

**ROCKY MOUNTAIN COLLEGE DEFINED CONTRIBUTION RETIREMENT PLAN**

**SUMMARY PLAN DESCRIPTION**

January 2020

ROCKY MOUNTAIN COLLEGE DEFINED CONTRIBUTION RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

INTRODUCTION..... 1

ELIGIBILITY FOR PARTICIPATION..... 1

    Am I eligible to make Elective Deferrals and Roth Elective Deferrals?..... 1

    What eligibility requirements do I have to meet to make Elective Deferrals? ..... 1

    Am I eligible to receive Matching Contributions? ..... 1

    What eligibility requirements do I have to meet to receive Matching Contributions? ..... 2

    When can I re-enter the Plan if I terminate employment with the Company and am later rehired? ..... 2

CONTRIBUTIONS - EMPLOYEE ..... 2

    Does the Plan allow me to make Elective Deferrals? ..... 2

    Do I pay taxes on any Elective Deferrals I make? ..... 2

    How do I make or change the amount of the Elective Deferrals being withheld? ..... 2

    Once I make a deferral election, how often can I change, stop, or re-start the election? ..... 2

    What are the limits on Elective Deferrals? ..... 2

CONTRIBUTIONS - EMPLOYER ..... 3

    Will the Company make Matching Contributions to my account under the Plan? ..... 3

    Which of my contributions will be matched? ..... 3

    Can the Company make Qualified Non-Elective Contributions?..... 3

    Can the Company make any other type of contributions to the Plan? ..... 3

    What are the limits on total contributions? ..... 3

    Can I move money I have in another retirement plan to this Plan? ..... 4

    Will I receive contributions when I am not working at the Company due to my performing qualified military service? ..... 4

    What happens if I die or become disabled while performing qualified military service? ..... 4

VESTING..... 4

    Do I need to work a certain amount of time to keep my Elective Deferrals and Voluntary After-Tax Contributions? ..... 4

    Do I need to work a certain amount of time to keep my Matching Contributions? ..... 4

    Are there any other vesting schedules that may apply to my account balances? ..... 4

    Are there times when my unvested balance will become fully vested other than according to the prior vesting schedules? ..... 4

    How is my service with the Company measured to earn a Year of Vesting Service? ..... 4

DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE ..... 5

    Can I take a distribution of my account balance after my employment terminates?..... 5

    What form can my distribution after termination from service be taken in? ..... 5

    How soon after my death does my Beneficiary have to take distributions? ..... 5

    What form can the distributions after my death be taken in? ..... 5

    Who gets my assets in the Plan if I don't designate a beneficiary? ..... 5

    If I designate a beneficiary will that designation ever expire? ..... 5

    Can the Company ever force me to take a distribution from the Plan? ..... 5

    Is there ever a time when I have to take a distribution from the Plan? ..... 5

DISTRIBUTIONS - IN-SERVICE ..... 6

    Can I take a distribution of my account balance when I reach age 59.5?..... 6

    Can I take a distribution of my account balance while still working if I incur a hardship? ..... 6

    Are there requirements I must meet to take a hardship distribution? ..... 6

    Can I take a loan from the Plan?..... 7

What form can my in-service distribution be taken in? .....	7
<b>INVESTMENTS</b> .....	7
Can I direct how my account balances will be invested? .....	7
How often can I change my investment election? .....	7
What type of accounts will my account balance be invested in? .....	7
How will my account balances be invested if I do not make an investment election? .....	7
Does the Plan Administrator intend that the Plan will meet the requirements to be a 404(c) plan? .....	7
How often does the Plan Administrator determine how much my benefit in the Plan is worth? .....	7
<b>MISCELLANEOUS</b> .....	7
Domestic Relations Orders .....	7
Amendment and Termination .....	8
Insurance .....	8
Administrator Discretion .....	8
Plan is Not a Contract of Employment .....	8
Waiver .....	8
Errors .....	8
<b>ADMINISTRATIVE INFORMATION</b> .....	8
Plan Sponsor .....	8
Plan Administrator .....	8
Custodian .....	9
Agent for Legal Service .....	9
Plan Number .....	9
Plan and Fiscal Year .....	9
Claims Procedure .....	9
Your Rights Under ERISA .....	10
<b>DEFINITIONS</b> .....	11
Account .....	11
Beneficiary .....	11
Compensation .....	11
Disability .....	12
Elective Deferrals .....	12
Highly Compensated Employee .....	12
Matching Contributions .....	12
Normal Retirement Age .....	12
Plan Year .....	12
Termination from Employment .....	12
Transfer Contribution .....	12
Voluntary After-Tax Contributions .....	12
Year of Eligibility Service .....	13
<b>VENDOR APPENDIX</b> .....	13
Approved Vendors .....	13
<b>CUSTOM LANGUAGE APPENDIX</b> .....	13
Custom Language .....	13
<b>FEES APPENDIX</b> .....	13

## INTRODUCTION

Your Employer, Rocky Mountain College (the Company), has established this 403(b) retirement plan, Rocky Mountain College Defined Contribution Retirement Plan (the Plan) to assist you and other Employees in saving for retirement. The Plan is governed by the Plan document, which is a complex legal contract that contains all of the provisions required by the Internal Revenue Service (IRS) that the Company must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Company also has the right to modify certain Plan features from time to time. When these changes occur, you will be notified about any changes that affect your rights under the Plan.

This document is a Summary Plan Description (SPD). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the SPD, you should contact your Employer via the methods outlined in this SPD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the SPD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the SPD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective 09/01/1958. This SPD describes the Plan as restated effective 01/01/2020. This SPD supersedes all previous SPDs.

## ELIGIBILITY FOR PARTICIPATION

The Plan document has been amended and/or restated into a new Plan document. If you were eligible to participate in the prior Plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

### **Am I eligible to make Elective Deferrals and Roth Elective Deferrals?**

Once you meet the eligibility requirements below, you will be eligible to make Elective Deferrals unless you fall into one of the following categories.

- You are a non-resident alien with no U.S. sourced income.
- You are a student performing services for Rocky Mountain College and where you are pursuing a course of study with Rocky Mountain College.
- You are expected to work fewer than 1,000 hours for the first 12 months of employment. If you work 1,000 hours of service in a 12 month period you will be eligible for the Plan the following year. Once you have worked 1,000 hours in a 12 month period you will remain eligible for the Plan even if you fail to work 1,000 hours in a subsequent 12 month period.

### **What eligibility requirements do I have to meet to make Elective Deferrals?**

You will be eligible to make Elective Deferrals immediately upon your hire date.

### **Am I eligible to receive Matching Contributions?**

Once you meet the eligibility requirements below, you will be eligible to receive Matching Contributions

unless you fall into one of the following categories.

- You are a non-resident alien with no U.S. sourced income.
- You are: adjunct instructors.

**What eligibility requirements do I have to meet to receive Matching Contributions?**

You will be eligible to receive Matching Contributions immediately upon the day you meet the following requirements.

- You attain age 21.
- You complete 12 months of service.
- You complete the following additional eligibility requirements: no eligibility requirements if an employee was a participant in a prior employer's qualified or 403(b) plan any time in the previous 12 months.

**When can I re-enter the Plan if I terminate employment with the Company and am later rehired?**

You will always immediately re-enter the Plan upon rehire provided you had met the eligibility requirements and passed an entry date before you terminated employment.

**CONTRIBUTIONS - EMPLOYEE**

**Does the Plan allow me to make Elective Deferrals?**

Yes. Provided you have met the eligibility requirements and passed the entry date as specified in the section titled "Eligibility for Participation" you may contribute Elective Deferrals to the Plan.

**Do I pay taxes on any Elective Deferrals I make?**

You will have the option to have the Elective Deferrals you make taken out of your pay either before or after taxes are withheld. For those Elective Deferrals you choose to have taken out pre-tax, you will generally pay taxes on this amount when you take it out of the Plan.

For those Elective Deferrals you choose to have taken out after-tax (Roth Elective Deferrals), you will pay taxes on this amount when you contribute them to the Plan. However, provided the distribution is "qualified" the earnings on these amounts will not be taxed when they are removed from the Plan. A Roth Elective Deferral distribution is qualified when (1) it has been at least 5 years since the first Roth Elective Deferrals were contributed to the Plan and (2) you are at least 59 1/2 year of age, become disabled, or have died. Roth Contributions are made in the same manner as pre-tax Elective Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal 403(b) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may designate all of your Elective Deferrals as pre-tax contributions.

**How do I make or change the amount of the Elective Deferrals being withheld?**

You may make or change your deferral election by: contacting the Human Resources Department.

**Once I make a deferral election, how often can I change, stop, or re-start the election?**

You may change or re-start your deferral election once each pay period. You may stop your deferrals at any time.

**What are the limits on Elective Deferrals?**

Your Elective Deferrals are subject to the following limits:

- Federal law limits the amount you may elect to defer under this Plan and any other retirement

- plan permitting Elective Deferrals (including both other 403(b) and 401(k) plans). You are limited to contributing \$19,500 (for 2020) during any calendar year.
- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$6,500 (for 2020).
  - If you have worked a minimum of 15 years for the Company, you can defer additional compensation into the Plan under the Special 403(b) Catch-Up Rule. This special catch-up contribution is equal to the smallest of the three amounts listed below:
    1. \$3,000,
    2. \$15,000 minus the amount of Special 403(b) Catch-Up Contributions made in prior years, or
    3. \$5,000 times the number of years you have worked for the Company minus the total amount of Elective Deferrals made while you worked for the Company.
  - The maximum amount you can defer is 100% of your compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

## **CONTRIBUTIONS - EMPLOYER**

### **Will the Company make Matching Contributions to my account under the Plan?**

If you meet the requirements to receive Matching Contributions, the Company may make Matching Contributions to your account under the Plan. Whether or not the Matching Contribution will be made and the amount of the Matching Contribution will be determined by the Plan Administrator each year in their sole discretion.

### **Which of my contributions will be matched?**

The following contributions will be included in determining the amount of your Matching Contributions:

- Elective Deferrals
- Roth Elective Deferrals
- Age 50 catch-up contributions

### **Can the Company make Qualified Non-Elective Contributions?**

Yes. The Company has the discretion to make a Qualified Non-Elective Contributions. The Plan Administrator will determine each Plan Year if this contribution will be made, how much it will be and which Participants are eligible to receive the Qualified Non-Elective Contributions. If you are eligible to receive this contribution you will receive a pro rata portion of the allocation based on your Compensation. This means that all eligible Participants will get an equal share of the Qualified Non-Elective Contributions as a percentage of their Compensation.

### **Can the Company make any other type of contributions to the Plan?**

Yes. The Company may have the discretion to reallocate any forfeitures and to make other contributions as necessary to comply with the IRS' non-discrimination requirements.

### **What are the limits on total contributions?**

Your total contributions are subject to the following limits:

- The total amount that may be contributed to the Plan on your behalf in any year may not exceed the lesser of 100% of your compensation or \$57,000 (for 2020).

**Can I move money I have in another retirement plan to this Plan?**

No. The Plan does not accept rollovers from other plans.

**Will I receive contributions when I am not working at the Company due to my performing qualified military service?**

If you are re-employed by the Company after performing qualified military service you may be able to make up missed employee contributions and to receive make-up employer contributions. Additionally, if you meet all of the requirements the time you spend on qualified military service may count as Years of Service under the Plan. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

**What happens if I die or become disabled while performing qualified military service?**

If you die or become disabled while performing qualified military service the Company will treat you as if you returned to work on the day before you died and then terminated on the date of death or disability when determining any of your benefits under the plan except for contributions.

**VESTING**

**Do I need to work a certain amount of time to keep my Elective Deferrals and Voluntary After-Tax Contributions?**

No. You will always be immediately 100% vested in your Elective Deferrals and Voluntary After-Tax Contributions.

**Do I need to work a certain amount of time to keep my Matching Contributions?**

Yes. Your Matching Contributions will vest as specified below.

- Less than one year of vesting service - 0%
- One year but less than two years of vesting service - 100%
- Two years but less than three years of vesting service - 100%
- Three years but less than four years of vesting service - 100%
- Four years but less than five years of vesting service - 100%
- Five years but less than six years of vesting service - 100%
- Six or more years of vesting service - 100%

**Are there any other vesting schedules that may apply to my account balances?**

Yes. If you are an employee hired prior to January 1, 2009, the following vesting schedule will apply to your account balances: 100% immediate

**Are there times when my unvested balance will become fully vested other than according to the prior vesting schedules?**

Yes. You will become fully vested in all of your account balances if any of the following occur.

- The Plan terminates or you are affected by a partial Plan termination.
- You are still employed when you reach Normal Retirement Age.
- You die while still employed by the Company.

**How is my service with the Company measured to earn a Year of Vesting Service?**

You will earn a year of vesting service when you have worked 1,000 hours in a Plan Year. You will generally earn an Hour of Service for each hour you are paid for the performance of duties for the Company but there are exceptions that may apply.

**DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE**

**Can I take a distribution of my account balance after my employment terminates?**

Yes. You can take a distribution of your account balance immediately after your employment terminates.

**What form can my distribution after termination from service be taken in?**

You can take your distribution after termination from service as either a cash distribution or a distribution of the actual investment in your account (in-kind distribution).

Your distribution can be taken in a lump sum distribution and as any form of payment available under the terms of the Funding Vehicle(s) in which a Participant's Account is invested.

**How soon after my death does my Beneficiary have to take distributions?**

Your Beneficiary must take distributions as required by the IRS.

**What form can the distributions after my death be taken in?**

Your beneficiaries can take distributions as either a cash distribution or a distribution of the actual investment in your account (in-kind distribution).

Your beneficiary's distribution can be taken in a lump sum distribution and as any form of payment available under the terms of the Funding Vehicle(s) in which a Participant's Account is invested.

**Who gets my assets in the Plan if I don't designate a beneficiary?**

If you die without designating a beneficiary, your Account will be payable to your spouse, or if you do not have a spouse, to your estate.

**If I designate a beneficiary will that designation ever expire?**

Yes. Your beneficiary designation will expire: Divorce.

**Can the Company ever force me to take a distribution from the Plan?**

Yes. If your account balance after you stop working for the Company is less than \$5,000 and you do not submit a distribution form telling the Plan Administrator how you would like your balance distributed, the Plan Administrator will force a distribution from the Plan. If the total amount of the distribution is less than \$1,000 the Plan Administrator may send the distribution directly to you. If the total amount of the distribution is equal to or greater than \$1,000 but less than \$5,000, the Plan Administrator must roll the balance over to an IRA established in your name. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. The IRA provider will charge your IRA account for the expenses associated with establishing and maintaining the IRA and IRA investments. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the Plan Administrator.

The Plan Administrator will force a distribution of your account balance when you reach your Required Beginning Date (see below for what your Required Beginning Date is).

**Is there ever a time when I have to take a distribution from the Plan?**

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan.



These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed. Your Required Beginning Date is when you actually retire or age 70 1/2, whichever is later.

**DISTRIBUTIONS - IN-SERVICE**

**Can I take a distribution of my account balance when I reach age 59.5?**

Yes. You can take a distribution of the following fully vested accounts when you reach age 59.5:

- only for funds attributable to the Rocky Mountain College Tax Deferred Annuity (TDA) Plan that was merged into this plan

**Can I take a distribution of my account balance while still working if I incur a hardship?**

Yes. You can take a hardship distribution of the following fully vested account balances while still working if you incur a hardship:

- Elective Deferrals, excluding post-1988 earnings
- Annuities
- Roth Elective Deferrals

**Are there requirements I must meet to take a hardship distribution?**

Yes. In order to receive a hardship distribution from your accounts eligible for hardship withdrawal you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by the Plan Administrator. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, dependents, or Primary Beneficiary;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children, dependents, or Primary Beneficiary;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, dependents, or Primary Beneficiary;
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction; or
- expenses incurred on account of a federally declared disaster.

Effective 01/01/2019, in order to have the hardship satisfy an immediate and heavy financial need, the following must be true:

- You have obtained all distributions, other than hardship distributions, under all plans maintained by the Company.
- The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- You have represented in writing or by an electronic medium that you have insufficient cash or other liquid assets to satisfy the financial need.

Effective 01/01/2019, there will no longer be a 6-month suspension period for your Elective Deferrals, if applicable, after the receipt of the hardship distribution. In addition, any remaining portion of the 6-month suspension period for a prior hardship distribution will be discontinued on that date.

**Can I take a loan from the Plan?**

No, loans are not available under the Plan.

**What form can my in-service distribution be taken in?**

You can take your in-service distribution as a cash distribution.

Your in-service distribution can be taken in a lump sum distribution and as any form of payment available under the terms of the Funding Vehicle(s) in which a Participant's Account is invested.

**INVESTMENTS**

**Can I direct how my account balances will be invested?**

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by: contacting the Human Resources Department.

**How often can I change my investment election?**

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

**What type of accounts can my account balance be invested in?**

Your account balance can be invested in annuity contracts and custodial accounts.

**How will my account balances be invested if I do not make an investment election?**

If you do not make an investment election your account balances will be placed in investments selected by the Plan Administrator.

**Does the Plan Administrator intend that the Plan will meet the requirements to be a 404(c) plan?**

Yes. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that as long as certain requirements are met the Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

**How often does the Plan Administrator determine how much my benefit in the Plan is worth?**

The Plan Administrator will determine the value of each Participant's benefit under the Plan on each business day. The Plan Administrator may also choose other dates to determine the value of each Participant's benefit under the Plan.

**MISCELLANEOUS**

**Domestic Relations Orders**

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

### **Amendment and Termination**

The Plan Administrator may amend or terminate the Plan at any time in its sole discretion. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

### **Insurance**

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

### **Administrator Discretion**

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

### **Plan is Not a Contract of Employment**

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Company and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Company's service or to interfere with the Company's right to discharge any employee at any time.

### **Waiver**

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

### **Errors**

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

## **ADMINISTRATIVE INFORMATION**

### **Plan Sponsor**

The Plan Sponsor is Rocky Mountain College.

- Employer Identification Number: 81-0235407
- Address: 1511 Poly Drive, Billings, MT 59102-1739
- Phone number: 406-657-1000
- Fax number: 406-238-7352

### **Plan Administrator**

The Plan Administrator is Rocky Mountain College.

- Address: 1511 Poly Drive, Billings, MT 59102-1739

- Phone number: 406-657-1000
- Fax number: 406-238-7352

**Plan Assets**

Assets of the Plan are held in annuity contracts and custodial accounts.

**Agent for Legal Service**

The agent for legal service for the Plan is the president of the board of Rocky Mountain College.

- Address: 1511 Poly Drive, Billings, MT 59102-1739
- Phone number: 406-657-1000
- Fax number: 406-238-7352

**Plan Number**

The Plan is a 403(b) plan. The Plan number is 001.

**Plan and Fiscal Year**

The Company's fiscal year and the Plan Year end on 12/31.

**Claims Procedure**

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of, and to make any necessary determinations, on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if they wish to appeal the denial, including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, they must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after they receive the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider

the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

### **Your Rights Under ERISA**

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. 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.

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

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any

denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision 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.

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

## **DEFINITIONS**

### **Account**

Your Account is the sum of all of your amounts in each of your different contribution accounts.

### **Beneficiary**

Your Beneficiary is the individual who will get your benefit under the Plan upon your death. You have the right to designate one or more primary and one or more secondary beneficiary.

### **Compensation**

Compensation is most of your taxable income received from the Company as specified in IRS regulations measured over the Plan Year. For any self-employed individual, Compensation will mean earned income.

For purposes of Elective Deferrals and Matching Contributions, Compensation will include only that compensation which is actually paid to you by the Company during that part of the Plan Year that you are eligible to participate in the Plan.

For purposes of Elective Deferrals and Matching Contributions, Compensation will include any amount you elect to defer on a tax-preferred basis to any benefit plan of the Company.

For purposes of Elective Deferrals and Matching Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Company.

For purposes of Elective Deferrals and Matching Contributions, Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.

**Disability**

You will be considered Disabled when you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment must be supported by medical evidence.

**Elective Deferrals**

Elective Deferrals are the amount of your Compensation that you chose to deposit into the Plan under a salary reduction agreement you complete with the Company.

Elective Deferrals can be contributed either on a pre-tax basis or an after-tax basis. After-tax Elective Deferrals are referred to as Roth Elective Deferrals. Roth Elective Deferrals are not the same as Voluntary After-Tax Contributions.

**Highly Compensated Employee**

You are a Highly Compensated Employee (HCE) if you earned more than \$130,000 (for 2020) in Compensation during the preceding Plan Year.

**Matching Contributions**

Matching Contributions are contributions that the Company may make to the Plan on your behalf based on how much you contribute to the Plan.

**Normal Retirement Age**

Normal Retirement Age (NRA) is age 65.

**Plan Year**

The Plan Year is the 12 month period ending on 12/31.

**Termination from Employment**

You will be considered to have a Termination from Employment from the Company when you are no longer employed by the Company or on the day when the Company is no longer eligible to sponsor the Plan.

**Transfer Contributions**

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Company's discretion as part of a merger or related transaction.

**Voluntary After-Tax Contributions**

Voluntary After-Tax Contributions are after-tax contributions that you may choose to make. These contributions would come out of your Compensation on an after-tax basis. These are not Roth Elective Deferrals.

**Year of Eligibility Service**

A Year of Eligibility Service is earned when you have 1,000 hours in a Eligibility Computation period. The Eligibility Computation period is each 12 month period starting on your hire date or the anniversary of your hire date.

If you are not paid on a per-hour basis you will be credited with 190 hours of service for each month or partial month of service with the Company.

**VENDOR APPENDIX**

**Approved Vendors**

An approved vendor is an organization who accepts ongoing Plan contributions directly from the Company. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between the approved vendors listed below:

- TIAA-CREF
- Mass Mutual

**CUSTOM LANGUAGE APPENDIX**

**Custom Language**

If you are an employee hired after December 31, 2008 and terminated prior to January 1, 2016, the following vesting schedule will apply to your account balance: 2-6 year graded vesting schedule..

**FEES APPENDIX**

Your Account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include the following:

- The Plan may charge all Participants for the expenses of receiving a distribution following termination of employment (if applicable to the Participant) in the following manner: please refer to the Participant Fee Disclosures that are provided at least annually, or contact the Plan Administrator.
- The Plan may charge all Participants for the expenses of determining required minimum distributions (if applicable to the Participant) in the following manner: please refer to the Participant Fee Disclosures that are provided at least annually, or contact the Plan Administrator.
- The Plan may charge all Participants for the expenses of receiving a hardship withdrawal (if applicable to the Participant) in the following manner: please refer to the Participant Fee Disclosures that are provided at least annually, or contact the Plan Administrator.
- The Plan may charge all Participants for the expenses of receiving an in-service withdrawal other than hardship (if applicable to the Participant) in the following manner: please refer to the Participant Fee Disclosures that are provided at least annually, or contact the Plan Administrator.



- The Plan may charge all Participants for the expenses of processing a domestic relations order (if applicable to the Participant) in the following manner: please refer to the Participant Fee Disclosures that are provided at least annually, or contact the Plan Administrator.
- The Plan may charge all Participants for the expenses of operating the Plan in the following manner: all trust and custodial fees and fees associated with the administration of the plan may be deducted pro-rata from Participants' account.

**Fees listed above are subject to change. Please check with the Plan Administrator to be sure you have a current fee listing.**