

# Defined Contribution Retirement Plan

## SUMMARY PLAN DESCRIPTION

### 1. What is my retirement plan?

The \_\_\_\_\_ Plan (the "Plan") is (check one) ☐ a money purchase pension plan or ☐ a profit sharing only plan sponsored by \_\_\_\_\_ (the "Employer"). The Plan generally provides benefits to you after you stop working for the Employer (and to your Beneficiary if you die before you receive all your benefits). This "Summary Plan Description" explains the major provisions of the Plan. Capitalized terms that are not defined in the Summary Plan Description shall have the same meaning as provided in the Basic Plan Document. Although all possible care has been taken in the preparation of this Summary Plan Description, it is not the official text of the Plan. If there is any inconsistency between the information in this Summary Plan Description and the Plan itself, the terms of the Plan will control. Copies of the Plan document may be obtained by calling \_\_\_\_\_ (the "Plan Administrator") at \_\_\_\_\_ and are also available for inspection at the address below:

Name of the Employer: \_\_\_\_\_

Address of the Employer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer's Tax Identification Number: \_\_\_\_\_

### 2. What is the "Plan Year" for the Plan?

The Plan Year runs from each \_\_\_\_\_ to the following \_\_\_\_\_.  
month and day month and day

### 3. Who is eligible to participate in the Plan?

Generally, employees and owner-employees of the Employer are eligible to participate in the Plan. However, individuals who are non-resident aliens receiving no earned income from sources within the United States, individuals covered by a collective bargaining agreement, and individuals who are residents of Puerto Rico are not eligible to participate in the Plan.

### 4. When will I become a participant in the Plan?

You will become a participant on the first day of the month beginning on or after the date you meet the Plan's age and service requirements, which are:

- Age Requirement: ☐ No minimum age is required.  
☐ You must be at least \_\_\_\_ years old.
- Service Requirement: ☐ No eligibility service requirement.  
☐ Six months of employment.  
☐ One Year of Service.  
☐ Two Years of Service.

### 5. How is service measured under the Plan?

A "Year of Service" is a period of twelve consecutive months in which you complete 1,000 Hours of Service. You are generally credited with an "Hour of Service" for each hour for which you are entitled to receive payment (whether or not you actually perform services). (You are also credited with Hours of Service for periods during which you are absent due to a military leave, provided that you have a right to reemployment under federal law and you return to work for the Employer at the conclusion of your military leave.) For purposes of measuring a Year of Service, the twelve-month period is your first twelve months of employment and each twelve-month period beginning on the anniversary of your date of hire.

If you experience a break in service (which occurs when you do not complete more than 500 Hours of Service in one of the twelve-month periods described above) before you become a participant, you will not receive credit for any Years of Service completed before the break in service. (For purposes of determining whether you have experienced a break in service, you will also receive credit for hours for a leave of absence relating to the birth or placement for adoption of a child.) The period for measuring your Years of Service after the break in service will be the twelve-month period beginning on the date you are credited with an Hour of Service after your break in service and each twelve-month period beginning on the anniversary of that date.

If the service requirement for participation in the Plan is six months of employment (see Question 4), you must work for the Employer for six consecutive months in order to participate in the Plan, but there is no minimum number of Hours of Service required.

## 6. What happens if I leave my job and I am then rehired by the Employer?

If you were a participant in the Plan before you left your job, you will become a participant as soon as you are rehired by the Employer. If you were not a participant in the Plan before you left your job, you must satisfy the Plan's age and service requirements (see Question 4) beginning on the date you are rehired.

## 7. Who makes contributions to the Plan?

Contributions to the Plan are made by the Employer. You do not make any contributions to the Plan.

## 8. When am I eligible to receive a contribution in a Plan Year?

You will be eligible to receive a share of any contribution made by the Employer for a Plan Year if you are a participant in the Plan and you meet one of the following requirements by the end of the Plan Year:

1. you are an active employee on the last day of the Plan Year;
2. you are credited with more than 500 Hours of Service during the Plan Year; or
3. your employment ended during the Plan Year because you died, became Disabled, or reached age 59½.

## 9. How does the Plan define "Disabled?"

Under the terms of the Plan, you are "Disabled" if you are determined (by a physician selected by the Plan Administrator) to be unable to engage in any substantial gainful activity because of a physical or mental impairment that can be expected to last for a continuous period of at least twelve months or is expected to result in death.

## 10. How is the Employer's contribution to the Plan calculated?

### For profit sharing plans:

Each year, the Employer will decide whether to make a contribution to the Plan and what the amount of the contribution will be. If the Employer has decided to make a contribution to the Plan for a Plan Year, a portion of the contribution will be made on your behalf based on your Compensation. The Employer's contribution is made as of the end of each Plan Year. Your share of the contribution will be placed in a Plan account established for you.

### For money purchase pension plans:

The Employer will contribute to the Plan a percentage of your Compensation for the Plan Year as of the end of the Plan Year. This contribution will be placed in a Plan account established for you.

## 11. What is my "Compensation" for purposes of determining contributions to the Plan?

For purposes of contributions, your "Compensation" is generally the wages, tips, and other compensation paid to you by the Employer for the Plan Year. If elected by the Employer in the Adoption Agreement, this amount is limited to Compensation earned while you are eligible to participate in the Plan. If you are a "self-employed individual" (meaning that you are not a common law employee of the Employer but you receive earned income for your personal services in connection with the Employer's business), your "Compensation" is the earned income you receive from the business, reduced by any contributions the Employer makes to a retirement plan on your behalf and by the amount of any deduction the Employer is permitted to take for self-employment taxes. Your annual Compensation that is taken into account in determining contributions to the Plan shall not exceed \$345,000 for 2024 and \$350,000 for 2025 (as indexed for cost-of-living adjustments). The compensation limit will be adjusted for cost-of-living increases as provided by the Internal Revenue Service.

## 12. How are contributions under the Plan allocated?

The allocation of contributions among eligible participants depends on whether the Plan is a profit sharing plan or a money purchase pension plan and whether the Plan is integrated with Social Security, as described in greater detail below.

### For profit sharing plans that are not integrated with Social Security:

The Plan is not integrated with Social Security. Your share of the Employer's contribution is based on the ratio that your Compensation bears to the total Compensation of all the participants entitled to a share of the contribution. For purposes of allocating the contribution, Compensation in excess of \$350,000 for 2025 and \$360,000 for 2026 (as indexed for cost-of-living adjustments) is not taken into account.

**For profit sharing plans that are integrated with Social Security:**

The Plan is integrated with Social Security. This means that contributions toward your future Social Security benefits are taken into account for purposes of determining your share of the Employer's contribution.

Your share of the Employer's contribution is based on your Compensation for the Plan Year. For purposes of allocating the contribution, Compensation in excess of \$350,000 for 2025 and \$360,000 for 2026 (as indexed for cost-of-living adjustments) is not taken into account. The Employer's contribution is allocated according to the following formula:

1. First, your Plan account will receive an amount equal to \_\_\_\_% of your Compensation up to (check one)  
☐ the Social Security wage base (\$176,100 for 2025 and \$184,500 for 2026), ☐ \_\_\_\_% of the Social Security wage base (may not exceed 100%), or ☐ \$ \_\_\_\_ the "Integration Level" (not to exceed the Social Security wage base). (If you do not select an option, the default is Integration Level with the Social Security Taxable Wage Base.)
2. Second, the Excess Contribution Percentage (which may not exceed the Profit Sharing Maximum Disparity Rate) will be \_\_\_\_%.
3. The Profit Sharing Maximum Disparity Rates shall be 5.7%, unless an Integration Level other than the Social Security Taxable Wage Base is specified above.

If a different Integration Level is specified above, the applicable percentage is determined in accordance with the table below:

If the Integration Level is more than:	But not more than:	The applicable percentage is:
\$0	X*	5.7%
X*	80% of TWB	4.3%
80% of TWB	Y**	5.4%
*X = the greater of \$10,000 or 20% of the TWB.		
**Y = any amount more than 80% of the TWB but less than 100% of the TWB.		

**For money purchase pension plans that are not integrated with Social Security:**

The Plan is not integrated with Social Security. The Employer will make a contribution of \_\_\_\_\_% of your Compensation to your Plan account. For purposes of determining the amount of your contribution, Compensation in excess of \$350,000 for 2025 and \$360,000 for 2026 (as indexed for cost-of-living adjustments) is not taken into account

**For money purchase pension plans that are integrated with Social Security:**

The Plan is integrated with Social Security. This means that contributions toward your future Social Security benefits are taken into account for purposes of determining the amount of your contribution.

Your share of the Employer's contribution is based on your Compensation for the Plan Year. Compensation in excess of \$350,000 for 2025 and \$360,000 for 2026 (as indexed for cost-of-living adjustments) is not taken into account for purposes of determining the amount of the contribution. The amount of the contribution is determined according to the following formula:

1. First, your Plan account will receive an amount equal to \_\_\_\_% of your Compensation up to (check one)  
☐ the Social Security wage base (\$176,100 for 2025 and \$184,500 for 2026), ☐ \_\_\_\_% of the Social Security wage base (may not exceed 100%), or ☐ \$ \_\_\_\_ the "Integration Level" (not to exceed the Social Security wage base). (If you do not select an option, the default is Integration Level with the Social Security Taxable Wage Base.)
2. Second, the Excess Contribution Percentage (which may not exceed the Money Purchase Maximum Disparity Rate) will be \_\_\_\_%. (Note: The Excess Contribution Percentage cannot be less than 3% and may not exceed the Base Contribution Percentage by more than the lesser of (1) the Base Contribution Percentage, or (2) the Money Purchase Maximum Disparity Rate.)

3. The Money Purchase Maximum Disparity Rates shall be 5.7%, unless an Integration Level other than the Social Security Taxable Wage Base is specified above.

If a different Integration Level is specified above, the applicable percentage is determined in accordance with the table below:

If the Integration Level is more than:	But not more than:	The applicable percentage is:
\$0	X*	5.7%
X*	80% of TWB	4.3%
80% of TWB	Y**	5.4%
*X = the greater of \$10,000 or 20% of the TWB.		
**Y = any amount more than 80% of the TWB but less than 100% of the TWB.		

### 13. May I make a rollover contribution to the Plan?

Certain distributions from other retirement plans may be permitted to be “rolled over” into the Plan if you show the Plan Administrator that the distribution is eligible for rollover or transfer under the Internal Revenue Code. Your Plan will generally accept rollovers of eligible distributions made after December 31, 2001, from another qualified plan described in Sections 401(a) or 403(a) of the Internal Revenue Code (excluding after-tax employee contributions), from an annuity contract described in Section 403(b) of the Internal Revenue Code (excluding after-tax employee contributions), from certain eligible plans under Section 457(b) of the Internal Revenue Code, from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Internal Revenue Code (excluding non-deductible or after-tax contributions). Please contact your Plan Administrator for more details.

Making Rollover Contributions to the Plan that consist of assets other than qualified 401(a) plan assets may result in the loss of favorable capital gains or 10-year income averaging tax treatment that may otherwise be available with respect to a lump sum distribution to you from the Plan. The loss of this favorable tax treatment may also occur if you make a Rollover Contribution to the Plan that consists of qualified 401(a) plan assets under certain circumstances. If you may be eligible for this special tax treatment, you should consult your tax advisor and carefully consider the impact of making a Rollover Contribution to the Plan.

The Plan Administrator determines which Rollover Contributions are acceptable and if any Rollover Contribution fails to meet the requirements of the Plan, and whether it must be distributed. If your Rollover Contribution to the Plan is not a direct rollover (i.e., you received a cash distribution from your eligible retirement plan), then it must be received by the Trustee within 60 days of your receipt of the distribution. Rollover Contributions may only be made in the form of cash or allowable fund shares. Your Rollover Contributions Account will be subject to the terms of this Plan and will always be fully vested and nonforfeitable. In general, if you receive an eligible rollover distribution as a surviving Spouse of a participant, or as a Spouse or former Spouse who is an “alternate payee” pursuant to a qualified domestic relations order (“QDRO”), you may also make a Rollover Contribution to the Plan. The Plan will not accept a Rollover Contribution of any amount attributable to Roth (after-tax deferral) contributions made to another plan.

### 14. How are contributions invested?

Contributions to the Plan are paid into a Trust to be held and invested by a Trustee. You direct the Trustee with respect to the investment of your Plan account. You may direct the Trustee to invest the amounts allocated to your Plan account in any of the (Fidelity) mutual funds or any other investments (**including marketable stocks and securities**) that are made available under the Plan. If you fail to direct the investments of your Plan account, it will be invested in the Plan’s default fund, which is a money market mutual fund for which Fidelity Management & Research Co. serves as investment advisor or such other default investment options selected by your Employer. The Plan Administrator will provide information to you about the investment options under the Plan.

The Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and the regulations thereunder. By giving you a broad range of investment alternatives and providing you with the necessary information to make informed decisions regarding your investment options, the Plan offers you an opportunity to exercise control over the investment of your Plan account. The fiduciaries of the Plan are obligated (with certain limited exceptions) to comply with the investment directions that you give. As a result, the fiduciaries of the Plan are not responsible for any losses resulting from your investment decisions.

### 15. Am I vested in my Plan account?

All contributions under the Plan are 100% vested at all times. This means that you will be entitled to receive the full amount of your Plan account when you terminate your employment with the Employer no matter how old you are, how long you have been working, or when you are otherwise eligible to receive benefits under the Plan.

### 16. When will I receive benefits from the Plan?

You may begin receiving benefits from the Plan when you reach Normal Retirement Age, as defined in the Plan; or if you become Disabled or terminate your employment.<sup>1</sup> Your Beneficiary or Beneficiaries may request a distribution of your account balance in the event of your death. Your benefits will generally begin no later than 60 days after the end of the Plan Year in which you reach Normal Retirement Age, the tenth anniversary of Plan participation, or terminate employment (whichever is later), but you may choose to postpone the payment of your benefit until a later time. However, if you own more than 5% of the Employer's business, you must begin to receive your benefit payments no later than the April 1 of the calendar year following the calendar year in which you turn age 72. If you do not own more than 5%, you must begin to receive your benefit payments no later than the April 1 of the calendar year after the calendar year in which you reach age 72 or stop working, whichever is later.

### 17. May I receive benefits before I separate from service?

Yes, you may receive your benefits upon the attainment of Normal Retirement Age, even if you are still working.<sup>1</sup>

### 18. What if I become Disabled while I am employed?

If you become Disabled but have not officially separated from service, you may nonetheless make withdrawals from your Plan account.

### 19. May I take a loan from my Plan account?

No.

### 20. What are the forms of payment under the Plan?

If the balance of your Plan account is \$5,000 or less, a lump-sum payment of your benefits is the normal form of distribution under the Plan. If the balance of your Plan account is greater than \$5,000, you may choose to receive your benefits in one of the following forms (subject to the rules below, to the extent applicable):

1. a lump sum paid to you in cash or in kind from your Plan account, or directly rolled over to your new employer's qualified plan or to your Individual Retirement Account ("IRA");
2. a series of substantially equal installments paid to you annually, quarterly, or monthly in cash or in kind from your Plan account over a period of years in accordance with IRS requirements; or
3. (check box if applicable) ☐ if the Plan was adopted prior to January 1, 2003, in a fixed or variable annuity contract or a life annuity contract (the period of which must satisfy applicable IRS requirements);
4. a Qualified Joint and Survivor Annuity, to the extent provided in Article 8 of the Defined Contribution Retirement Plan Basic Plan Document No. 04.

#### **For profit sharing plans:**

If you are married and (1) you elect to have your benefits paid to you in a fixed or variable annuity contract or a life annuity contract or (2) your Plan account contains any amounts formerly held in a money purchase pension plan or a defined benefit plan, you may be subject to the Plan's qualified joint and survivor annuity rules. Under these rules, your benefits will automatically be paid to you in the form of a "joint and survivor annuity" unless you elect another available form of payment and your Spouse consents to your election in writing. Your Spouse's signature must be witnessed by a notary public. A "joint and survivor annuity" provides payments to you over the period when you and your Spouse are both living and, if your Spouse survives you, payments to your Spouse for the rest of his or her life. If you are unmarried and either (1) or (2) applies, your benefit will be paid in the form of a single life annuity unless you elect another form of payment that is available under the Plan.

With the written, notarized consent of your Spouse, you may choose another form of payment available under the Plan at any time during the 180-day period before your benefit payments begin. You may change your selection during this 180-day period, but you may not change your selection after your benefit payments begin. The Plan Administrator will provide you with a written explanation of the joint and survivor annuity, your Spouse's rights, and how you may elect a different form of payment. If you wish to make an election for a different form of payment, you must do so in the manner and in the time frame required by the Plan Administrator.

<sup>1</sup> For distributions from a money purchase pension plan, additional restrictions may apply.

**For money purchase pension plans:**

The Plan is subject to certain qualified joint and survivor annuity rules. Under these rules, if you are married, your benefit will be paid in the form of a “joint and survivor annuity.” A joint and survivor annuity provides payments over your lifetime and, if your Spouse survives you, continuing payments to your Spouse for the rest of his or her life. You may elect, with your Spouse’s written and notarized consent, to receive your benefits in another form of payment available under the Plan (including a single life annuity).

With the written, notarized consent of your Spouse, you may choose another available form of payment available under the Plan at any time during the 180-day period before your benefit payments begin. You may change your selection during this 180-day period, but you may not change your selection after your benefit payments begin. The Plan Administrator will provide you with a written explanation of the joint and survivor annuity, your Spouse’s rights, and how you may elect a different form of payment. If you wish to make an election for a different form of payment, you must do so in the manner and in the time frame required by the Plan Administrator.

If you are unmarried, your benefit will be paid in the form of a single life annuity unless you elect another form of payment that is available under the Plan (including a joint and survivor annuity).

**21. Who is my Beneficiary under the Plan?**

You select a Beneficiary under the Plan by completing a form that can be obtained from the Plan Administrator for this purpose and returning the form to the Trustee. If you are married, your Beneficiary will automatically be your Spouse unless your Spouse consents in writing to your selection of another Beneficiary. Your Spouse’s consent to another Beneficiary must be witnessed by a notary public. Note that your marriage will nullify any plan Beneficiary designation you made prior to the marriage.

**For money purchase plans:**

If you are married, you may not select a Beneficiary other than your Spouse (even with your Spouse’s consent) until the first day of the Plan Year in which you reach age 35 or are no longer employed by the Employer, whichever occurs first. Prior to this time, the Plan Administrator will provide you with a written explanation of the death benefit for Spouses and the rules for waiving this benefit.

**22. What if I die before I begin to receive my benefits?**

If you die before your benefit payments have begun, your Beneficiary(ies) will receive the balance of your Plan account.

**For money purchase pension plans:**

The Plan is subject to certain rules regarding distributions to Beneficiaries. If you are married and your Spouse has not consented to your selection of another Beneficiary, then your Spouse will receive his or her benefit in the form of an annuity for the remainder of his or her life or may elect to receive his or her benefit in another form available under the Plan.

**23. Are there income tax implications to receiving a distribution or withdrawal from the Plan?**

Under the Internal Revenue Code, the rules concerning federal income taxation on distributions and withdrawals from the Plan are complicated. Likewise, the rules concerning state income taxation on distributions and withdrawals from the Plan are complicated. You are strongly encouraged to seek professional tax advice before receiving a distribution or making a withdrawal.

Most distributions from the Plan are eligible for a tax-free rollover to an IRA or another retirement plan that accepts rollovers. You may instruct the Plan to transfer your eligible distribution directly to an IRA or other eligible plan that accepts rollovers, or receive a check and roll over the distribution yourself within sixty days of receipt. Under current law, if you do not use the direct rollover option, 20% of your distribution will automatically be withheld for federal income tax purposes. In some instances, state withholding tax applies as well.

Certain early distributions may be subject to an additional 10% income tax penalty. In general, any distribution from the Plan (before or after separation from service) will be considered an early distribution subject to the 10% penalty unless it is rolled over directly (or within sixty days) to an IRA or another eligible retirement plan, or made to a participant after age 59½ or after a separation from service after age 55, or made to a participant who becomes totally and permanently Disabled, or made to a Beneficiary after the participant’s death.

## **24. Are there any other restrictions on my Plan benefits?**

Federal rules limit the maximum amount that may be contributed to the Plan on your behalf.

Some limits apply to the dollar amount that may be contributed; others seek to ensure that highly paid employees are not benefiting from the Plan in disproportion to employees who are not highly paid. You will be notified by the Plan Administrator if you are affected by these limits.

Amounts held in the Trust and credited to participants are subject to increases or decreases in value depending on the investment option you choose and its performance. In addition, the reasonable expenses of administering the Plan and Trust may, at the Plan Administrator's discretion, be paid out of Trust assets. In certain circumstances, contributions to the Plan may be returned to the Employer if made on the basis of a mistake of fact or if held not to be tax deductible.

Benefits under the Plan may not be assigned or pledged to others and are not subject to the claims of creditors, except in the case of a qualified court order for payments such as alimony and child support, certain levies, or as may otherwise be required or permitted by law. To the extent required by such an order, the Plan Administrator may make distributions from your Plan account to other people, such as a Spouse or child.

## **25. Qualified Domestic Relations Orders**

Your Account may not be attached, garnished, assigned, or used as collateral for a loan outside of this Plan except to the extent required by law. Your creditors may not attach, garnish, or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy, or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support, or similar proceeding. In this situation, your Spouse, or former Spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account balance based on the court order.

## **26. What are the procedures for filing a claim under the Plan?**

### **Claims Procedures**

You or your Beneficiary (or your authorized representative, or your Beneficiary's authorized representative) may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact your Plan Administrator for more information. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim by the Plan.

### **Appeals**

If you believe you are being denied any rights or benefits under the Plan, you (or your authorized representative) may file a claim in writing with the Plan Administrator. If the claim is denied, in whole or in part, the Plan Administrator will notify you in writing or electronically, giving the specific reasons for the decision, including specific reference to the pertinent Plan provisions, a description of any additional material or information necessary to perfect the claim, and an explanation of why such material or information is necessary. The written notice will also advise you of your right to request a review of the claim, the steps necessary if you wish to submit the claim for review, and your right to bring a civil action under federal law following a denial of the claim on review. The Plan Administrator will notify you of its decision within 90 days after it receives the claim (or within 180 days, if special circumstances exist requiring additional time, and if you have been given a written explanation of the need for the extension and the date by which the Plan expects to render a decision within the initial 90-day period).

You (or your authorized representative) have 60 days (or such later time as shall be deemed reasonable taking certain factors into consideration) after you receive the notice of denial to make a request for review in writing to the Plan Administrator. As part of the request, you may submit written comments, documents, records, and other information relating to the claim to the Plan Administrator, and you may also review or obtain copies of (upon request and free of charge) all documents, records, and other information relevant to your claim. The Plan Administrator will provide you with a decision in writing or electronically within 60 days (or 120 days if a hearing is held or if other special circumstances exist requiring more than 60 days and a written explanation of the need for the extension and the date by which the Plan expects to render a decision is provided to you within the initial 60-day period) after the request has been received. Again, the decision will include specific reasons, including references to pertinent Plan provisions. The decision will also advise you of your right to receive (upon request and free of charge) all documents, records, and other information relevant to your claim and to bring a civil action under federal law upon the denial of your claim.

## **27. Can the Plan change or be terminated in the future?**

The Plan may be amended or terminated at any time as required by federal law or as the Employer determines in its discretion. Except under limited circumstances, the Employer does not have the power to amend the Plan in such a manner as would permit any part of the Plan's assets to be diverted to purposes other than for the exclusive benefit of participants or their Beneficiaries (or for the reasonable expenses of administering the Plan and Trust), or to amend the Plan retroactively to deprive any participant of a benefit to which he or she was entitled by reason of contributions made prior to the amendment.

## **28. Benefits Not Insured**

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this particular Plan. The value of your Account will be subject to investment gains and losses.

## **29. If the Plan is subject to ERISA, what are my rights?**

If the Plan covers more than just the owner (or owners) of the business and other self-employed individuals, the Plan will be covered by the federal pension law known as ERISA. If the Plan is subject to ERISA, the following "Statement of ERISA Rights" will apply to all Plan participants.

## **30. When to Bring an Action in Court**

You may file a lawsuit regarding the denial of an appeal after following the claims and review procedures above. You must file any lawsuit within 12 months of the date the Plan Administrator issued its final decision on an appeal. If you do not file a claim, or exhaust the claims review process for any reason, any lawsuit must be filed within 12 months of the date of the conduct at issue in the lawsuit (which includes, among other things, the date you became entitled to any Plan benefits at issue in the lawsuit). If you fail to file a lawsuit within these time frames, you will lose your right to bring the lawsuit at a later time.

# **STATEMENT OF ERISA RIGHTS**

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

### *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 Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 59½) and, if so, what your benefits would be at normal retirement age if you stopped working under the Plan as of the date of the statement. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

### *Prudent Action 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 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 a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits 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 concerning the qualified status of a domestic relations order, or there is no decision, 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 of the party either bringing or defending the suit or proceeding. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### *Assistance with Your Questions*

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

## **28. Miscellaneous Information**

**Plan Sponsor:**

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**Employer Identification Number  
of Plan Sponsor:**

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**Plan Number:**

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**Plan Administrator: The Plan Administrator is the main contact and the designated agent for service  
of legal process for the Plan:**

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**Trustee:**

Fidelity Management Trust Company

**Type of Plan (check one):**

☐ Profit Sharing Plan

☐ Money Purchase Pension Plan

**PBGC Insurance:**

Benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation because the Pension Benefit Guaranty Corporation does not guarantee benefits under defined contribution plans such as profit sharing and money purchase pension plans.

