decision will include: (i) the specific reason for the denial; (ii) reference to the Plan provision(s) on which the denial is based; (iii) a description of your right to receive, upon request and free of charge, reasonable access to and copies of all Plan documents, records and other information relevant to the claim; (iv) in the case of a disability determination claim, any internal rule, guideline, protocol or other similar criterion that was relied upon in the denial or a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in the denial and that a copy thereof will be

provided free of charge upon request; and (v) a statement about your right to bring a civil action under Section 502(a) of ERISA.

The decision of the Plan Administrator, which has the discretionary authority to interpret the Plan and make factual determinations in connection with matters arising under the Plan, is final and binding.

### **What happens if the Plan is amended or terminated?**

The Company reserves the right to amend the Plan or to terminate it. If the Plan terminates, your Accrued Benefit will become 100% vested, that is, nonforfeitable.

### **Can my benefits be paid to someone else?**

In general, your Accrued Benefit cannot be attached or paid to creditors or to anyone other than yourself. However, under federal law, the Plan Administrator is required to obey a Qualified Domestic Relations Order. This is a decree or a domestic relations order ("Order") issued by a court that satisfies certain requirements under the Internal Revenue Code. A Qualified Domestic Relations Order may require that all or a portion of your Accrued Benefit be paid to your spouse, former spouse, child or other dependent. The Plan Administrator, in accordance with Plan procedures, will determine the qualified status of any Order received and will inform you upon the receipt of any such Order affecting you. You may obtain a copy of such procedures, without charge, from the Plan Administrator.

### **Is there any way I can lose Plan benefits?**

Your benefits may be lost or diminished if you terminate employment before becoming vested or you die after commencement of benefits and you selected an option without survivor benefits.

If you have a vested benefit under the Plan which cannot be paid to you because you cannot be located, the benefit may be forfeited (and used to reduce Company contributions; but reinstated, without interest or other gains or losses, if you later file a claim for benefits under the Plan), transferred to an IRA, or transferred to a state unclaimed property fund. For this reason, it is important you keep the Plan Administrator informed at all time of your current address.

If you fail to timely cash or deposit a benefit payment, and you cannot be located, such benefit payment may be forfeited and used to reduce Company contributions and/or pay Plan expenses. Such payment will be restored, without interest or other gains or losses, if you later file a claim for the payment. For this reason, it is important that you cash or deposit each benefit payment within a reasonable time after receipt.

## **Should I be aware of any other aspects of the Plan?**

In an effort to keep retirement plans from favoring “key employees,” Congress has put a complicated set of rules in the Internal Revenue Code which apply to any “top-heavy” retirement plan. Stated simply, the Plan will be “top-heavy” if the Accrued Benefits of key employees (generally officers, shareholders, and other higher-paid associates) exceeds 60% of the Accrued Benefits of all participants.

Each year, the Plan will be tested to determine if it is top-heavy. Although, it is unlikely that the Plan will become top-heavy, if it does, “special rules” will become effective which could increase your benefit under the Plan or your vested interest therein.

You should also be aware of the fact that your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people will receive all of their pension benefits, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan’s normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information on the PBGC’s insurance protection and its limitations, ask the Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to:

Communications and Public Affairs Department

PBGC

Suite 240, 1200 K Street, N.W.

Washington, DC 20005-4026

Telephone: (202) 326-4040