# SUMMARY PLAN DESCRIPTION

# Singleton Schreiber, LLP

# 401(k) Plan

**Prepared September 2025**

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## Introduction

**Type of Plan**
Effective August 29, 2025, Singleton Schreiber, LLP amended its 401(k) plan. The plan is named the Singleton Schreiber, LLP 401(k) Plan, but it will be referred to in this summary as the *Plan*. The Plan contains a cash or deferred arrangement, and once you're eligible to participate, you can contribute to the Plan on a tax deferred basis by payroll deductions.

**Primary Service Provider and Contact Information**
Principal Financial Group provides the primary services for our Plan, and this is where your Account will be held. You can view your Account online at www.principal.com and you can speak with Principal representatives by calling 1.800.547.7754.

**Plan Sponsor**
Singleton Schreiber, LLP is the sponsor of the Plan, and will sometimes be referred to in this summary as the "Sponsoring Employer," the "Employer," "we," "us" or "our". Our address is 591 Camino de la Reina, Suite 1025, San Diego, CA 92108; our telephone number is (619) 771-3473; and our employer identification number is 87-4193436.

**Additional Adopting Employers**
Gerald Singleton Law Corporation, APC, Brett J. Schreiber, APC, Siminou Appeals, Inc., Mark Slaugher, Esq., APC, Law Offices of John C. Lemon, APC, Andrew Bluth, Inc., Zimmerman, APC, Christopher Ross Rodriguez, Inc., LoCurto Law, APC, Starita Law, APC and The Hannon Law Firm, LLC have also adopted this Plan as Adopting Employers for the benefit of any of their employees who are eligible to participate. Any reference to the Employer in this summary will generally also be a reference to any Adopting Employer.

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

## Plan Administration

**Plan Trustee**
The Plan is administered under a written plan and trust agreement, with Principal Trust Company as the trustee. The trustee can be contacted at 1013 Centre Road, Suite 300, Wilmington, DE 19805-1265.

**Plan Administrator**
All matters other than investments that concern the operation of the Plan are the responsibility of the Administrator. The Administrator is Singleton Schreiber, LLP, whose address is 591 Camino de la Reina, Suite 1025, San Diego, CA 92108, and whose telephone number is (619) 771-3473. The Administrator has the power and discretionary authority to interpret the terms of the Plan based on the Plan document and existing laws and regulations, as well as the power to determine all questions that arise under the Plan. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited service, Disability, and retirement, or to interpret any other term contained in the Plan and related documents. The Plan Administrator's interpretations and determinations are binding on all Participants, employees, former employees, and their beneficiaries.

**Plan Number**
For identification purposes, we have assigned number 001 to the Plan.

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

**Service of Legal Process**
If you have to bring legal action against the Plan for any reason, legal process can be served on The Plan Administrator at 591 Camino de la Reina, Suite 1025, San Diego, CA 92108. You must exhaust the Plan's claims procedure (see the Section titled *Claims Procedure)* before you can bring legal action against the Plan.

## Service Crediting

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

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

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

**Year of Vesting Service**
A Year of Vesting Service is a period of time used to determine your Vested Interest in one or more of your Accounts. You will be credited with a Year of Vesting Service for each Vesting Computation Period during which you are credited with at least 1,000 Hours of Service. The Vesting Computation Period is the Plan Year.

**Break in Vesting Service**
You will incur a Break in Vesting Service if you are not credited with more than 500 Hours of Service during a Vesting Computation Period.

**Period of Service**
A Period of Service, in general, is a period of time that begins on your date of hire and ends on the date you terminate employment or incur a Break in Eligibility Service or a Break in Vesting Service. The rules for determining your Period of Service are more complex than the explanation described in this section, especially the rules that apply if you terminate employment and are then rehired. For more information, you can check with the Administrator.

## Elective Deferrals

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

Regardless of whether your Elective Deferrals are made on a pre-tax basis, a Roth basis, or both, you are subject to the following limits:

- Under Age 50 - If you have not attained age 50, your Elective Deferrals for any calendar year can't be less than 1% of your Compensation or more than the lesser of 90% of your Compensation or the dollar limit on Elective Deferrals (which is announced annually by the IRS, and is **$23,500** for calendar year 2025 and **$24,500** for calendar year 2026).

- Age 50+ (but not ages 60-63) - For any calendar year in which you have attained (or will attain) at least age 50 by the end of that year, you can make Catch-Up Contributions. Catch-Up Contribution limits are announced annually by the IRS, and the Catch-Up limit for calendar year 2025 is $7,500 and 2026 is $8,000 (unless you attain age 60-63 during the calendar year as outlined in the next paragraph). Therefore, your Elective Deferrals can't exceed the lesser of (a) 100% of your Compensation or (b) **$31,000** for the 2025 calendar year and **$32,500** for the 2026 calendar year.

- Ages 60-63 - The limits on Catch-Up Contributions are increased for eligible Participants who would attain age 60, 61, 62, or 63 (but would not attain age 64) before the close of the calendar year. The Catch-Up Contributions are increased for this population *(as adjusted for cost-of-living increases and as announced annually by the IRS)*. That limit is $11,250 for both 2025 and 2026 if you are age 60-63. Therefore, your Elective Deferrals for the calendar year can't exceed the lesser of (a) 100% of your Compensation or (b) **$34,750** for the 2025 calendar year and **$35,750** for the 2026 calendar year.

For plan years beginning January 1, 2026 and thereafter, all Catch-Up Contributions made by Eligible Participants who are "higher-paid" must be made as Roth Elective Deferrals. You are considered to be a higher-paid Participant if you are eligible to make a Catch-Up Contribution and you earn more than $150,000 *(as may be adjusted for cost-of-living increases)* in the preceding calendar year based on your Compensation subject to FICA tax. If you are not a higher-paid Participant, you will also be given the option to make Catch-Up Contributions as Roth Elective Deferrals. These contributions will be deposited to your Roth Elective Deferral Account.

**How You Become a Participant**

To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the service requirement (and all Service with us, with any Adopting Employer, and with Scott Trial Lawyers, APC; Brett Schreiber, APC; Thorsnes Bartolotta McGuire, LLP will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Non-Resident Alien Employees; (c) Merger and Acquisition Employees; (d) Leased Employees; (e) Puerto Rico based Employees; (f) Employees who are classified as Independent Contractors by the Company; and (g) Employees of an Adopting Employer other than the Partner.

- **Service Requirement.** You must be credited with at least 90-day Period of Service.

- **Entry Date.** You will enter this part of the Plan as a Participant on the same date that you first satisfy the service requirement.

**Salary Deferral Agreements**

Unless you are subject to automatic enrollment, you must set your contribution rate online (www.principal.com) or over the phone (1.800.547.7754) with Principal Financial Group before you can begin making Elective Deferrals to the Plan. This is how you indicate the amount that you want us to withhold from your Compensation and contribute to the Plan on your behalf. This is also where you indicate if you want all or any part of the amount withheld to be treated as a Roth Elective Deferral. You can elect to contribute either a percentage of your Compensation or a flat dollar amount.

After your initial election, you can change your contribution rate at any time by making a new election online with Principal Financial Group. Your contribution rate election will only expire at the end of any period during which your Elective Deferrals are required to be suspended.

You can also cancel your contribution rate election at any time online or over the phone with Principal Financial Group. Your cancellation will be implemented as soon as administratively possible after your notice is received. If you do cancel your contribution rate election, you can make a new election online at Principal Financial Group at any time.

**Principal Financial Group can be reached online at www.principal.com or by calling 1.800.547.7754.**

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

**Automatic Enrollment and Increase**

The Plan provides for automatic enrollment with respect to certain "covered" Participants. This means that, if you are a covered Participant, we will automatically withhold 3% of your Compensation (the "automatic contribution percentage") as a pre-tax Elective Deferral unless you elect to withhold a different percentage of Compensation or to not withhold at all. You are a covered Participant if, as a new hire or rehire, you are newly eligible to make Elective Deferrals but you have not yet filed a Salary Deferral Agreement.

Your initial automatic contribution percentage will be increased periodically by 1 percentage point until it equals 6% of your Compensation. The first increase will occur on the first day of the second Plan Year that begins after the date the first amount is automatically withheld from your Compensation, and will be increased thereafter on the first day of each subsequent Plan Year.

If you are automatically enrolled but you elect not to participate or to make a different level of contribution, you may request a refund of all the automatic Elective Deferrals that have been withheld from your Compensation up to the date of the request (adjusted for any earnings or losses), provided the request is made no later than 90 days after the date the first amount is automatically withheld from your Compensation.

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

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

**In-Plan Roth Rollovers**

If you (1) are still an employee, (2) have terminated employment but you have an undistributed Account balance, (3) are still employed after your Normal Retirement Age, (4) are the surviving Spouse of a deceased Participant, and (5) are a former Spouse who is the alternate payee of a Participant under a qualified domestic relations order (QDRO) and you are eligible to receive a distribution from the Plan, you may be permitted to roll the distribution back into the Plan to your Roth contribution account. Such rollovers can be made with respect to distributions from your pre-tax Elective Deferral Account, Safe Harbor Contribution Account, Qualified Matching Contribution Account, and Qualified Non-Elective Contribution Account if you have reached age 59½. Such rollovers can also be made from the Vested Interest in your ACP Safe Harbor Matching Contribution Account, Non-Safe Harbor Matching Contribution Account, and Non-Safe Harbor Employer Contribution Account, provided you have reached age 59-1/2. Please contact the Plan Administrator for more information if you are interested in an In-Plan Roth Rollover.

**In-Plan Roth Conversions**
Even if you are not yet eligible for a distribution from the Plan and therefore not eligible for an In-Plan Roth Rollover, you can convert one or more of your accounts into your Roth contribution account. You can convert your pre-tax Elective Deferral Account, Safe Harbor Contribution Account, Qualified Matching Contribution Account, Qualified Non-Elective Contribution Account, Non-Safe Harbor Matching Contribution Account, Non-Safe Harbor Employer Contribution Account, and Rollover Contribution Account, provided you pay any income taxes that would be due had the funds actually been distributed from the Plan.

Please contact Principal Financial Group for more information if you are interested in an In-Plan Roth rollover or an In-Plan Roth conversion.

**How Your Compensation is Determined**
In general, you can make Elective Deferrals from all of the compensation that is paid or made available to you during the Plan Year, excluding any compensation received (a) as Fringe Benefit Payments; (b) as Deemed Code §125 Compensation; and (c) as Foreign Compensation.

**How Your Vested Interest is Determined**
Your Vested Interest in your Elective Deferral Account is 100% at all times.

## Safe Harbor Contributions

**How the Contribution is Determined**
In order to satisfy certain testing requirements, we will make an Safe Harbor Matching Contribution to the Plan for each eligible Participant equal to 100% of the Participant's Elective Deferrals (including "catch-up contributions") that do not exceed 6% of Compensation for the Allocation Period. The Allocation Period for this contribution is determined by the Employer.

**Matching Contributions for Qualified Student Loan Payments.** Effective as of August 29, 2025, the Plan will treat a qualified student loan payment as an Elective Deferral for purposes of receiving this Safe Harbor Matching Contribution.

To receive the match, you must be eligible to receive it under the current terms of the Plan. The amount of qualified student loan payments made to an eligible education institution on behalf of you, your Spouse, or any dependent at the time in which the indebtedness occurred, cannot exceed the maximum amount available to make an Elective Deferral under the Plan and any Elective Deferrals made to the Plan will reduce the amount considered as a qualified student loan payment. To claim a Matching Contributions for such qualified student loan payments and deliver a certification that a qualified student loan payment was made to an eligible education institution, please log into your account at www.principal.com and navigate to Contributions > Qualified student loan payments.

**How You Become a Participant**
To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the service requirement (and all Service with us, with any Adopting Employer, and with Scott Trial Lawyers, APC; Brett Schreiber, APC; Thorsnes Bartolotta McGuire, LLP will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Non-Resident Alien Employees; (c) Merger and Acquisition Employees; (d) Leased Employees; (e) Puerto Rico based Employees; (f) Employees who are classified as Independent Contractors by the Company; and (g) Employees of an Adopting Employer other than the Partner.

- **Service Requirement.** You must be credited with at least 90-day Period of Service.

- **Entry Date.** You will enter this part of the Plan as a Participant on the same date that you first satisfy the service requirement.

**How You Qualify for a Contribution**
Once you become a Participant in this part of the Plan, you will be eligible to receive an Safe Harbor Matching Contribution for any Plan Year for which we elect to make the contribution provided you are also eligible to make Elective Deferrals to the Plan at any time during that Plan Year. Safe Harbor Matching Contributions are allocated to your Safe Harbor Matching Contribution Account.

**How Your Compensation is Determined**
In general, the amount of any Safe Harbor Matching Contributions made on your behalf is based on all of the compensation that is paid or made available to you during the Allocation Period, excluding any compensation received (a) as Fringe Benefit Payments; (b) as Deemed Code §125 Compensation; and (c) as Foreign Compensation. However, no contributions will be made with respect to Compensation in excess of the annual dollar limit on Compensation, which is announced annually by the IRS (and is $350,000 for calendar year 2025 and $360,000 for calendar year 2026).

**How Your Vested Interest is Determined**
Your Vested Interest in your Safe Harbor Matching Contribution Account is 100% at all times.

## Non-Safe Harbor Matching Contributions

**How the Contribution Is Determined**
We may also make Non-Safe Harbor Matching Contributions to the Plan in order to match all or a portion of a Participant's Elective Deferrals. These contributions are not required, and whether or not we choose to make them is entirely within our discretion. If we do elect to make them, the formula, the amount of the contribution, and the frequency of the contribution, will also be determined at our discretion. And they will also be made with respect to any "catch-up contributions" made to the Plan.

**How You Become a Participant**
To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the service requirement (and all service with us, with any Adopting Employer, and with Scott Trial Lawyers, APC; Brett Schreiber, APC; Thorsnes Bartolotta McGuire, LLP will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Non-Resident Alien Employees; (c) Merger and Acquisition Employees; (d) Leased Employees; (e) Puerto Rico based Employees; (f) Employees who are classified as Independent Contractors by the Company; and (g) Employees of an Adopting Employer other than the Partner.

- **Service Requirement.** You must be credited with at least 90-day Period of Service.

- **Entry Date.** You will enter this part of the Plan as a Participant on the same date that you first satisfy the service requirement.

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

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

- **Terminated Participants.** If you terminate employment for any reason before the last day of an Allocation Period, you will be eligible to receive an allocation for that Allocation Period.

**How Your Compensation is Determined**
In general, the amount of any Non-Safe Harbor Matching Contributions made on your behalf is based on all of the compensation that is paid or made available to you during the Allocation Period, excluding any compensation received (a) as Fringe Benefit Payments; (b) as Deemed Code §125 Compensation; and (c) as Foreign Compensation. However, no contributions will be made with respect to Compensation in excess of the annual dollar limit on Compensation, which is announced annually by the IRS (and is $350,000 for calendar year 2025 and $360,000 for calendar year 2026).

**How Your Vested Interest is Determined**
Your Vested Interest in your Non-Safe Harbor Matching Contribution Account is determined by the schedule following this paragraph, based on your Years of Vesting Service (including Service with us, with any Adopting Employer, and with Scott Trial Lawyers, APC; Brett Schreiber, APC; Thorsnes Bartolotta McGuire, LLP). Any part of this account which is not Vested will be forfeited when you receive a distribution (or after you incur 5 consecutive Breaks in Service, if earlier).

1 Year of Vesting Service .....0% Vested
2 Years of Vesting Service.....20% Vested
3 Years of Vesting Service.....40% Vested
4 Years of Vesting Service.....60% Vested
5 Years of Vesting Service.....80% Vested
6 Years of Vesting Service.....100% Vested

## Non-Elective Contributions

**How the Contribution Is Determined**
We may also make Non-Elective Contributions to the Plan. Making these contributions is totally discretionary on our part, as is the amount should we decide to make them.

**How You Become a Participant**
To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the service requirement (and all service with us, with any Adopting Employer, and with Scott Trial Lawyers, APC; Brett Schreiber, APC; Thorsnes Bartolotta McGuire, LLP will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Non-Resident Alien Employees; (c) Merger and Acquisition Employees; (d) Leased Employees; (e) Puerto Rico based Employees; (f) Employees who are classified as Independent Contractors by the Company; and (g) Employees of an Adopting Employer other than the Partner.

- **Service Requirement.** You must be credited with at least 90-day Period of Service.

- **Entry Date.** You will enter this part of the Plan as a Participant on the same date that you first satisfy the service requirement.

**How You Qualify for a Contribution Allocation**
Once you become a Participant in this part of the Plan, you are eligible for a Non-Elective Contribution for any Allocation Period in which we make one if you satisfy the requirements (if any) described below for that Allocation Period. Non-Elective Contributions are allocated to your Non-Safe Harbor Employer Contribution Account.

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

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

**How the Contribution is Allocated**

Non-Elective Contributions are allocated using the grouping method. Under this method, you will be assigned to a group which will share in the contribution (if any) that we make for that group. The amount contributed for each group will be allocated in the ratio that the Compensation of each Participant who is a member of that group bears to the total Compensation of all Participants who are members of that group. This means that the amount allocated to the Non-Safe Harbor Employer Contribution Account of each Participant who is a member of that group will, as a percentage of Compensation, be the same. For example, if the contribution made for a particular group is equal to 5% of the total Compensation of all Participants who are members of that group, then that is the amount that will actually be allocated each such Participant's Non-Safe Harbor Employer Contribution Account.

**How Your Compensation is Determined**

In general, the amount of any Non-Elective Contributions made on your behalf is based on all of the compensation that is paid or made available to you during the Allocation Period, excluding any compensation received (a) as Fringe Benefit Payments; (b) as Deemed Code §125 Compensation; and (c) as Foreign Compensation. However, no contributions will be made with respect to Compensation in excess of the annual dollar limit on Compensation, which is announced annually by the IRS (and is $350,000 for calendar year 2025 and $360,000 for calendar year 2026).

**How Your Vested Interest is Determined**

Your Vested Interest in your Non-Safe Harbor Employer Contribution Account is determined by the schedule following this paragraph, based on your Years of Vesting Service (including Service with us, with any Adopting Employer, and with Scott Trial Lawyers, APC; Brett Schreiber, APC; Thorsnes Bartolotta McGuire, LLP). Any part of this account which is not Vested will be forfeited when you receive a distribution (or after you incur 5 consecutive Breaks in Service, if earlier).

1 Year of Vesting Service .....0% Vested
2 Years of Vesting Service.....20% Vested
3 Years of Vesting Service.....40% Vested
4 Years of Vesting Service.....60% Vested
5 Years of Vesting Service.....80% Vested
6 Years of Vesting Service.....100% Vested

## Top Heavy Requirements

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

## Maximum Allocation Limitations

The amount of contributions and forfeitures that can be allocated to your Account for any Plan Year is limited by law to the lesser of 100% of your Compensation or the annual dollar limit (which is announced annually by the IRS, and is $70,000 for calendar year 2025 and $72,000 for calendar year 2026). However, this dollar limit does not apply to the amount of earnings that can be allocated to your Account, to the amount of any Rollover Contributions you can make to the Plan, or to any other funds transferred to this Plan on your behalf from another qualified plan.

## Rollover Contributions

If you participated in another retirement plan, you may be permitted to roll over any distribution you receive from the other plan to this Plan if all legal requirements (and any requirements imposed by the Administrator) on such rollovers are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds into this Plan. If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in your Rollover Account. If this Plan accepts a Rollover Contribution of Roth Elective Deferrals, it will separately account for the Roth Elective Deferrals and for any prior (and subsequent) earnings or losses attributable to such Roth Elective Deferrals. Your Vested Interest in your Rollover Account will be 100% at all times. Rollover Contributions which are withdrawn from the Plan can be redeposited in the Plan.

## Distribution of Benefits

**Distributions for Reasons other than Death**

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

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

For purposes of determining your Required Beginning Date when these minimum distributions must begin, the "Applicable Age" is defined as attainment of age 70 ½ for Participants born before July 1, 1949; age 72 for Participants born on or after July 1, 1949, but before January 1, 1951; age 73 for Participants born on or after January 1, 1951 but before January 1, 1960; and age 75 for Participants who are born on or after January 1, 1960. This applicable age may be adjusted with future legislation or guidance.

The form and timing of required minimum distributions under the Plan are governed by many factors including marital status, time of death, and the designation of a beneficiary to receive your Account in case of death. Please contact the Plan Administrator regarding the available forms and the timing of distributions from your Account.

Minimum Required Distributions of Roth Accounts. Effective for taxable years beginning after December 31, 2023, your Roth Accounts, if any, will not be included when determining the minimum required distribution or incidental death benefit prior to your death. This consideration will not be applied to any distributions made before January 1, 2024, that are paid on or after such date.

**Distributions upon Death**

Your Vested Interest will be distributed to your beneficiary as soon as administratively feasible after your death. If you are not married, you can name anyone to be your beneficiary. If you are married, your Spouse by law is your beneficiary unless he or she waives the death benefit in writing. Your Vested Interest will be distributed to your beneficiary in a lump sum.

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

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

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

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

**Cash-Outs of Small Accounts**

If your employment is terminated for any reason and your Vested Interest is $7,000 or less (excluding your Rollover Account balance) it will be distributed in a lump sum, or, at your election, will be rolled over to another qualified retirement plan or to an individual retirement account (IRA) of your choosing. However, if you do not make an election, then the distribution (a) will be made in a lump sum if your Vested Interest is $1,000 or less; or (b) if your Vested Interest is more than $1,000, will be rolled over to an individual retirement account (IRA) that we establish for you at a qualified financial institution of our choosing. The IRA provider will charge your IRA for any expenses associated with the establishment and maintenance of the IRA and with the investments of the IRA. You will be given more information at the time of distribution regarding the IRA provider and any associated fees or expenses.

**In-Service Distributions**

As long as you are still our employee, you can elect at any time to take a lump sum distribution of up to 100% of the following accounts:

- **Safe Harbor Contribution Account.** You can request a distribution from your Safe Harbor Contribution Account if you have reached Normal (or Early) Retirement Age, or earlier if you have reached age 59½, or.

- **Elective Deferral Account.** You can request a distribution from your Elective Deferral Account if you have reached Normal (or Early) Retirement Age, or earlier if you have reached age 59½, or.

- **Qualified Matching Contribution Account.** You can request a distribution from your Qualified Matching Contribution Account if you have reached Normal (or Early) Retirement Age, or earlier if you have reached

age 59½, or. This account is one to which we may elect to make contributions in order to pass certain Plan testing requirements.

- **Qualified Non-Elective Contribution Account.** You can request a distribution from your Qualified Non-Elective Contribution Account if you have reached Normal (or Early) Retirement Age, or earlier if you have reached age 59½, or. This account is one to which we may elect to make contributions in order to pass certain Plan testing requirements.

- **Non-Safe Harbor Matching Contribution Account.** You can request a distribution from your Non-Safe Harbor Matching Contribution Account if you have reached Normal (or Early) Retirement Age, or earlier if you have reached age 59½.

- **Non-Safe Harbor Employer Contribution Account.** You can request a distribution from your Non-Safe Harbor Employer Contribution Account if you have reached Normal (or Early) Retirement Age, or earlier if you have reached age 59½.

- **Rollover Contribution Account.** You can request a distribution from your Rollover Contribution Account at any time.

**In-Service Distribution for Qualified Birth or Adoption.** Effective as of August 29, 2025, you may request an in-service distribution in connection with the qualified birth or adoption (QBAD) of any child who has not attained age 18 (excluding a Spouse's child) or a child who is physically or mentally incapable of self-support, regardless of age. QBAD distributions will not be subject to the penalty tax for early distributions, are not subject to mandatory withholding, are not eligible for direct rollover, and must be made within the 1-year period following the birth or adoption of a child. The maximum amount available per individual per child is $5,000. Distribution for the birth or adoption of a child is not related to any other provision or reason that may or may not permit in-service distributions from the Plan. If the Plan allows Rollover Contributions, any such QBAD (or a portion thereof) may be returned to the Plan as a Rollover Contribution at any time during the 3-year period beginning on the day after the date on which you received such distribution.

**In-Service Distributions for Cases of Domestic Violence *(not available in money purchase plans)*.** Effective as of August 29, 2025, if you are a victim of domestic abuse, you may request a distribution up to the lesser of $10,000 *(as adjusted for cost-of-living)* or 50% of your Vested Account balance in this and all Plans of the Employer. Such distribution must be made during the 1-year period beginning on any date on which you are a victim of domestic abuse by a Spouse or Domestic Partner. The term "domestic abuse" means the physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate you, or to undermine your ability to reason independently, including by means of abuse of your child or another family member living in the household. The Administrator may rely upon your certification unless it has direct knowledge to the contrary. Such distribution will not be subject to the early tax on distributions, is not eligible for rollover treatment, and may be repaid back to the Plan within 3 years of the date it was distributed. Please contact the Administrator for the necessary steps to request a distribution.

**In-Service Distributions for Certain Emergency Expenses.** Effective as of August 29, 2025, you may request a distribution for an emergency personal expense. Such emergency expense distribution will be limited to the lesser of $1,000 or an amount equal to the excess of your total Vested Account under the Plan as of the date of distribution over $1,000. Only one emergency expense distribution may be made per calendar year from this and all Plans maintained by the Employer and may be repaid to the Plan within 3 years of the date it was distributed. However, no amount may be rolled during the immediately following 3 calendar years unless such previous distribution is fully repaid to the Plan or, if this is a 401(k) Plan, the aggregate of Elective Deferrals and Voluntary Employee Contributions (if any) contributed subsequent to such previous distribution is at least equal to the amount of such previous distribution which has not been repaid.

For this purpose, an "emergency expense distribution" means a distribution for purposes of meeting an unforeseeable or immediate financial need relating to expenses incurred for a necessary personal or family emergency. The Administrator may rely on your written certification of such emergency unless the Administrator

has actual knowledge to the contrary. Any such distribution is not subject to the early withdrawal penalty and is not eligible for favorable rollover treatment.

**In-Service Distribution Due to Terminal Illness.** Effective with distributions made after August 29, 2025, if (a) you are a terminally ill Participant and (b) you request a permissible in-service distribution from the Plan (e.g., hardship, attained age 59 ½, etc.) then the distribution amount will be includable in gross income but will not be subject to the Code §72(t)(2)(L) early distribution tax. You may recontribute all or any part of a terminal illness distribution to an IRA or to a qualified retirement plan that accepts Rollover Contributions, provided such recontribution is made within the 3-year period beginning on the date after the date on which the distribution was received.

You are considered "terminally ill" if you have been certified by a physician as having an illness or physical condition which can reasonably be expected to result in your death within 84 months or less after the date of the certification. You must provide the Administrator with the physician's certification before any such distribution is made. The certification must include: (a) a statement that your illness or physical condition can be reasonably expected to result in death in 84 months or less after the date of certification; (b) a narrative description of the evidence that was used to support the statement of illness or physical condition described at (a); (c) the name and contact information of the physician (who is legally authorized to practice medicine and surgery by the State in which the doctor performs such function or action) making the statement; (d) the date the physician examined you or reviewed the evidence you provided and the date that the physician signed the certification; and (e) the signature of the physician making the statement and an attestation from the physician that by signing the form, they confirm that they composed the narrative description on their examination of you or their review of the evidence provided by you. If you are a physician, you cannot certify your own terminal illness. The underlying documentation upon which the physician's certification is based does not need to be provided to the Administrator, but you should retain it with your tax records.

**Qualified Disaster Recovery Distributions.** If you are the victim of a qualified federally declared disaster, you may be entitled to a Qualified Disaster Recovery Distribution which allows distribution from your Account. Special rules apply and the amount available to borrow or distribute is limited. Please see the Administrator for details about the timing and repayment of any such distributions. A qualified disaster recovery distribution is a distribution to a qualified individual that is made from an eligible retirement plan on or after the first day of the incident period of a qualified disaster and before the date that is 180 days after the latest of the following three dates:

- Dec. 29, 2022,
- The first day of the incident period with respect to the qualified disaster, or
- The date of the disaster declaration with respect to the qualified disaster.

With respect to a particular disaster, the maximum aggregate amount (from all plans and IRAs) of distribution is $22,000.

**Hardship Distributions**

You may be eligible to take a distribution from the Plan to pay for certain financial hardships. All hardship distributions must comply with the terms of the Administrative Policy Regarding Financial Hardship Distributions established by the Administrator. If a copy of the financial hardship distribution policy is not attached to this summary, you can obtain one from the Administrator.

## Loan to Participants

You are permitted to borrow from the Plan with the approval of the Administrator. All loans must comply with the terms of the Administrative Policy Regarding Participant Loans established by the Administrator. If a copy of the loan policy is not attached to this summary, you can obtain one from the Administrator.

## Investment of Accounts

Subject to an investment policy established by the Administrator, you can direct how your Account will be invested. You can choose from any investment options offered by the Plan. You can switch between investments Daily online (www.principal.com) or over the phone (1.800.547.7754) with Principal Financial Group. Any change you wish to make to your investments will go into effect as soon as practicable after the change is requested. All earnings and losses on your directed investments will be credited directly to your Account. Investment results will reflect any fees and investment expenses for the investments you select. You may request more information on fees associated with an investment option from the Administrator. At the appropriate time, we will provide you with more detailed information about the investment options offered by the Plan.

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

## Tax Withholding on Distributions

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

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

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

## Application of Forfeitures

If you terminate employment when you are not fully Vested in your Plan Account balance, the non-vested amount is called a "Forfeiture" and remains in the Plan in a Forfeiture Account. Forfeiture Accounts are then used to restore previous Forfeitures of terminated Participants' Accounts who may return to employment or used to correct administrative or operational errors in the Plan. Forfeitures will be applied as soon as administratively feasible but no later than the last day of the Plan Year following Plan Year in which the Forfeiture occurred.

If amounts remain in the Forfeiture Account after restoring Accounts or making corrections, those Forfeitures will be used to offset Plan expenses, used to reduce any combination of Employer Contributions to the extent permitted under Internal Revenue Service guidelines, added to any combination of Employer Contributions to the extent permitted under IRS guidelines, or allocated to Participants. Any Forfeitures allocated to your Account will

be allocated on a uniform, nondiscriminatory basis, and in determining the group of Participants who are eligible to receive such allocation, the Employer may require that you be employed by the Employer on the last day of the Allocation Period in addition to any other allocation conditions used to determine Benefiting Participants for purposes of other Employer Contributions.

## Claims Procedure

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

**Exhaustion of Remedies**
No civil action for benefits under the Plan will be brought unless and until you have (1) submitted a timely claim for benefits in accordance with the provisions of this Section; (2) been notified by the Administrator that the claim has been denied; (3) filed a written request for a review of the claim in accordance with the applicable provisions of paragraphs (e) or (f) below; and (4) been notified in writing of an adverse benefit determination on review.

**Grounds for Judicial Review**
Any civil action will be based solely on your advanced contentions in the administrative review process, and the judicial review will be limited to the Plan document and the record developed during the administrative review process as set forth in this Section.

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

Any Employee, Participant or Beneficiary who files a claim for benefits under the Plan is a "Claimant" under these claims procedures.

As a Claimant, you may authorize a representative to act on your behalf with respect to any claim under the Plan. The representative must provide satisfactory evidence to the Administrator of its authority to act on your behalf, such as a letter of authority with your notarized signature. To the extent consistent with the authority you grant to your representative, references to “you” or to "Claimant" in these claims procedures include your representative.

The Administrator may review claims under the Plan or may delegate that authority to an appropriate claims adjudicator. References in these claims procedures to the Administrator include any claims adjudicator acting on behalf of the Administrator. Benefit claim determinations shall be made based on the applicable provisions of the Plan document and any documents of general application that interpret the Plan provisions and are maintained by the Employer or the Administrator for purposes of making benefit determinations. The Administrator shall take such steps as are necessary to ensure and verify that benefit claim determinations are made in accordance with such documents and that the Plan provisions are being applied consistently with respect to similarly situated Claimants. All notices to Claimants will be written in a manner calculated to be understood by the Claimant.

**Review of Non-Disability Benefit Claims**
The provisions of this paragraph will apply if your claim for a benefit does not require a determination as to whether or not you are disabled or if a claim requires a Disability determination, but that determination is made outside the Plan for reasons other than determining eligibility for a Plan Benefit. Examples of this are where the Disability determination is based solely on whether you are entitled to disability benefits under either the Social Security Act or the Employer’s long term disability plan.

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim in whole in part, the Administrator will give you a written or electronic notice of its decision within 90 days of the date the claim was filed, unless an extension of time is necessary or you voluntarily agree to an extension. If special circumstances require an extension, the Administrator will notify you before the end of the initial review period that additional review time is necessary. The notice for an extension (a) will specify the circumstances requiring a delay and the date that a decision is expected to be made; and (b) will describe any additional information needed to resolve any unresolved issues. Unless the Administrator requires additional information from you to process the claim, the review period cannot be extended beyond an additional 90 days unless you voluntarily agree to a longer extension or the Administrator determines that special circumstances require a further extension. If special circumstances require a further extension, the Administrator will notify you before the end of the extended review period that further additional review time is necessary and such notice will describe the special circumstances requiring a further delay and specify the date a decision is expected to be made. The Administrator cannot extend the review period beyond an additional 90 days unless you voluntarily agree to a longer extension. If the Administrator requires additional information from you to process the claim and a timely notice requesting the additional information is transmitted to you, it must be provided within 90 days of the date that the notice is provided by the Administrator.

- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) a description of the Plan's review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (f) a statement that if you request a review of the Administrator's decision and the reviewing fiduciary's decision on review is adverse to you, there is no further administrative review following the initial review, and that you then have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 60 days of the date on which you receive such notice, you may obtain review of the decision as explained in the next paragraph.

- **Right to Appeal.** Within the 60-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request for such review. The written request must contain the following information: (a) the date on which your request was received by the Administrator; (b) the specific portions of the denial of your claim which you request be reviewed; (c) a statement setting forth the basis upon which you believe the Administrator's denial of your claim should be reversed and your claim should be accepted; and (d) any other written information (offered as exhibits) which you want to be considered to explain your position, without regard to whether such information was submitted or considered in the initial benefit determination.

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

**Review of Disability Benefit Claims**

The provisions of this paragraph will apply if your claim for a benefit requires a determination as to whether or not you are disabled. These provisions will not apply if a Disability determination is made outside the Plan for reasons other than determining eligibility for a Plan Benefit. Examples of this are where the Disability determination is

based solely on whether you are entitled to disability benefits under either the Social Security Act or the Employer's long term disability plan.

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim for a Disability benefit in whole or in part, the Administrator will transmit to you a written or electronic notice of its decision within 45 days of the date the claim was filed, unless an extension of time is necessary or you voluntarily agree to an extension. If, prior to the expiration of the initial 45-day period, the Administrator determines that a decision cannot be made within that initial 45-day period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the 45-day review period that a 30-day extension of time is necessary. If, prior to the end of the first 30-day extension period, the Administrator determines that a decision cannot be made within that first 30-day extension period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the first 30-day extension period that an additional 30-day extension of time is necessary. Any notice of an extension of time will (a) specify the circumstances requiring the extension of time and the date a decision is expected to be rendered; (b) explain the standards on which entitlement to a Disability Benefit is based; (c) state the unresolved issues that prevent a decision on the claim; and (d) describe any additional information needed to resolve those issues. If the Administrator requires additional information from you to process the Disability Benefit claim and a timely notice requesting the additional information is transmitted to you, you must provide the additional information within 45 days of the date the notice is provided. The claims review period will be temporarily suspended until the earlier of the date you provide the required information or the end of your permitted response period.

  The notice requesting additional information may also serve as notice of a claim denial if the notice clearly states that unless you provide the requested information within the prescribed time period, the claim will be denied for failure to provide sufficient information. A combined notice must provide both the information described above and the information under *Notice of Denial* below. If you are required to provide additional information, the Administrator has discretion to decide whether to request the information and extend the initial review period as described in this section or, instead, to deny the claim on the basis that there is not sufficient information to proceed.

- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) either (1) if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, either the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy thereof is available upon request, free of charge or (2) an affirmative statement that the claim denial is ***not*** based on an internal rule, guideline, protocol, or other similar criterion; (f) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the Claimant's medical circumstances, or a statement that such explanation is available upon request, free of charge; (g) a discussion of the decision, including an explanation for disagreeing with or not following (1) the views you presented of health care professionals who treated you and vocational professionals who evaluated you; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied on in making the determination; and (3) any Disability determinations made by the Social Security Administration; (h) a description of the review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (i) a statement that if you request a review of the Administrator's decision and the review is adverse to you, that there is no further administrative review following such initial review, and that you have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 180 days of the date you receive the notice, you may obtain review of the decision as explained in the next paragraph.

- **Right to Appeal.** Within the 180-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request

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

- **Review by Alternate Reviewer.** Review of a Disability Benefit claim that has been denied under the procedures described in the preceding two paragraphs will be conducted by a reviewer who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. The reviewer will not afford deference to the initial adverse benefit determination, but will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If the adverse benefit determination was based on a medical judgment, the reviewer will consult with an appropriate health care professional who (a) was not consulted on the original adverse benefit determination, (b) is not subordinate to someone who was consulted on the original adverse benefit determination, and (c) has appropriate training and experience in the field of medicine involved in the medical judgment. The reviewer will either (1) provide you with a list of any experts whose advice was obtained on the original adverse determination, without regard to whether the advice was relied upon in making the determination or (2) notify you that you may request, in writing, a list of such experts. You must also be provided reasonable access to, and copies of, all documents, records and other information relevant to your claim. No fee may be charged for such access and/or copies.

- **Review on Appeal.** In general, your appeal will be reviewed within 45 days of the date it is received by the Administrator (unless special circumstances require an extension to 90 days and you are so notified before the end of the 45-day review period). The reviewer will conduct a full and fair review of the Administrator's decision denying your claim for benefits and will render its written decision. If the reviewer anticipates denying your appeal, whether in whole or in part, based on new or additional evidence or a new or additional rationale, the reviewer must provide you with (i) the new or additional evidence considered, relied upon, or generated by or at the direction of the Plan, the insurer, the reviewer, or any other person making the benefit determination and/or (ii) the new or additional rationale for the determination. The information must be provided to you free of charge and as soon as possible so that you have a reasonable opportunity to review the information and submit a response before the reviewer is required to render its decision. If the reviewer decides for whatever reason to deny, whether in whole or in part, your appeal of an adverse benefit determination, the reviewer's decision will be provided in a culturally and linguistically appropriate manner and contain the following: (a) the specific reasons for the denial; (b) reference to specific Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (d) either (1) if the claim denial is based on an internal rule, guideline, protocol, or other similar criterion, either the specific rule, guideline, protocol, or other similar criterion or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion is available upon request, free of charge or (2) an affirmative statement that the claim denial is ***not*** based on an internal rule, guideline, protocol, or other similar criterion; (e) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation is available upon request, free of charge; (f) a discussion of the decision, including an explanation for disagreeing with or not following (1) the views you presented of health care professionals who treated you and vocational professionals who evaluated you; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied on in making the determination; and (3) any Disability determinations made by the Social Security Administration; (g) a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (h) a statement that you have a right to bring a civil action under ERISA §502(a).

- **Additional Levels of Appeal.** If the Plan provides additional level(s) of appeal, the Plan may not require you to file more than two appeals of an adverse benefit determination prior to bringing a civil action under ERISA

Section 502(a). If the Plan offers voluntary level(s) of appeal, then (a) the Plan waives any right to assert that you failed to exhaust administrative remedies because you did not submit a benefit dispute to any voluntary level of review provided by the Plan; (b) any statute of limitations or other defense based on timeliness is temporarily suspended during the time that a voluntary appeal pursuant to the Plan's procedures is pending; (c) you may only submit a benefit dispute to a voluntary level of review if you have exhausted the appeals permitted above; and (d) the Plan provides to you, upon request, sufficient information concerning the voluntary level(s) of appeal to enable you to make an informed decision about whether to submit a benefit dispute to the voluntary level of appeal, including (1) a statement that your decisions as to whether or not to submit a dispute to the voluntary level of appeal will have no effect on your right to other benefits under the Plan, (2) information about the applicable rules, (3) your right to representation, (4) the process for selecting a decision maker, and (5) any circumstances that may affect the impartiality of the decision maker. No fees or costs may be imposed on you as part of the voluntary level of appeal.

## Participants Absent Because of Military Duty

**Participants who Die During Military Absence**

If you are absent from employment with us because of military service and you die on or after January 1, 2007 while you are performing "qualified" military service (as defined under the Internal Revenue Code), you will be treated as having returned to employment on the day before your death for Vesting purposes. However, you will not be entitled to any additional benefits or contributions with respect to your period of military leave.

**Qualified Reservist Distributions**

A Qualified Reservist Distribution may be made to a Participant who is a Qualified Reservist under any circumstance and/or for any reason. A Qualified Reservist Distribution is any distribution of Elective Deferrals to a Qualified Reservist that is made during the period beginning on the date the Qualified Reservist is ordered or called to active duty and ending on the last day of active duty. A Qualified Reservist is an individual who is a member of a reserve component and is called to active duty after September 11, 2001 either for a period in excess of 179 days or for an indefinite period.

A Participant who is a Qualified Reservist may request a Qualified Reservist Distribution on or after the date of the order or call to active duty and before the last day of the Plan Year during which the order or call to active duty occurred. The Administrator must receive a copy of the order or call to active duty prior to any amounts being distributed. The Administrator may rely on the order to determine the period that the Qualified Reservist has been ordered or called to active duty. The Qualified Reservist is eligible for a Qualified Reservist Distribution if the order specifies a period of 180 or more days. It does not matter if the actual period of active duty is less or otherwise changed. A Qualified Reservist will be eligible for a Qualified Reservist Distribution if the original order or call is less than 180 days and subsequent calls or orders increase the total period of active duty to 180 or more days.

Qualified Reservist Distributions are not subject to the 10% early withdrawal penalty tax. In addition, at any time during the two-year period beginning on the day after the last day of the Qualified Reservist's active duty, a Qualified Reservist who has received one or more such distributions may make one or more repayment contributions to an IRA, up to the total amount of the Qualified Reservist Distributions, and the dollar or compensation limitations that apply to contributions to an IRA do not apply to these repayments. However, you will not receive any tax deduction for repayment of Qualified Reservist Distributions to an IRA.

**Active Duty Severance Distributions**

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

## Other Information

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

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

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

**Payment of Plan Expenses**
The Plan routinely incurs expenses for the services of lawyers, actuaries, accountants, third party administrators, and other advisors. Some of these expenses may be paid directly by us while other expenses may be paid from the assets of the Plan. The expenses that are paid from Plan assets will either be shared by all Participants or will be charged directly to the Account of the Participant on whose sole behalf the expense is incurred, as explained in more detail in the Administrative Policy Regarding Payment of Plan Expenses established by the Administrator. If this policy is not attached to this summary, you can obtain a copy from the Administrator.

## Statement of ERISA Rights

**Your Right to Receive Information**
You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled to (a) examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration; (b) obtain copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description upon written request to the Administrator. The Administrator may make a reasonable charge for the copies; (c) receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report; and (d) obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (which is defined elsewhere in this summary plan description) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

**Duties of Plan Fiduciaries**
In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

**Enforcement of Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to $110 a day, up to a maximum amount per request as provided by law, until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Administrator. If you have questions about this statement or about your ERISA rights, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or contact them at https://www.dol.gov/agencies/ebsa/about-ebsa/about-us/organization-chart or at the Deputy Assistance Secretary, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210, Attn: 3001 Comment Request.

You can call the Employee Benefits Security Administration (the EBSA) at (866) 444-3272; TTY/TDD users: (877) 889-5627. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA. You may also obtain additional pension-related information at the Department of Labor's website at https://www.dol.gov/sites/dolgov/files/EBSA/about-ebsa/our-activities/resource-center/publications/what-you-should-know-about-your-retirement-plan.pdf where you can review a publication called "*What You Should Know About Your Retirement Plan*."

## Glossary

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

**Account.** Your Account represents the aggregate value of the contributions made to the Plan on your behalf, as well as the net earnings on those contributions. Your Account may include (but is not limited to) the following sub-accounts: the Elective Deferral Account; the Safe Harbor Matching Contribution Account; the Non-Safe Harbor Matching Contribution Account; and the Non-Safe Harbor Employer Contribution Account.

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

**Disability.** Disability is a physical or mental impairment you suffer after you become a Participant in the Plan (and while you are still an employee) which, in the opinion of the Social Security Administration, qualifies you for disability benefits under the Social Security Act in effect on the date that you suffer the mental or physical impairment.

**Early Retirement Age.** Early Retirement Age is the date you reach age 62.

**Foreign Compensation.** Foreign Compensation, in general, is compensation paid to a Non-Resident Alien Employee who is not a Participant in the Plan.

**Fringe Benefit Payments.** Fringe Benefit Payments, in general, are reimbursements or other expense allowances, cash and noncash fringe benefits, moving expenses, deferred compensation, and welfare benefits.

**Independent Contractor.** An individual who is not classified as a common law Employee by the Employer or a member of the same Controlled Group or Affiliated Service Group on payroll records, as identified by a specific job code or work status code. If a court or governmental authority subsequently determines such individual is a common law Employee and not an Independent Contractor, such individual will be eligible to participate in the Plan as a common law employee only on a prospective basis following such decision unless specifically excluded from participating in this Plan.

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

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

**Merger and Acquisition Employee.** A Merger and Acquisition Employee is, generally, an individual who becomes, or ceases to be, an Employee as a result of a merger of acquisition.

**Non-Elective Contribution.** A Non-Elective Contribution is an additional type of contribution that we may elect to make for any Plan Year. Non-Elective Contributions are generally made as a percentage of pay.

**Non-Resident Alien Employee.** A Non-Resident Alien Employee is an individual who is neither a citizen of the United States of America nor a resident of the United States of America and who does not receive earned income from the Employer which constitutes income from sources within the United States.

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

**Puerto Rico Based Employee.** A Puerto Rico Based Employee is an Employee who resides in Puerto Rico.

**Spouse.** The person to whom you are legally married.

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

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