

**Summary Plan Description  
of the  
The MidwestHR, LLC 401(k) and Profit Sharing Plan  
For Employees of Bird in the Hand Staffing, LLC  
("Plan")**

**NOTICE:** The provisions described in this Summary Plan Description are subject to approval by the Internal Revenue Service. If the Internal Revenue Service requires changes in any of the provisions of the Plan which affect this Summary Plan Description, you will be notified of the changes.

**Edition Date: January 2019**

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## INTRODUCTION

Under the Employee Retirement Income Security Act of 1974 (“ERISA”), any person who has rights or obligations under a plan of retirement benefits is entitled to a copy of a Summary Plan Description (“SPD”) of the Plan. This SPD is designed to give you an understanding of the basic provisions of the Plan in easy to understand terms and provides a description of the kinds of benefits, if any, you may receive from the Plan. Any benefits you may receive from the Plan are in addition to any Social Security benefits to which you may be entitled.

Please note, however, that if any statements made in this SPD conflict with the provisions of the Plan documents, which legally govern the Plan, such conflict must be resolved in favor of the Plan documents rather than the SPD. The Plan Administrator has copies of these documents available for your inspection.

Your participation in the Plan guarantees neither you nor your Beneficiaries any rights to Plan benefits other than those outlined in the Plan. You are not guaranteed employment with your Employer or the Principal Employer and neither you nor your Beneficiaries will have any rights with respect to your Employer or its assets merely because you are a Plan Participant.

## EMPLOYER INFORMATION

### PRINCIPAL EMPLOYER:

MidwestHR, LLC  
1200 Internationale Parkway, Suite 200  
Woodridge, IL 60517  
(630) 836-3000

**PRINCIPAL EMPLOYER’S  
IDENTIFICATION NUMBER:** 88-0457743

### EMPLOYER:

Bird in the Hand Staffing, LLC  
614 State Route 116  
Metamora, IL 61548  
(309) 467-5254

**EMPLOYER’S IDENTIFICATION NUMBER:** 46-3050421

In addition to your Employer and the Principal Employer, there are other employers that participate in the Plan. You may receive from the Plan Administrator, upon written request, information as to whether a particular employer is participating in the Plan, and if so, the employer’s address.

## PLAN INFORMATION

**PLAN:** The MidwestHR, LLC 401(k) and Profit Sharing Plan

**PLAN NUMBER:** 333

**TYPE OF PLAN:** This Plan is a multiple employer defined contribution plan. This means that two (2) or more Employers participate under the Plan. There is a definite formula for determining the Employer’s contribution, if any. Each Employer determines from year to year the amount to be contributed to the Plan. An Employer may decide in

any year not to make a contribution. If a contribution is made, it will be allocated to the accounts of Participants of that Employer who are eligible to share in the contributions in accordance with the allocation formula described in the section entitled "Your Employer's Contributions". The amount of benefit you may receive from the Plan will depend on the number of Years of Credited Service you earn, the amount of contributions your Employer makes to the Plan on your behalf, and the investment experience of the Trust Fund. When you become eligible to receive your benefit, you will be entitled to your Vested Interest in the value of your Account(s).

This Plan also includes a salary deferral feature that meets the requirements of Code section 401(k). Once you become eligible to participate you may elect to have your future Compensation reduced under a Salary Reduction Agreement and have your Employer contribute that amount on your behalf to the Plan.

**PLAN ADMINISTRATOR(S):**

Jeffrey Bartelt  
1200 International Parkway, Suite 200  
Woodridge, IL 60517  
(630) 836-3000

The Plan Administrator oversees the management of the Plan in its day-to-day operation, such as determining eligibility, maintaining Participant records, handling claims and appeals, and authorizing benefit payments. In addition, the Plan Administrator is responsible for all government reporting relating to the Plan.

**AGENT(S) FOR SERVICE OF LEGAL PROCESS:**

Jeffrey Bartelt  
1200 International Parkway, Suite 200  
Woodridge, IL 60517  
(630) 836-3000

The Agent for Service of Legal Process is responsible for receiving any legal papers or summons for the Plan. However, service of legal process may also be made upon the Plan Administrator, named Fiduciary or any Trustee of the Plan.

**TRUSTEE(S):**

Thomas Nanninga and Jeffrey Bartlet  
1200 International Parkway, Suite 200  
Woodridge, IL 60517  
(630) 836-3000

The Trustee has responsibility for overseeing the investment and management of the assets of the Trust Fund, and for monitoring the investment performance and security of the selected investment choices. The Trustee is also responsible for all government reporting relating to the Trust Fund. The Trustee may delegate some of its responsibilities to another person, firm or entity.

**NAMED FIDUCIARY(IES):**

Jeffrey Bartelt  
1200 International Parkway Sui  
Woodridge, IL 60517  
(630) 836-3000

The named Fiduciary exercises discretionary authority over the Plan and directs the Trustee(s). The named Fiduciary is responsible for selecting, within guidelines established under the Plan, the investment choices offered under the

Plan. The named Fiduciary shall also be responsible for monitoring the investment performance and security of the selected investment choices. The named Fiduciary is further responsible for insuring that the investment options offered to Participants provide a wide range of alternatives with a variety of return and risk characteristics for the Participants to choose from and for providing disclosure information to Participants. The named Fiduciary may decline to implement Participant investment instructions which would result in a prohibited transaction under ERISA Section 406 and/or which would generate income that would be taxable to the Plan as well as any instructions that could result in a loss in excess of a Participant's account balance.

Each Employer is also a Fiduciary with respect to its own Plan.

## **ELIGIBILITY**

### **WHAT ARE THE PLAN'S ELIGIBILITY REQUIREMENTS?**

You will be eligible to participate in the Plan on the next Entry Date on or after the date you meet the age and service requirements shown in the table below, provided you are in Eligible Employment:

<b>Type of Contribution</b>	<b>Age</b>	<b>Service</b>	<b>Entry Date</b>
Elective Roth 401(k)	18	1 Year of Service and 1000 Hours	First day of any month

### **WHAT DO I NEED TO DO TO PARTICIPATE IN THE PLAN?**

You will become a Participant on the Entry Date coinciding with or immediately following the date you satisfy the eligibility requirements. At the time you first become eligible for the Plan you will be asked to enroll online at [www.TA-Retirement.com](http://www.TA-Retirement.com) or via telephone at (800) 401-TRAN (8726). In lieu of enrolling online or via telephone you may complete an enrollment form to have Elective and Roth 401(k) Contributions made to the Plan on your behalf. If you elect not to begin making such contributions when you first become eligible, you may elect to do so as of any subsequent Entry Date, or within a reasonable period of time as established by the Plan Administrator, provided you comply with the enrollment procedures.

### **MAY I RESUME PARTICIPATION IN THE PLAN IF I TERMINATE EMPLOYMENT AND I AM SUBSEQUENTLY REHIRED?**

Yes. If you make Elective Contributions and/or Roth 401(k) Contributions, after becoming a Participant and terminate employment and are subsequently rehired, you will retain your years of Credited Service and participate effective as of the date you return to work, provided you are in Eligible Employment on that date.

However, if you terminate employment after becoming a Participant and you have:

- never made Elective Contributions or Roth 401(k) Contributions,
- no Vested Interest in your Account(s) attributable to contributions made by your Employer, and
- incurred five (5) consecutive One-Year Breaks in Service (or, if greater, as many One-Year Breaks in Service as you had Years of Credited Service),

then you will be treated as a new hire.

## YOUR CONTRIBUTIONS

### HOW MUCH MAY I CONTRIBUTE TO THE PLAN?

#### Elective Contributions and Roth 401(k) Contributions

Once you become a Participant you may make Elective Contributions and Roth 401(k) Contributions in an amount up to the limit set by the IRS on an annual basis. If you would like to know what the limit is for any given year, you can go to [www.TA-Retirement.com](http://www.TA-Retirement.com) or contact the Plan Administrator. These contributions will be credited to your Elective Contribution Account or Roth 401(k) Contribution Account.

#### Catch-up Contributions

If you have attained or will attain age 50 in the current year and have contributed the maximum amount permitted by law or by the terms of the Plan, you will be able to make additional Elective Contributions and Roth 401(k) Contributions called Catch-up Contributions. You may make Catch-up Contributions in addition to other Plan contributions, but they are subject to a **calendar year** limit like Elective Contributions and Roth 401(k) Contributions. The limit for the 2019 calendar year is \$6,000. If you want to know what the limit is for any given year, you can go to [www.TA-Retirement.com](http://www.TA-Retirement.com) or contact the Plan Administrator.

### HOW OFTEN CAN I CHANGE THE RATE OF MY CONTRIBUTIONS?

You may change the rate of your Elective Contributions and Roth 401(k) Contributions as of any business day. Your contributions may be suspended at any time. You may resume your contributions as of the first day of any month or earlier if such an administrative policy has been established by completing a change form and returning it to the Plan Administrator or by going online at [www.TA-Retirement.com](http://www.TA-Retirement.com) or via telephone at (800) 401-TRAN (8726).

### ARE ELECTIVE AND ROTH 401(k) CONTRIBUTIONS SUBJECT TO A LIMIT?

Yes. Your combined Elective Contributions and Roth 401(k) Contributions are subject to a calendar year limit even though the Plan Year may not be the calendar year. The limit for the 2019 calendar year is \$19,000. The limit for Catch-up Contributions for the 2019 calendar year is \$6,000. If you want to know what the limit is for any given year, please contact the Plan Administrator.

Elective Contributions and Roth 401(k) Contributions are subject to year-end nondiscrimination testing. If the Plan should fail such a test and you are a Highly Compensated Employee, part or all of your Elective Contributions and Roth 401(k) Contributions may be returned to you.

If you are covered under (1) another Code section 401(k) plan or other plans which contain a feature similar to a 401(k) plan, (2) a tax sheltered annuity plan under section 403(b) of the Code, and/or (3) a simplified employee pension plan under section 408(k) of the Code at any time during the **calendar year** and you made salary reduction contributions under such other plan(s), the **calendar year** limit will apply to the total amount of Elective Contributions and Roth 401(k) Contributions made on your behalf under this Plan and all your salary reduction contributions under such other plan(s) for such **calendar year**, regardless of who your employer is. IT IS YOUR RESPONSIBILITY TO MONITOR THIS LIMIT AND INFORM YOUR EMPLOYER IF YOU THINK IT HAS BEEN EXCEEDED. FAILURE TO DO SO MAY RESULT IN TAX PENALTIES FOR YOU.

### MAY I MAKE ROLLOVER CONTRIBUTIONS TO THE PLAN?

Yes. If you are currently entitled to receive a qualified distribution from the following retirement plans or accounts, you may elect a direct rollover into this Plan from such plans or accounts:

- 401(a) or 403(a) plan

- 403(b) annuity contract
- 457(b) governmental plan

You may also make a Participant rollover of such distributions from a:

- 401(a) or 403(a) plan
- 403(b) annuity contract
- 457(b) governmental plan
- Individual retirement accounts (IRAs)

The following rollover(s) to or from your Roth 401(k) Contribution Account are allowed:

- You may make a direct rollover of your distribution to a Roth 401(k) contribution account established in your name under another plan that accepts rollovers, or to a Roth Individual Retirement Account (“IRA”).
- You may make an indirect rollover (a rollover within 60 days of distribution) to a Roth IRA.
- You may make an indirect rollover of the earnings portion of your distribution to another Roth 401(k) contribution account under another plan that accepts such a rollover.
- The Plan will accept a direct rollover of your Roth 401(k) contribution account from another plan.
- The Plan will also accept an indirect rollover of the earnings portion of a distribution from your Roth 401(k) contribution account under another plan.
- The Plan will not accept a rollover from a Roth IRA

## **WHAT IT MEANS IF THIS PLAN IS TOP HEAVY**

This Plan is Top Heavy for a given year if the sum of the account balances as of the end of the previous Plan Year for Key Employees exceeds 60% of all account balances as of the end of the previous Plan Year. For the first year of a Plan the account balances are determined as of the end of that first year.

Generally, a Key Employee of your Employer is any Participant who is an owner of the Employer or an officer earning a specified level of Compensation as designated by the IRS each year.

If this Plan becomes Top Heavy with respect to any Plan Year in which you are a Participant, the following will apply:

- (a) If you are not a Key Employee and you are employed by your Employer on the last day of the Plan Year, you may be entitled to a minimum contribution equal to the lesser of 3% of your Compensation for the Plan Year or the highest contribution percentage allocated to a Key Employee. When determining the minimum contribution amounts, all Employer contributions, if any, will be taken into account. These contributions will be credited to your Non-Matching Contribution Account.
- (b) If you complete at least one Hour of Service during a Top Heavy Plan Year, your Vested Interest attributable to your Employer Contribution Accounts will be determined in accordance with a Top Heavy Vesting Schedule. Please see the section titled “Benefits at Termination of Employment” for your Plan’s Top Heavy Vesting Schedule.

You will continue to vest in your Employer Contribution Accounts based on the Top-Heavy Vesting Schedule, even if the Plan becomes non-Top Heavy in future years.

## **DISTRIBUTIONS AND WITHDRAWALS WHILE EMPLOYED**

### **WHAT TYPES OF DISTRIBUTIONS ARE PERMITTED WHILE I AM EMPLOYED?**

#### **Financial Hardship**

You may request hardship withdrawals from your:

- Elective Contribution Account
- Roth 401(k) Contribution Account

Withdrawals will be considered for:

- certain medical expenses for you, your Spouse, your dependents, or Beneficiaries,
- the costs related to the purchase of your principal residence (other than mortgage payments),
- payment of tuition and related educational fees for the next twelve (12) months of post-secondary education for you, your Spouse, children, other dependents, or Beneficiaries,
- payments to prevent your eviction from or foreclosure on your principal residence,
- burial or funeral expenses for your deceased parent, Spouse, children, dependents, or Beneficiaries and
- expenses for repairs of damage to your principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

Hardship withdrawals may:

- be made only if you have no other resources available to meet the financial need, including loans from this Plan, if applicable, or any other plan(s) maintained by your Employer in which you are a Participant.
- not exceed the amount necessary to meet the need but may include amounts necessary to pay federal, state or local income taxes and penalties resulting from the withdrawal.
- be paid as soon as practical following receipt of all information necessary to make payment.
- not be rolled over to another qualified employer plan or an Individual Retirement Account.

You will be suspended from making Elective Contributions or Roth 401(k) Contributions to this Plan or any other qualified or non-qualified plan(s) of your Employer for six (6) months following the hardship withdrawal.

Earnings on all Roth 401(k) Contributions and earnings after December 31, 1988 on all Elective Contributions, regardless of when made, may not be withdrawn in a financial hardship withdrawal.

Hardship withdrawals may be subject to ordinary income tax. In addition, prior to your attainment of age 59½, a 10% federal tax penalty will be assessed on that portion of any withdrawal which is taxable to you unless the withdrawal is made on account of your death, disability, retirement, termination of employment after age 55, or medical expenses to the extent they are deductible for federal income tax purposes. Some states impose a similar tax penalty. Please contact the Plan Administrator or your tax advisor if you need more information.

#### **Upon the attainment of age 59½**

Upon your attainment of age 59½, you may request a withdrawal from your:

- Elective Contribution Account
- Roth 401(k) Contribution Account
- Non-Matching Contribution Account



The above withdrawals may be subject to ordinary income tax. Please contact the Plan Administrator or your tax advisor if you need more information.

### **MAY I WITHDRAW MY ROTH 401(k) CONTRIBUTIONS?**

Yes. In addition, if certain requirements are met, distributions from your Roth 401(k) Contribution Account, including earnings, will not be subject to federal income taxes. These distributions are referred to as “qualified distributions”. Qualified distributions can only occur on account of one of the following events:

- you attain age 59½ or
- you become disabled or
- you die

**and** if the distribution occurs after the end of 5 taxable-years beginning with the taxable year in which you make your first Roth 401(k) Contribution to the Plan. If you made Roth 401(k) Contributions to another 401(k) plan and you later rolled over these contributions and the earnings to your Roth 401(k) Contribution Account under this Plan, the 5 taxable-year period will be based on the date you made your first Roth 401(k) Contribution to that other plan.

Earnings on distributions that are not qualified distributions will be subject to income tax just like earnings on Elective contributions.

Distributions of earnings from your Roth 401(k) Contribution Account prior to age 59½ will be assessed a 10% early withdrawal tax in addition to ordinary income tax.

### **In-Plan Roth conversions:**

Subject to certain requirements described below, this Plan allows you to convert all or a portion of your vested non-Roth Account(s) to your Roth Rollover Account within the Plan. Non-Roth account balances that have not yet been taxed will become taxable income to you as a result of such conversion (see Distributions from Your Roth Rollover Account, below).

### **Eligibility to make an in-Plan Roth conversion:**

If you are eligible to take a distribution from your non-Roth Account(s) and that distribution would qualify for rollover into another plan or IRA, you may request an in-Plan Roth conversion of your otherwise distributable non-Roth Account balances.

Example: If the Plan permits you to take an in-service distribution of your Elective Contribution Account after attainment of age 59½ and you are age 59½ or older, you may convert some or all of your Elective Contribution Account to the Plan’s Roth Rollover Account. Please see other sections of this SPD for more information on when you may take a distribution from the Plan and whether such distribution is eligible to be converted to your Roth Rollover Account.

### **Vesting:**

You will always be 100% vested in your Roth Rollover Account.

### **Distributions from your Roth Rollover Account:**

Distributions from your Roth Rollover Account are generally treated the same as distributions from your Roth 401(k) Contribution Account. For example: Distributions from your Roth Rollover Account, including earnings, will not be subject to federal income tax if the distributions are “qualified distributions,” as described under the Plan and this SPD. However:

- if at the time of any conversion, some or all of the amount converted would have been subject to a 10% excise tax as a premature penalty, the converted amount is subject to its own 5-year waiting period. Any withdrawal of the amount converted during the 5-year waiting period will result in a 10% excise tax; and
- Non-Roth account balances that have not yet been taxed will become taxable income to you as a result of an in-Plan conversion.

To make an in-Plan Roth conversion, request an “In-Plan Conversion Into Roth Rollover Account” form by calling the Participant Contact Center at 800-401-TRAN (8726).

### **MAY I WITHDRAW MY ROLLOVER CONTRIBUTIONS?**

Yes. You may withdraw from your Rollover Contribution Account and Roth Rollover Account as of any business day the New York Stock Exchange is open for normal trading and Transamerica Life Insurance Company is open to transact normal business. Withdrawals must be for at least \$500 or the entire balance of your Rollover Contribution Account or Roth Rollover Account, if less.

### **HOW DO I APPLY FOR A DISTRIBUTION?**

If you were ordered or called to active duty after September 11, 2001 for a period greater than 179 days or for an indefinite period, you may request an in-service withdrawal of Elective Contributions (penalty-free, subject to certain conditions). The withdrawal must be made during your period of active duty.

To request a distribution, you or your Beneficiary must go online at [www.TA-Retirement.com](http://www.TA-Retirement.com) or submit a Distribution Request Form to the Plan Administrator. Distribution Request Forms are available online at [www.TA-Retirement.com](http://www.TA-Retirement.com) or from the Plan Administrator. Please see the Section titled “Miscellaneous” for more information regarding claim procedures.

## **DISABILITY AND DEATH BENEFITS**

### **MAY I RECEIVE MY BENEFIT IF I BECOME DISABLED?**

Yes. If your termination is due to disability, your disability benefit will be based on 100% of the value of all your Accounts. Your Employer may, at no expense to you, require you to provide evidence of your entitlement to disability benefits under the federal Social Security Act whenever it might be reasonably required. Disability benefits will be paid as soon as practical following the date you are determined to be eligible for disability benefits and provided all information necessary to make payment is received.

### **WHAT HAPPENS IF I DIE BEFORE I RECEIVE MY BENEFIT?**

If you die before the date your benefit payments are scheduled to begin, your Spouse or other Beneficiary will be entitled to a death benefit equal to 100% of the value of all your Accounts, payable in a lump sum to your Designated Beneficiary (see “How is my Benefit Going to be Paid?” under the Section titled “Distribution of Benefits”).

Payment will be made to your Spouse or other Beneficiary as soon as practical following receipt of all information necessary to make the payment. Your Spouse or Beneficiary may elect to receive this benefit as soon as practical after your date of death, but no later than December 31 of the calendar year containing the 5th anniversary of your date of death. However, if your Beneficiary is your Spouse, he/she may elect to defer payments until December 31 of the calendar year in which you would have attained age 70½ had you survived.

If you are not married, you may name any person as your designated Beneficiary under the Plan. However, if you are married, your Spouse will be your Beneficiary, unless you have properly designated another person or persons **and** your Spouse has consented in writing to that designation. This is a federal law that is designed to protect the

rights of spouses. The term “Spouse” is the person to whom you are legally married at the time of your death. If you are divorced, your former Spouse may have certain rights to the death benefit under the Plan, if required under the terms of a Qualified Domestic Relations Order (“QDRO”). A QDRO is a court order or judgment in a divorce action that grants rights to an alternate payee (such as a former Spouse) to certain benefits under the Plan.

Examples:

1. If you had designated your parents as Beneficiaries at a time when you were not married, you are required to obtain your Spouse's consent if you want to continue this designation after you get married; otherwise, your Spouse is automatically your Beneficiary.
2. If your Spouse is your designated Beneficiary and you subsequently get a divorce, you must notify the Plan Administrator. You may, for example, change the designation to your children, without your former Spouse's consent, unless a QDRO assigns benefits to your former Spouse. If there is no QDRO in force and you get married again, you must notify the Plan Administrator and change your designated Beneficiary to your new Spouse or you may name someone else, with your new Spouse's consent. Any QDRO that assigns Plan benefits to a former Spouse (or other dependents) must be filed with the Plan Administrator.

If you failed to name a Beneficiary, your Spouse (if any) will be your Beneficiary for purposes of the Plan. If you are not married, your Beneficiary will be determined under the terms of the Plan. (See Section titled “Important Plan Terms - Definitions”).

If you die on or after the date your benefits are scheduled to begin, any death benefit will be paid in accordance with the form of payment you have elected.

If you die while in the uniformed services and you are entitled to reemployment rights, you are considered as having resumed and then terminated employment on account of death. Your Beneficiary(ies) is/are entitled to any additional benefits provided under the Plan due to your death.

## **BENEFITS AT TERMINATION OF EMPLOYMENT**

### **MAY I RECEIVE MY BENEFIT WHEN I TERMINATE MY EMPLOYMENT?**

Yes. Please note that termination of employment means termination of employment from *all* Participating Employers under the Multiple Employer Plan. The following options are available to you:

- A single lump sum, or
- A rollover to another eligible retirement plan provided your distribution is an eligible rollover distribution.

*More information regarding types of distributions and taxation can be found on the form you must complete to request the distribution of your benefit. Consult with your tax advisor before making a decision.*

However, if you do not choose one of the above options, the following will apply:

If your Vested Interest in the value of your termination benefit is \$1,000 or less you will automatically receive your Vested Interest in a single lump sum payment.

If your Vested Interest in the value of your termination benefit is greater than \$1,000 but not greater than \$5,000, then your Vested Interest (including any Rollover Contributions) will be paid in a direct rollover to an IRA chosen by the Plan Administrator. The IRA product is designed to preserve principal and provide you with a reasonable rate of return and liquidity. Fees and expenses related to the IRA product will be charged against your Account(s). You will be responsible for keeping your address current with the IRA provider.

If your Vested Interest in the value of your termination benefit exceeds \$5,000, you may elect to receive your Vested Interest in a single lump sum payment, at any time after your date of termination, provided all information necessary to make payment is received.

In determining if the \$5,000 threshold is reached, Rollover Contributions will be excluded.

### **WHAT PERCENTAGE OF MY BENEFIT AM I ENTITLED TO WHEN I TERMINATE MY EMPLOYMENT?**

Your termination benefit will consist of 100% of your:

- Elective Contribution Account
- Roth 401(k) Contribution Account
- Rollover Contribution Account
- Roth Rollover Account

Your termination benefit will consist of 100% of all your Accounts:

- If you become disabled as defined by the Plan
- If you die
- If the Plan is terminated
- Upon attainment of your Normal Retirement Date

If you leave the employ of your Employer, you are entitled to a percentage of your Employer Contribution Account as shown below.

The schedule below shows how your vested percentage is calculated if the Plan becomes Top Heavy:

<u>Number of Years of Credited Service at Date of Termination</u>	<u>Vested Percentage</u>
0	0%
1	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

### **DISTRIBUTION OF BENEFITS**

#### **WHEN MUST BENEFIT PAYMENTS BEGIN?**

Unless you elect otherwise, the payment of your benefits must commence no later than the 60<sup>th</sup> day after the close of the Plan Year in which occurs the latest of the following events:

- your attainment of age 65 or Normal Retirement Date, if earlier,
- the 10<sup>th</sup> anniversary of the date you commenced participation in the Plan; or
- your termination of employment with all Employers participating in the Multiple Employer Plan.

However:

- If you are a 5% owner of your Employer, your benefits must begin no later than April 1 of the calendar year following the calendar year in which you attain age 70½ regardless of your employment status.
- If you are not a 5% owner, your benefits must begin no later than April 1 of the calendar year following the calendar year in which you retire or attain age 70½, whichever is later.

## **HOW IS MY BENEFIT GOING TO BE PAID?**

The normal form of payment under the Plan is a single lump sum payment of your entire balance under the Plan.

## **LOANS**

### **MAY I REQUEST A LOAN?**

Yes. You may apply for a loan by calling (800) 401-TRAN (8726) or going online at [www.TA-Retirement.com](http://www.TA-Retirement.com) or you may request a Loan Application Form from the Plan Administrator.

Your Plan allows you to use a loan modeling feature on Transamerica's website that determines the amount, term, and frequency of repayments so you know all the details prior to submitting a loan request. You may access this tool and the Loan Application Form by logging onto [www.TA-Retirement.com](http://www.TA-Retirement.com).

### **WHAT RULES AND RESTRICTIONS APPLY TO LOANS?**

- The minimum loan amount is \$1,000.
- The maximum loan amount is the lesser of (i) \$50,000 reduced by the highest balance of any outstanding loan(s) you have under all qualified retirement plans sponsored by your Employer for the 12-month period prior to the date of your loan application, or (ii) 50% of your Vested Interest in all your accounts.
- You may apply for a loan as frequently as permitted by your Employer.
- You may have only 1 loan outstanding at any time.
- The value of your Roth 401(k) Contribution Account will be included when determining the maximum loan amount you may borrow from the Plan. Amounts withdrawn from your Roth 401(k) Contribution Account for loans may only be repaid to your Roth 401(k) Contribution Account.
- Interest will accrue on the outstanding balance of your loan at a rate equal to the federal prime rate in effect on the date the loan is made plus 1%.
- The maximum term to repay your loan is 60 months except in limited circumstances such as the purchase of your primary residence.
- Loans will not be permitted after you terminate employment with your Employer.
- You may request to refinance your outstanding loan balance and borrow additional amounts providing your prior loan and the additional loan are consolidated in accordance with the requirements of the Plan.
- Loan repayments will be made only through salary deduction unless you submit a check to repay the entire outstanding balance of your loan.

- Partial loan repayments are not permitted.
- Loan processing and annual account fees may apply. In addition, if loan proceeds are withdrawn from your accounts invested in the stable value investment choice, a withdrawal charge may apply. See the Section titled “Fees” for further information.
- You will receive a statement of your loan account at least annually.

### **WHAT HAPPENS IF I HAVE A LOAN AND I AM ON AN UNPAID LEAVE OF ABSENCE?**

Loan repayments may be suspended during a period of unpaid authorized leave of absence (not due to military service) up to a maximum of twelve (12) months but the term of the loan will not be extended. Upon your return from a leave or twelve (12) months after your leave began, whichever is earlier, you must either pay the sum of all suspended repayments or re-amortize the outstanding balance of your loan using the original maturity date, provided the term of your loan does not expire while you are on leave.

If the term of your loan expires while you are on a leave of absence, the outstanding balance of your loan must be repaid, including any applicable interest, by the end of the loan’s term. Otherwise, your loan will be defaulted and the outstanding balance, including accrued interest, may be taxable to you.

### **WHAT HAPPENS IF I HAVE A LOAN AND I ENTER A PERIOD OF MILITARY LEAVE?**

- Loan repayments may be suspended during the entire period of your military service.
- The loan’s interest rate may be capped at 6%.
- The original term of your loan may be extended by the period of your military service. However, if you fail to resume repayments after you return to work and within the grace period provided by the Plan (see the paragraph below titled “What Happens if I Fail to Repay My Loan”), your loan will be deemed distributed and may be taxable to you.

If you want to know more about your loan while you are on military leave contact the Plan Administrator.

### **WHAT HAPPENS IF I FAIL TO REPAY MY LOAN?**

Your loan will be considered in default if you fail to make a scheduled payment. In addition, one or more of the following will happen:

- If a scheduled payment is not made by the end of the calendar quarter following the calendar quarter in which the payment was due (grace period), your loan will be deemed distributed. When your loan is deemed to be distributed, the outstanding balance, including any accrued interest, may be subject to federal and state taxes.
- A defaulted loan, including accrued interest, may limit the maximum amount of any future loan.
- A loan default does not waive your obligation to repay the loan.

## **INVESTMENT OF PLAN CONTRIBUTIONS**

### **WHO DIRECTS THE INVESTMENT OF PLAN CONTRIBUTIONS?**

You direct the investment of all Plan contributions made on your behalf by going online at [www.TA-Retirement.com](http://www.TA-Retirement.com) or via telephone at (800) 401-TRAN (8726) or by completing an Enrollment/Change Form.

ERISA section 404(c) applies to your Plan. ERISA section 404(c) was designed to ensure that you have the opportunity to (1) exercise control over the investment of your accounts available for your direction, and (2) choose from a broad range of investment alternatives.

In addition, ERISA section 404(c) states that the Fiduciary of your Plan may not be held liable for a breach of Fiduciary duty for any investment loss that is the direct result of your exercise of independent control over the investment of your Account(s). This means that you are responsible for the results of your investment choices, regardless of whether those choices result in losses or gains or whether or not you choose to utilize any of the retirement planning tools available to assist you in making your choices.

### **MAY I CHANGE THE INVESTMENT DIRECTION OF MY CONTRIBUTIONS?**

Yes. You may change the investment direction of future and previously allocated contributions subject to your direction on any business day. A “business day” is any day the New York Stock Exchange is open for normal trading.

Depending on the investment vehicle issued to the Trustees, amounts you transfer out of the stable value investment choice may be subject to a withdrawal charge. Please see the Investment Fact Sheet provided in your enrollment kit for information regarding charges that may apply to the stable value investment choice. You may also view the Investment Fact Sheet by going online at [www.TA-Retirement.com](http://www.TA-Retirement.com).

### **WHEN ARE ACCOUNTS VALUED?**

Your Account(s) will be valued as of each business day. You may obtain the value of your Accounts as of any business day by calling (800) 401-TRAN (8726) or by going online at [www.TA-Retirement.com](http://www.TA-Retirement.com).

Valuation of your Account(s) is based on the unit system of accounting. A unit is a measurement of your participation in a particular investment choice. The number of units you acquire with each contribution is equal to the dollar amount of your contributions divided by the unit value of the particular investment choice on the day the contribution is allocated. Each investment choice’s unit value is calculated separately from other investment choices. The unit value of a particular investment choice may change daily, so the value of your investment in that investment choice may also change daily.

As soon as administratively feasible after the end of each Plan Quarter, you will receive a Statement of Accounts showing the value of your Account(s) under the Plan as of the end of that Plan Quarter.

Your Vested Interest in your Account(s) will also be shown on the Statement of Accounts. The vesting percentage will be updated on your quarterly Statement of Accounts as soon as administratively possible following your completion of each Year of Service. In addition, the balance of any loans you maintain under the Plan will be shown on the Statement of Accounts at least annually.

The value of your Account(s) invested in the stable value investment choice (adjusted for any withdrawals and transfers) can never be less than the amount you contributed to that investment choice. However, the value of your Accounts invested in other investment choices will be affected by the applicable investment income, market changes and changes in the interest rates and, as a result, will be subject to variations, both up and down. This means the value may be less than the total amount you contributed to those choices, since there are no guarantees with respect to earnings and performance in those investment choices.

The value of your Account(s) will depend upon the amount of contributions made on your behalf and the investment performance of those investment choices in which your contributions are invested.

### **IS INVESTMENT EDUCATION AVAILABLE?**

Yes. The Fiduciary has provided you with an optional individual investment education service through OnTrack<sup>SM</sup>. You may request investment education from OnTrack<sup>SM</sup> online at [www.TA-Retirement.com](http://www.TA-Retirement.com) without charge to you.

## **YOUR RIGHTS AND YOUR EMPLOYER'S RIGHTS UNDER THE PLAN**

### **WHAT ARE MY RIGHTS UNDER THE PLAN?**

As a Participant under the Plan, you are entitled to certain rights and protections in accordance with ERISA. ERISA provides that all Participants are entitled to examine, without charge, at the Plan Administrator's office or other specified locations, or to obtain a copy of the following:

- Plan documents governing the operation of the Plan;
- Insurance contracts and collective bargaining agreements, if applicable;
- Latest annual report (Form 5500 Series) filed for the Plan with the U.S. Department of Labor. (This report is also available at the Public Disclosure Room of the Employee Benefits Security Administration.)

The Plan Administrator may assess a reasonable charge for making copies of the above listed material.

You are also entitled to receive the following free of charge:

- Current Summary Plan Description;
- Summary of the Plan's annual financial report, or "Summary Annual Report." The Plan Administrator is required by law to furnish each Participant with a copy of this report after the close of each Plan Year.

In addition to creating rights for you, ERISA imposes duties upon the individuals who are responsible for the operation of the Plan. The designated representatives of the Principal Employer and your Employer who operate your Plan are called "Fiduciaries" and they have a duty to do so prudently for all 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 qualified retirement plan benefit to which you are entitled or for exercising your rights under ERISA.

If your claim for a benefit is denied, in whole or in part, you have the right to know the basis for the decision, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules. (For more information regarding the Plan's claim review procedure, see "How do I Make a Claim for my Benefit?" under the Section titled "Miscellaneous").

Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request a copy of the plan documents or the latest Summary Annual Report from the Plan Administrator and do not receive copies within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until your request is met, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that the Fiduciary misuses the Plan's assets, 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 your case is successful, the court may order the individual(s) you have sued to pay these costs and fees. If your case is not successful, the court may order you to pay these costs and fees if, for example, it determines your claim to be frivolous.

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Area Office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor or the Division of Technical Assistance and Inquiries, Employee Benefits



Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the EBSA.

## **HOW WILL MILITARY SERVICE AFFECT MY RIGHTS UNDER THE PLAN?**

If you enter military service resulting in a leave of absence with your Employer, the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) provides you with certain rights under the Plan, providing the following conditions are met:

- Your Employer receives advance notice of military service (subject to certain exceptions);
- Your cumulative military service generally does not exceed five (5) years (subject to certain exceptions); and
- You are not subject to a dishonorable discharge or non-covered termination.

The basic rights that will apply to you under the Plan are:

- Your military service will count as service with your Employer for Plan eligibility and vesting purposes.
- You will not be treated as having a break in service for Plan eligibility and vesting purposes.
- If you were a Participant prior to entering military service, you will be eligible to resume participation in the Plan immediately upon your return to employment.
- You may change the investment allocation of your Plan Accounts during the period of your military service through an agent or representative whom you may designate, pursuant to approval by the Plan Administrator.
- You may elect to make-up Elective Contributions and Roth 401(k) Contributions or other Participant contributions that you missed during your military service. Your make-up contributions must be made during the period beginning on the date of your re-employment and extending for three (3) times the length of your military service or five (5) years, whichever ends earlier. However, the make-up contributions may not exceed the amount you would have been permitted to contribute had you remained continuously employed by your Employer through the period of your military leave.
- Your Employer will contribute any Employer contributions you would have otherwise received based on the amount of your make-up contributions, including any applicable Matching Contribution on make-up contributions, by the later of (a) 90 days after your re-employment date; or (b) the date the contributions for the Plan Year to which the make-up contributions relate are actually made, subject to applicable limits.
- Upon re-employment, you will be entitled to receive any SPD (or summary of material modifications) and/or Summary Annual Report that would have been distributed to you during the period of your military service.
- If you have an outstanding Participant loan, repayments may be suspended during the entire period of your military service. However, if you fail to resume repayments after you return to work and within the grace period provided by your Employer, your loan will be deemed distributed and may be taxable to you in the year in which it is deemed distributed.
- The term of your outstanding Participant loan may be extended by the period of your military service (for more information regarding loan rules and restrictions, see the Section titled “Loans”).
- If you are on active duty in the uniformed services for more than 30 days, and if the Employer pays you differential military pay, your Compensation for Plan purposes will include the differential military pay. Differential military pay is any payment your Employer makes to you (while you are on active duty

in the uniformed services for more than 30 days). The payment represents all or a portion of the wages your Employer would have paid you, had you performed services for your Employer.

## **WHAT ARE MY EMPLOYER'S RIGHTS UNDER THE PLAN?**

Although the Principal Employer and your Employer intends for this Multiple Employer Plan to be permanent, the Principal Employer reserves the right to amend or terminate the Multiple Employer Plan at any time for any reason. However, no changes can deprive you of Plan benefits to which you were already entitled.

Your Employer also reserves the right to amend certain provisions under the Plan, discontinue contributions to the Plan or withdraw from participation under the Multiple Employer Plan at any time. If the Multiple Employer Plan is terminated or your Employer's contributions are completely discontinued, you will become 100% vested in the value of your Account(s). The value of your Account(s) may be adjusted for any applicable discontinuance penalties or surrender charges under the Contract, investment gains or losses, and any unpaid Plan expenses.

If the Plan is terminated, you will receive a distribution of your Account(s) as soon as administratively possible after the final Valuation Date. Following the effective date of the Plan's termination, and prior to the final Valuation Date, you will not be able to request any type of distribution, including loans.

Upon termination or abandonment of the Plan, direct rollovers may be made on your behalf if you are a missing, non-Spouse Beneficiary.

In limited situations you may also not be able to change your investments following the effective date of your Plan's termination, and prior to the final Valuation Date. Your Plan Administrator will advise you at the appropriate time if this may ever be the case.

ERISA does not permit benefits payable under a "qualified defined contribution plan", such as this Plan, to be insured by the Pension Benefit Guaranty Corporation. All benefits payable under this Plan will be paid or provided for solely from the Trust Fund.

## **MISCELLANEOUS**

### **HOW MAY I LOSE MY BENEFIT?**

You may lose your benefits from the Plan, or your Account(s) may be reduced, due to one or more of the following reasons:

1. If there are losses in the investment choices that you have selected, your Account(s) will share proportionately in the loss. Your Account(s) will also be reduced by the amount of any withdrawals you make and any fees outlined in the Section titled "Fees".

Expenses relating to the annual operation of the Plan may be deducted from the Trust Fund and a proportionate share of these expenses may be assessed to your Account(s) unless your Employer pays for any such expenses directly.

2. If you incur a One-Year Break in Service before you become 100% vested in your Employer Contribution Account(s) and you receive a distribution of your entire Vested Interest from the Plan, including your Elective Contributions and Roth 401(k) Contributions, you will forfeit the non-vested portion of your Employer Contribution Account(s) as of the earlier of the last day of the Plan Year in which you incur five (5) One-Year Breaks in Service or the date your distribution occurs.

Any amount forfeited will be restored to your Account(s) if:

- you are rehired by your Employer (or are hired by any other participating employer covered under the Multiple Employer Plan) before you incur five (5) consecutive One-Year Breaks in Service and
- you repay the amount of your distribution within the time period specified by the Plan.

For more details, contact the Plan Administrator.

3. If you terminate employment with your Employer, you will lose the Years of Credited Service you have earned and your Employer Contribution Account will be forfeited if:
  - you are not vested in any portion of your Employer Contribution Account, if any;
  - you did not make any Elective Contributions or Roth 401(k) Contributions; and
  - you are not rehired by your Employer (or hired by any other participating employer covered under the Multiple Employer Plan) before you incur five (5) consecutive One-Year Breaks in Service (or, if greater, as many One-Year Breaks in Service as you had Years of Credited Service).
4. With the exception of a QDRO (as defined in the question “What Happens if I Die Before I Receive my Benefit?” under the Section titled “Disability and Death Benefits”), your benefits under the Plan cannot be claimed by any creditor, nor can you or your Beneficiary transfer your rights to these benefits to any other person(s).

Generally, a QDRO may direct that all or a portion of a Participant’s Account(s) under the Plan be paid to the Participant’s Spouse, former Spouse, children, or other dependents. A typical QDRO is a court order resulting from a divorce proceeding that grants a Participant’s former Spouse the right to receive a portion of the Participant’s Account(s). The Plan Administrator will determine whether a court order is qualified based on procedures set forth by the Plan. You may obtain, without charge, a copy of the QDRO procedures from the Plan Administrator.

5. The Internal Revenue Service imposes a lien on your Vested Interest in your Account(s) by assessing a tax levy.

## **WHAT TAXES APPLY TO CONTRIBUTIONS MADE ON MY BEHALF TO THE PLAN?**

Elective Contributions, including Catch-up Contributions characterized as Elective Contributions, are not included in your taxable income for federal income tax purposes until you receive them in a distribution from the Plan. These Elective Contributions are generally not subject to state taxes in most states, but are subject to Social Security taxes. Therefore, the Social Security taxes attributable to your Elective Contributions will be deducted from your pay.

Roth 401(k) Contributions including Catch-up Contributions characterized as Roth 401(k) Contributions are made on an after-tax basis, therefore, federal, Social Security and state income taxes will be deducted from your pay. Earnings included in distributions that are not qualified distributions will be subject to income tax.

Employer contributions made on your behalf (and earnings) are not taxable to you until you receive them in a distribution from the Plan. Depending on your tax bracket, your distribution may be subject to favorable tax treatment. Please consult with your tax advisor regarding your personal tax situation.

Distributions from your Account(s), other than from your Roth 401(k) Contribution Account, under the Plan are subject to a 20% federal income tax withholding and applicable state taxes, unless you elect a direct or indirect rollover (a rollover within 60 days of distribution) of the distribution to certain employer-sponsored qualified plans or an IRA. For the rules on distributions from your Roth 401(k) Contribution Account, see the question “May I Withdraw My Roth 401(k) Contributions?” under the Section titled “Distributions and Withdrawals While Employed”. Distributions from your Roth 401(k) Contribution Account may only be rolled over to certain employer-sponsored qualified plans or to a Roth IRA.

Hardship distributions, if available, may not be rolled to another qualified plan or an IRA including a Roth IRA. In addition, prior to your attainment of age 59½, a 10% early withdrawal tax will be assessed on that portion of any withdrawal which is taxable to you unless the withdrawal is made on account of your death, disability, retirement, termination of employment after age 55, or medical expenses to the extent they are deductible for federal income tax purposes. Some states impose a similar tax. Your Plan Administrator will provide you with additional information before the date any distribution is scheduled to be made to you so you may decide which form of distribution to take.

Required minimum distributions you may receive upon attainment of age 70½ will not be subject to the 20% federal income tax withholding, however, other federal and state income taxes will apply.

## **HOW DO I MAKE A CLAIM FOR MY BENEFIT?**

If you or your Beneficiary believe that the conditions for receiving a benefit have been met, you or your Beneficiary must submit a written request to the Plan Administrator for such benefit. This request is called a claim. Please contact the Plan Administrator for a claim form, which is also known as a Distribution Request Form.

The claim should include proof of any applicable dates, for example, you and your Beneficiary's birthdates or a death certificate, depending on the circumstances of the event.

Your Plan Administrator will examine the claim and will generally determine within 90 days whether or not benefits may be distributed. If there are special circumstances which require additional time to process your claim, your Plan Administrator will notify you in writing within the initial 90 day period, however, no later than 180 days after receipt of your claim, to confirm the date by which a decision is expected and the reason for any delay.

If for some reason a decision on your claim has not been made by the 90th or 180th day (whichever applies), your claim will be treated as if it were denied. Please see the following question titled "What are the Plan's Claim Review Procedures?" regarding action you may take if your claim is denied.

## **WHAT HAPPENS IF MY CLAIM IS DENIED?**

If all or a part of your claim is denied, you will receive a written notice of the denial within 90 or 180 days (whichever is applicable) after your claim has been received by the Plan Administrator. This notice will provide you with the following:

- The specific reason or reasons for the denial;
- Specific reference(s) to the Plan provisions on which the denial is based;
- A description of any additional material or information necessary to complete the review of your claim and an explanation of why this material or information is necessary; and
- The Plan's review procedures and applicable time limits, including a statement of your right to bring a civil action in accordance with Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

## **WHAT ARE THE PLAN'S CLAIM REVIEW PROCEDURES?**

If your claim is denied, or if you did not receive notice of a decision on your claim within 90 or 180 days (whichever is applicable), you may appeal the denial of your claim and receive a full and fair review of your claim and its denial. If you decide to appeal your claim, you or your authorized representative must submit a written request for review to the Plan Administrator within 60 days after you receive the notice of the denial of your claim or within 60 days after the end of the 90 or 180-day period (whichever is applicable) during which you did not receive notification of a decision on your claim. You or your authorized representative have the right to review any applicable documents or material on which the denial was based and to submit in writing any comments, additional information or material to substantiate your claim.

A decision based on the Plan Administrator's review of your claim will be made within 60 days after receipt of your request for review unless there are special circumstances that require additional time to complete the review. In such case, a decision will be made as soon as possible, however no later than 120 days after your request for review was received. Before the end of the initial 60-day period, you will be given written notice confirming the delay and the reason for the delay.

Following review of your claim, you will receive a written notice informing you of the decision that is made. This notice will include an explanation of the decision, specific references to any applicable Plan provisions on which the decision was based, a statement that you are entitled to receive, upon request and free of charge, reasonable access to copies of all documents, records or other information relevant to your benefits claim, and a statement of your right to bring action under section 502(a) of the ERISA, if applicable. If you do not receive a written notice of the decision regarding your claim within the 60 or 120-day period (whichever is applicable), then your claim will be treated as if it was denied.

Participants and Beneficiaries must exhaust all remedies under the Plan's claims review procedures before filing suit against the Plan, or named Fiduciaries.

**Notwithstanding anything in the Plan or Summary Plan Description to the contrary, the following procedures apply when processing disability benefit claims filed on or after April 1, 2018 and apply only if the Plan Administrator has discretion in determining if you satisfy the Plan's definition of disability.**

#### **HOW DO I MAKE A CLAIM FOR MY DISABILITY BENEFIT?**

If you believe that the conditions for receiving a disability benefit have been met, you must submit a written request to the Plan Administrator for such benefit. This request is called a disability claim. Please contact the Plan Administrator for a claim form, which is also known as a Distribution Request Form.

Your Plan Administrator will examine the claim and will generally determine within 45 days whether or not disability benefits may be distributed. If the Plan Administrator determines that an extension of time for processing your disability claim is necessary, the initial 45-day period may be extended for up to 30 days if necessary due to circumstances beyond the Plan Administrator's control, and then for an additional 30 days if necessary. You must receive any notice of such extension before the end of the initial 45-day period, and the notice must explain the special circumstances that require the extension and the date by which the Plan Administrator expects to make the decision. The notice must also explain the standards on which the entitlement to benefits is based, the unresolved issues that prevent a decision on the disability claim, and the additional information needed to resolve those issues. You will then have at least 45 days to provide this information, and the time period within which the Plan Administrator must make the disability benefits determination will be counted from the date that the Plan Administrator provides you with notice of the need for additional material or information until the date that you respond to the Plan Administrator's request.

If for some reason a decision on your disability claim has not been made by the 45th day (or within the extension period described above), your disability claim will be treated as if it were denied. Please see the following question titled "What are the Plan's Disability Claim Review Procedures?" regarding action you may take if your disability claim is denied.

#### **WHAT HAPPENS IF MY DISABILITY CLAIM IS DENIED?**

If all or a part of your disability claim is denied, you will receive a written notice of the denial within 45 days or 105 days, whichever is applicable, after your disability claim has been received by the Plan Administrator. This notice will provide you with the following:

- The specific reason or reasons for the denial;
- Specific reference(s) to the Plan provisions on which the denial is based;

- A description of any additional material or information necessary to complete the review of your disability claim and an explanation of why this material or information is necessary; and
- The Plan’s review procedures and applicable time limits, including a statement of your right to bring a civil action in accordance with Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

In the case of an adverse benefit decision –

- (i) An explanation of the decision, including an explanation of the basis for disagreeing with or not following:
  - (A) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
  - (B) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - (C) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
- (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- (iii) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist.

The notice must be provided in a culturally and linguistically appropriate manner.

## **WHAT ARE THE PLAN'S DISABILITY CLAIM REVIEW PROCEDURES?**

If your disability claim is denied, or if you did not receive notice of a decision on your disability claim within 45 days (or within the extension period described above), you may appeal the denial of your disability claim and receive a full and fair review of your disability claim and its denial. If you decide to appeal your disability claim, you or your authorized representative must submit a written request for review to the Plan Administrator within 180 days after you receive the notice of the denial of your disability claim or within 180 days after the end of the 45 day period (or within the extension period described above), during which you did not receive notification of a decision on your disability claim. You or your authorized representative have the right to review any applicable documents or material on which the denial was based and to submit in writing any comments, additional information or material to substantiate your disability claim.

A decision based on the Plan Administrator’s review of your claim will be made within 45 days after receipt of your request for review unless there are special circumstances that require additional time to complete the review. In such case, a decision will be made as soon as possible, however no later than 90 days after your request for review was received. Before the end of the initial 45-day period, you will be given written notice confirming the delay and the reason for the delay.

Following review of your disability claim, you will receive a written notice informing you of the decision that is made. If your appeal is denied, the notice will include: specific reasons why the claim is denied, specific references to any applicable Plan provisions on which the decision was based, a statement that you are entitled to receive, upon request and free of charge, reasonable access to copies of all documents, records or other information relevant to your disability benefits claim, and a statement of your right to bring action under section 502(a) of the ERISA, if applicable. If you do not receive a written notice of the decision regarding your claim within the 45 or 90-day period, whichever is applicable, then your disability claim will be treated as denied.

In the case of an adverse benefit decision -

- (i) An explanation of the decision, including an explanation of the basis for disagreeing with or not following:
  - (A) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
  - (B) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - (C) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
- (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- (iii) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist.

The notification must be provided in a culturally and linguistically appropriate manner.

You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor and your state insurance regulatory agency.

Participants and Beneficiaries must exhaust all remedies under the Plan's disability claims review procedures before filing suit against the Plan, or named Fiduciaries. If the Plan Administrator does not adhere to the disability claims processing rules, you will be deemed to have exhausted your administrative remedies under the Plan, unless the violation was a result of a minor error and other conditions are met, and you may immediately pursue legal action in court.

If you have any questions regarding any of the claim review procedures addressed above, please contact the Plan Administrator.

## **FEES**

### **WHAT FEES MAY BE CHARGED TO MY ACCOUNT?**

A description of the fees for recordkeeping, loans, distributions and processing QDRO requests is provided to you quarterly. A copy of the fee disclosure can also be obtained by contacting the Plan Administrator.

### **WHAT OTHER FEES MAY BE ASSESSED TO MY ACCOUNT?**

There are expense ratios and other costs associated with each investment choice you select as detailed in the Investment Fact Sheets provided to you in your enrollment kit. The Investment Fact Sheet is available by either contacting the Plan Administrator, by calling (800) 401-TRAN (8726) or by going online at [www.TA-Retirement.com](http://www.TA-Retirement.com).

Assets may also be reduced in the form of a Contract Asset Charge, as applicable, depending upon plan demographics and investment choices selected, as well the asset level, estimated annual deposits and other factors. A Contract Asset Charge is an asset-based charge that may be used to cover distribution and service expenses on investment choices.

If your Employer elects to discontinue the professional services agreement with MidwestHR, LLC, then additional recordkeeping or asset based fees may apply. Other Plan operating expenses, such as fees for required Plan audits and independent investment monitoring may be charged to the Plan and withdrawn from Account(s) at your Employer's or the Principal Employer's discretion.

If you have any questions about any of the fees listed above please contact the Plan Administrator.

## **IMPORTANT PLAN TERMS – DEFINITIONS**

**ACCOUNT(S):** Account(s) include any applicable accounts listed below:

- Elective Contribution Account
- Roth 401(k) Contribution Account
- Non-Matching Contribution Account
- Rollover Contribution Account
- Roth Rollover Account

**BENEFICIARY:** The person(s) you designate, on a Beneficiary Designation Form, to receive any Plan benefits in the event of your death. You may change your Beneficiary at any time, subject to the spousal consent requirements described below.

If you are married, your Spouse will automatically be your Beneficiary unless you designate another Beneficiary, your Spouse consents in writing to such designation, and your Spouse's signature is witnessed by a Plan representative or notary public. Your Plan Administrator will inform you about the witnessing procedure for the Plan.

It is very important that you complete a Beneficiary Designation Form as soon as possible, even if you are not making contributions to the Plan, in case contributions are made to the Plan on your behalf. You may obtain a copy of this form from the Plan Administrator. If you fail to complete a Beneficiary Designation Form, upon your death, the named Fiduciary will be empowered to name a Beneficiary for you, but only from among the following persons, in the order named: the (1) Spouse, (2) children, including legally adopted children, (3) parents, (4) brothers and sisters, (5) nephews and nieces, and (6) your estate.

**CODE:** Internal Revenue Code of 1986, as amended.

**COMPENSATION:** The wages and all other compensation paid to you by your Employer during the Plan Year and processed through the Principal Employer's (or its affiliates') payroll services and which is required to be reported to you on IRS Form W-2.

Generally, only the Compensation paid to you from your Entry Date will be taken into account under the Plan.

Compensation, for all Plan purposes, is limited to \$280,000 (for 2019) of your annual compensation. This limit is subject to an adjustment which is announced from time to time by the Internal Revenue Service. Please contact the Plan Administrator if you want to know what the limit is for any given Plan Year.

**CONTRACT:** This is the funding medium issued by Transamerica Life Insurance Company which is used to hold all or a portion of Plan contributions. This means an insurance company performs such functions as receiving contributions from the Trustee or Fiduciary, valuing plan assets and processing benefit payments, as directed by the Plan Administrator or Trustee.

**ELECTIVE CONTRIBUTIONS:** Contributions that you make on a pre-tax basis and are credited to your Elective Contribution Account.



**ELECTIVE CONTRIBUTION ACCOUNT:** This Account will consist of your Elective Contributions (including Elective Contributions designated as Catch-up Contributions, if any), other than that portion of such contributions used for the purchase of any individual Contracts, plus the earnings and minus any losses thereon arising from the investment of such contributions, and less any withdrawals.

**ELIGIBLE EMPLOYMENT:** Employment with your Employer as an Employee, as defined below.

**EMPLOYEE:** Any person in the employ of the Employer.

The term “Employee”, however, will not include the following:

- employees covered under a collective bargaining agreement where retirement benefits were the subject of good faith bargaining between the Employer and employee representatives
- employees of non-adopting members of a controlled group or affiliated service group

**EMPLOYER CONTRIBUTION ACCOUNT:** This Account consists of any Non-Matching Contributions made on your behalf, less any withdrawals.

**FORFEITURES:** The portion of your Employer Contribution Account, which you will lose if you leave the employ of your Employer before you are entitled to 100% of the value of any such Account(s).

Forfeitures of terminated Participants may be used to first pay for Plan expenses. Any remaining Forfeitures will be used to reduce the Employer's subsequent contributions to the Plan.

**HIGHLY COMPENSATED EMPLOYEE:** A Highly Compensated Employee (HCE) is an Employee who has:

- more than a 5% ownership in your Employer in the current or the preceding Plan Year, or
- exceeded a certain salary threshold (adjusted for cost of living increases) during the preceding Plan Year. (The salary threshold for the 2018 Plan Year is \$120,000. For example, if you earned more than \$120,000 in 2018, you may be considered an HCE for the 2019 Plan Year.)

Only employees included in the top paid group (generally top 20% of all Employees when ranked by Compensation) may be considered HCEs.

Please contact the Plan Administrator if you want to know if you are considered an HCE.

**HOURS OF SERVICE:** An Hour of Service is each hour of work for which you are paid by your Employer through the Principal Employer's or its affiliates' payroll.

You will also be credited with an Hour of Service:

- for each hour you are paid by your Employer because of vacation, holiday, illness, disability, jury duty, layoff, military duty, or other authorized leave of absence.
- for each form of absence because of (1) your pregnancy, (2) the birth of your child, (3) the placement of a child with you in connection with the child's adoption, or (4) caring for such child immediately following birth or adoption. These hours will be credited to you solely for the purpose of preventing a One-Year Break in Service, up to a maximum of 501 Hours of Service during a Plan Year.

Please contact the Plan Administrator if you have any questions.

**MULTIPLE EMPLOYER PLAN:** The MidwestHR, LLC 401(k) and Profit Sharing Plan

**NON-HIGHLY COMPENSATED EMPLOYEE:** Any Employee who is not a Highly Compensated Employee.

**NON-MATCHING CONTRIBUTION ACCOUNT:** This Account will consist of your Non-Matching Contributions, and any earnings and losses thereon arising from the investment of such contributions, and less any withdrawals.

**NORMAL RETIREMENT DATE:** The date you attain age 65.

**ONE-YEAR BREAK IN SERVICE:** A Plan Year during which you complete 500 or fewer Hours of Service.

**PARTICIPANT:** Any Employee or Beneficiary covered by this Plan, including any terminated or retired former Employee who is receiving, or entitled to receive, benefits under this Plan.

**PLAN QUARTERS:** January 1 through March 31; April 1 through June 30; July 1 through September 30; October 1 through December 31.

**PLAN YEAR:** January 1 through December 31.

**ROLLOVER CONTRIBUTION ACCOUNT:** This Account will consist of your Rollover Contributions as described in the question “May I Make Rollover Contributions to the Plan?” under the Section titled “Your Contributions”, less any withdrawals, plus any earnings and minus any losses thereon arising from the investment of such contributions. You will at all times have a 100% Vested Interest in the value of your Rollover Contribution Account, if any.

**ROTH 401(k) CONTRIBUTIONS:** These are contributions you make on an after-tax basis. Once you designate a contribution as a Roth 401(k) Contribution, it will remain as such until distribution. A Roth 401(k) Contribution Account will be set up to hold these contributions and any earnings separately from other Plan contributions, until distributed.

**ROTH 401(k) CONTRIBUTION ACCOUNT:** This Account will consist of your Roth 401(k) Contributions (including Roth 401(k) Contributions designated as Catch-Up Contributions, if any), plus any earnings and minus any withdrawals and losses arising from the investment of such contributions. You will at all times have a 100% Vested Interest in the value of your Roth 401(k) Contribution Account.

**ROTH ROLLOVER ACCOUNT:** This Account will consist of any rollover of your Roth 401(k) contributions and earnings from another plan and any in-Plan Roth conversions, less any withdrawals, plus any earnings and minus any losses on the investments in the Account. You will at all times be 100% vested in the value of your Roth Rollover Account.

**SALARY REDUCTION AGREEMENT:** An agreement you make with your Employer under which you agree to have a portion of your salary contributed to this Plan as an Elective Contribution or Roth 401(k) Contribution.

**STATEMENT OF ACCOUNTS:** These are the reports you will receive which will show the value of your Account(s) as of each Statement Date.

**SEMI-ANNIVERSARY:** January 1 and July 1.

**STATEMENT DATE:** The last day of each Plan Quarter.

**TRUST FUND:** The total assets of this Plan.

**VALUATION DATE:** Any business day during which the New York Stock Exchange is open for normal trading and Transamerica Life Insurance Company is open to transact normal business.

**VESTED INTEREST:** This is the portion of your Account(s) to which you are entitled. The remaining portion of your Account(s) attributable to Employer contributions is subject to the Plan’s vesting provisions.

**YEAR OF CREDITED SERVICE:** A Plan Year in which you are credited with at least 1,000 Hours of Service with your Employer.

Except for any Years of Credited Service you lose under item 3 of the question “How May I Lose my Benefit?” under the Section titled “Miscellaneous”, all Years of Credited Service will be combined.

If you are re-employed by your Employer after military service and your military service does not exceed five (5) years, you will not be treated as having a break in service. In addition, your military service will be considered service with your Employer. Please contact the Plan Administrator should you have any questions regarding your military service and how it may affect your rights under the Plan.

Your Years of Credited Service with all employers maintaining this Multiple Employer Plan will be considered.

**1 YEAR OF SERVICE and 1,000 HOURS:** A 12-consecutive month period beginning on the date you are employed by your Employer, during which you complete at least 1,000 Hours of Service. If you do not complete at least 1,000 Hours of Service during your first 12 months of employment, subsequent 12 month measuring periods will be Plan Years beginning with the Plan Year that commences during your first 12 months of employment.