SUMMARY PLAN DESCRIPTION

Enloe Medical Center Retirement Savings Plan

Updated June 2026

Enloe Medical Center Retirement Savings Plan

SUMMARY PLAN DESCRIPTION OVERVIEW **3**

I. BASIC PLAN INFORMATION **4**

II. PARTICIPATION **6**

III. CONTRIBUTIONS **6**

IV. VESTING **10**

V. IN SERVICE WITHDRAWALS AND LOANS **10**

VI. DISTRIBUTION OF BENEFITS **12**

VII. MISCELLANEOUS INFORMATION **14**

VIII. SERVICES AND FEES **16**

IX. CLAIMS PROCEDURES AND PARTICIPANT RIGHTS **17**

APPENDIX A **21**

PLAN LOAN PROCEDURES **21**

Summary Plan Description Overview

Enloe Medical Center Retirement Savings Plan

This Summary Plan Description ("SPD") describes the terms of the Enloe Medical Center Retirement Savings Plan (the "Plan") sponsored by Enloe Medical Center. This Plan is intended to meet the requirements of section 403(b) of the Internal Revenue Code.

The purpose of the Plan is to enable eligible Employees to save for retirement. As well as retirement benefits, the Plan provides certain benefits in the event of death or other termination of employment. The Plan is for the exclusive benefit of eligible Employees and their Beneficiaries.

This SPD describes your rights and benefits under the Plan effective as of 11/01/2025 (the "Effective Date") unless otherwise noted. This SPD is a brief description of the principal features of the Plan and is not meant to interpret, extend, or change the Plan provisions in any way. The information contained in the SPD has been provided by the Plan Administrator. The terms of the written Plan shall govern if there is a discrepancy between this SPD and the actual provisions of the Plan or Investment Arrangement(s). The language used in this SPD is not intended to create, nor is it to be construed to create, a contract between the Employer and any one of its Employees or former Employees. The Employer reserves the right to change, suspend, withdraw, amend, modify, or terminate the Plan, in whole or in part, at any time. The Plan can only be amended by proper written action of the Employer and cannot be modified by the written or oral statements of representatives of the Employer, the Plan Administrator or other third party.

This SPD is based on the federal tax implications of your participation in the Plan, transactions made within your Account, and distributions you may receive from the Plan. The tax implications of your participation and these transactions should be determined based on an examination of applicable law. Please consult with your tax advisor if you have any questions regarding tax laws.

I. BASIC PLAN INFORMATION

The information in this section contains general information about the Plan and definitions of some of the terms that may be used in this SPD. Capitalized terms in this SPD have the meaning set forth below.

- **Account**

An Account will be established in your name to record contributions made on your behalf to the relevant Investment Arrangement(s) under the Plan and any related income, expenses, gains, or losses. Your Account may also be referred to as your Account balance.

- **Beneficiary**

A Beneficiary is the person or persons (including a trust) you designate, or who are identified by the Plan or Investment Arrangement(s) if you fail to designate or improperly designate, who will receive your Plan benefits in the event of your death. You may designate more than one Beneficiary.

- **Deferral Contribution**

A Deferral Contribution is an amount taken directly from the pay of an Employee and contributed to the Plan, subject to certain limits (described below). The Plan permits you to make both pre-tax and certain after-tax (Roth) Deferral Contributions. Roth contributions are contributed to the Plan on an after-tax basis and are not taxed when you withdraw them from the Plan. Earnings on Roth contributions are also not taxed when they are withdrawn from the Plan if your withdrawal is a "qualified distribution." A "qualified distribution" is a distribution that is made (1) at least 5 years after January 1 of the year in which you made your first contribution to your Roth account, and (2) after you have attained age 59½ or due to your Disability, or to your Beneficiary after your death. Please contact your tax advisor if you have additional questions about Roth contributions.

- **Disability or Disabled**

A person may be considered Disabled if they 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 be of long, continued and indefinite duration, as supported by medical evidence. Solely for purposes of distributing amounts from Annuity Contracts not attributable to Deferral Contributions, you may be considered Disabled if you meet any of the following criteria: you are eligible for Social Security disability benefits. The Plan Administrator will determine whether you meet the Plan's definition of Disability.

- **Employee**

An Employee is an individual who is employed by the Employer (or if applicable, a participating employer) as a common law employee and is not terminated.

- **Employer**

The name and address of the Employer sponsoring the Plan is:

Enloe Medical Center
1531 Esplanade
Chico, CA 95926
(530) 332-7300

The Employer's federal tax identification number is: 94-1603784

- **ERISA**

The Employee Retirement Income Security Act of 1974, as amended ("ERISA") identifies the rights of Participants and Beneficiaries covered by a qualified retirement plan. The Plan is subject to ERISA.

- **Fidelity Investments Contact Information**

Fidelity Investments is the recordkeeper of your Plan and a Vendor. To view the portion of your Account invested through Fidelity, change investments, or perform transactions with respect to your Account at Fidelity, please use the contact information below.

Phone number: (800) 343-0860

Website: www.netbenefits.com

- **Highly Compensated Employee**

An Employee is considered a highly compensated Employee if you received compensation from your Employer during the prior year in excess of $160,000, as adjusted annually by IRS.

- **Investment Arrangement(s)**

An Investment Arrangement is a custodial account or annuity contract that has been issued or established to hold the assets of the Plan. Contact the Plan Administrator if you have questions about the Plan's Investment Arrangement(s), including the specific investments that are available for the investment of your Account.

Custodian(s): Fidelity Management Trust Company, Fidelity Investments.

Investment Fiduciary: Morgan Stanley – Graystone Consulting

- **Non-Highly Compensated Employee**

An Employee who is not a Highly Compensated Employee is considered a Non-Highly Compensated Employee.

- **Participant**

A Participant is an eligible Employee who has satisfied the eligibility and entry date requirements of the Plan and for whom contributions are currently being made under the Plan, or a formerly eligible Employee who has an Account balance remaining in the Plan.

- **Plan Administrator**

The Plan Administrator is responsible for the administration of the Plan and its duties are identified in the Plan. Vendors and other third parties may be hired to assist the Plan Administrator. In general, the Plan Administrator is responsible for providing you and your Beneficiaries with information about your rights and benefits under the Plan. The name and address of the Plan Administrator is:

Retirement Plan Committee
1531 Esplanade
Chico, CA 95926
(530) 332-7300

- **Plan Number**

The three digit IRS number for the Plan is 002.

- **Plan Sponsor**

The Plan Sponsor is the first Employer listed under the definition of Employer above.

- **Plan Type**

The Plan is a type of defined contribution retirement plan known as a 403(b) plan.

- **Plan Year**

The Plan Year is the twelve-month period ending on the last day of 12/31.

- **Qualified Military Service**

Qualified Military Service is service in the uniformed services of the United States that results in the Participant having a right of reemployment with the Employer under federal law.

- **Service of Process**

The Plan's agent for service of legal process is the Employer or Plan Administrator.

- **Vendor**

A Vendor is a provider of Investment Arrangement(s) and/or recordkeeping and other administrative services for the Plan. Each Vendor's duties are identified in its agreement with the Employer and generally relate only to the assets held in its Accounts.

The Plan's current vendor(s): Fidelity Investments.

- **Retirement Age**

Normal Retirement Age is defined as the date you attain age 65. If you are an Employee of your Employer or a related employer at the time you attain Normal Retirement Age you will be 100% vested in your Account balance.

II. PARTICIPATION

- **Eligibility Requirements**

You are eligible to participate in the Plan if you are an Employee. However, you are not eligible to participate if you are a leased Employee.

You are generally not eligible to participate in the plan if you are an individual who is a signatory to a contract, letter of agreement, or other document that acknowledges your status as an independent contractor not entitled to benefits under the Plan and you are not otherwise classified by the Employer as a common law employee or the Employer does not withhold income taxes, or file Form W-2 (or any replacement form) for you, even if you are later adjudicated to be a common law employee.

You will become eligible to participate in the Plan according to the table below:

Contribution Type	Age Requirement	Service Requirement	Entry Date
All Sources	None	None	Immediate

The eligibility computation period for determining if you have accrued sufficient hours of services is the twelve-month period beginning on your date of employment and anniversaries of that date.

After you satisfy the relevant age and service requirement(s), you will become a Participant on the relevant entry date.

Once you become a Participant, you are generally eligible to participate in the Plan until you terminate your employment with your Employer and all employers participating in the Plan or become a member of a class of Employees excluded from the Plan. If you terminate your employment after you have met the eligibility requirements, and are later re-employed by your Employer, you will again be eligible to participate in the Plan when you complete one hour of service.

III. CONTRIBUTIONS

After you satisfy the eligibility requirements in Section II of this Summary Plan Description, you will be eligible to make Deferral Contributions/Roth Contributions/Rollover Contributions. You may also be eligible to receive under the Plan. Contributions are described in this Section III.

- **Compensation**

Compensation must be defined to compute contributions under the Plan. For purposes of determining contributions, only Compensation paid to you for services you performed while employed as an eligible Employee shall be considered. Generally, eligible compensation for computing contributions under the Plan is the taxable compensation for a Plan Year reportable by your Employer on your IRS Form W-2, and salary reduction contributions you made to an Employer sponsored cafeteria, qualified transportation fringe, simplified employee pension, 401(k), 457(b) or 403(b) plan.

- **Compensation Exclusions**

The definition of compensation for your plan for purposes of computing contributions also excludes certain amounts as indicated in the table below.

Contribution Type	Exclusion(s)
Deferral Contributions and Qualified Nonelective Employer Contributions	Reimbursements or Other Expense Allowances, Fringe Benefits (cash and non-cash), Moving Expenses, Deferred Compensation, Welfare Benefits

- **Compensation for First Year of Participation**

Compensation for your first year of eligible Plan participation will be measured only for that portion of your initial Plan Year that you are eligible. Tax laws limit the amount of compensation that may be taken into account each Plan Year; the maximum amount for the Plan Year beginning in 2026 is $360,000.

- **Contributions**

- **Regular Deferral Contributions – Pre-tax and Roth**

You may elect to defer a percentage of your eligible compensation into the Plan after you satisfy the Plan's eligibility requirements. The percentage of your eligible compensation you elect will be withheld from each payroll and contributed to an Account in the Plan on your behalf. For pre-tax contributions being withheld from your compensation, the percentage you defer is subject to an annual limit of the lesser of 65% of eligible compensation or $24,500 (in 2026; thereafter as adjusted by the Secretary of the Treasury) for each calendar year.

If you have participated in more than one cash or deferred arrangement (including 401(k) plans, simplified employee pensions or other 403(b) plans, but excluding 457 plans) during the year, the Federal tax law limit on Deferral Contributions is your personal limit across all plans, and you should promptly inform the Plan Administrator of any contributions you made outside of this Plan.

This Plan also contains an automatic enrollment feature. The automatic enrollment contribution rate is generally 5% of your compensation. If you do not enroll in the Plan or elect to opt out within 35 days of your date of hire, you will be automatically enrolled at a contribution rate of 5% of your compensation, made on a pre-tax basis as Deferral Contributions. If you are subject to automatic enrollment, you will be notified of your enrollment before your Employer begins automatically deducting Deferral Contributions from your pay on a pre-tax basis, and of the Investment Arrangement to which such contributions will be allocated on your behalf. Unless you elect otherwise, your contributions will be invested in the Plan's default investment alternative, which is a ***T. Rowe Price Target Date Fund*** appropriate to you based on your estimated dated of retirement at age 65. You may stop or change this automatic contribution by following the instructions provided in the notice. If you do not want to contribute to the Plan, you must elect a contribution rate of 0%. You may also change your contribution rate or select other available investment options at any time by following the applicable procedures or by calling Fidelity at 800-343-0860.

The Plan also contains an automatic contribution increase feature. If your contribution rate is 9% or less, your rate will automatically increase by 1% on each anniversary of your participation, up to a maximum contribution rate of 10%, unless you elect otherwise. You may stop or change this automatic increase by following the instructions provided in the notice. You may also elect a different contribution rate or set up your own automatic increase program. Deferral Contributions made automatically for you are treated the same under the Plan as Deferral Contributions made by your own election.

If you elect to make pre-tax Deferral Contributions, then your taxable income is reduced by the deferral contributions, so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a pre-tax Deferral Contributions, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

You will be eligible to designate some or all of your Deferral Contribution as a Roth Deferral Contribution at the time you make your deferral election. Once made, this election will be irrevocable (that is, Roth Deferral Contributions cannot later be re-characterized as pre-tax Deferral Contributions). If you elect to make Roth Deferral Contributions, the amount of your contribution will be included in your income for tax purposes the year of the elective deferral, and the income tax withholding amounts will be deducted from the remainder of your pay, not from the Roth Deferral Contribution amount.

For example, if you have annual compensation of $30,000 and elect to make a Roth Deferral Contribution to the Plan equal to 5% of your compensation, your Roth Deferral Contribution to the Plan will equal $1,500 (5% of $30,000). The tax withholding applicable to the amount you have elected to contribute to the Plan as a Roth Deferral Contribution will be applied against the remainder of your compensation. Unlike with pre-tax Deferral Contributions, Roth Deferral Contributions and, in certain cases, the earnings on the elective deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, the distribution must meet certain conditions under the Internal Revenue Code. Earnings

on Roth Deferral Contributions are tax free only if the distribution is a "qualified distribution," which generally means it is made after a 5-year holding period and after attainment of age 59½, death, or disability.

Except with respect to the income taxation of Roth Deferral Contributions at contribution (described above) and to the distribution of amounts attributable to Roth Deferral Contributions (described below), Roth Deferral Contributions are subject to the same rules applicable to pre-tax Deferral Contributions. For example, pre-tax and Roth Deferral Contributions are added together to determine whether you have reached the Federal tax law limit on Deferral Contributions ($24,500 in 2026 for those not eligible to make age 50 and over catch-up contributions) or the Plan's deferral limit.

Your Deferral Contributions cannot be forfeited for any reason; however, there are special Internal Revenue Code rules that must be satisfied and may require that some of your contributions be returned to you. The Plan Administrator will notify you if any of your contributions will be returned. You may increase or decrease the amount you contribute as of the beginning of each payroll period. You may also completely suspend your contributions which you may resume as of the first day of the beginning of each payroll period. If you want to increase, decrease, suspend, or resume your Deferral Contributions, please contact Fidelity.

- **Age 50 and Over Catch-Up Contributions**

The Plan provides that Participants who are projected to be age 50 or older by the end of the calendar year and who are making Deferral Contributions to the Plan may also make a catch-up contribution of up to $8,000 (in 2026; thereafter as adjusted by the Secretary of the Treasury). These are called Age 50 and Over Catch-Up Contributions. The Plan requires that no more than 100% of your eligible compensation be deferred as an Age 50 and Over Catch-Up Contribution.

- **Other Contributions and Limitations**

a. Qualified Nonelective Employer Contributions

Your Employer may designate all or a portion of any nonelective Employer contributions for a Plan Year as "qualified nonelective employer contributions," as permitted under the Internal Revenue Code. For example, the Employer may allocate such contributions in order to make applicable plan corrections under the IRS Employee Plans Compliance Resolution System (EPCRS). If the Employer allocates any such contributions to your Account, you will be 100% vested in these contributions.

b. Limit on Contributions

Federal law requires that amounts contributed by you and on your behalf by your Employer for a given limitation year generally may not exceed the lesser of:

- $72,000 (or such amount as may be prescribed by the Secretary of the Treasury); or
- 100% of your annual compensation.

The limitation year for purposes of applying the above limits is the twelve month period ending December 31st. Contributions under this Plan (other than Age 50 Catch-up Contributions), along with Employer contributions under any other Employer-sponsored defined contribution plans, may not exceed the above limits. If this does occur, then excess contributions in your Account may be forfeited or refunded to you based on the provisions of the Plan. You will be notified by the Plan Administrator if you have any excess contributions. Any refund you receive may be subject to income taxes.

- **Rollover Contributions**

You may roll over part or all of an eligible rollover distribution you receive from an "eligible retirement plan" described below (a "Rollover Contribution") into this Plan after you have satisfied the age and service requirements to make Deferral Contributions described in Section II above. An "eligible retirement plan" is a qualified plan under Section 401(a), a 403(a) annuity plan, a 403(b) annuity contract, an eligible 457(b) plan maintained by a governmental employer, and an individual retirement Account and individual retirement annuity. An eligible rollover distribution includes any distribution of amounts contributed on a pre-tax basis from an "eligible retirement plan. You may request a direct rollover, under which the distributing plan or IRA transfers all or a portion of your distribution directly to this Plan. Alternatively, you may roll over an eligible distribution that you receive by depositing the amount into this Plan within 60 days after you receive the distribution. The rollover of the distribution, however, MUST be made within the 60-day timeframe in order to avoid taxation.

The Plan will not accept Rollover Contributions of amounts attributable to after-tax contributions.

The Plan will accept direct Rollover Contributions of amounts attributable to Roth contributions that you made to another qualified, 403(b) or 457(b) governmental plan that accepted Roth Deferral Contributions and properly segregated them from

other contributions. The same rules that apply to other direct Rollover Contributions apply to direct Rollover Contributions of amounts attributable to Roth Deferral Contributions, except for the income tax treatment on distribution (described below). Any Roth amounts accepted as direct Rollover Contributions will be separately accounted for under the Plan.

The Plan Administrator determines which Rollover Contributions are acceptable and if any Rollover Contribution fails to meet the requirements of the Plan and must be distributed. Rollover Contributions may only be made in the form of cash, allowable fund shares, or (if the Plan allows new loans in accordance with the terms of this SPD) promissory notes from an eligible retirement plan. Your Rollover Contributions subaccount in your Account will be subject to the terms of this Plan and will always be fully vested and nonforfeitable. Rollover Contributions will be adjusted for any investment gains or losses. In general, if you receive an eligible rollover distribution as a surviving spouse of a Participant or as a spouse or former spouse who is an "alternate payee" pursuant to a qualified domestic relations order ("QDRO"), you may also make a Rollover Contribution to the Plan.

Your Rollover Contributions may be eligible for special tax treatment. Consult your tax advisor and carefully consider the impact of making a Rollover Contribution to the Plan.

- **Investment Arrangement(s)**

The Investment Arrangement(s) and specific investments available under the Plan are determined by the Plan's fiduciaries and may change over time. A list of Investment Arrangement(s) is included in Section I of the SPD. The specific investments you select may have unique provisions that may limit your options under the Plan. You should contact Fidelity Investments if you have questions about the provisions of your specific investment arrangements.

You will be able to direct the investment of your Plan Account. The Plan Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. When you direct your investments, your Account is segregated for purposes of determining the earnings or losses on the investments held in your Account, which does not share in the investment performance of other Accounts. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer and the Plan Administrator will not provide investment advice or guarantee the performance of any investment you choose.

If you do not direct the investment of your Plan Account, then your Account will be invested in the default investment alternative established under the Plan. The Plan's current default investment alternative is a ***T. Rowe Price Target Date Fund*** appropriate to you based on your estimated dated of retirement at age 65.

The Plan is intended to be a participant-directed plan and to comply with ERISA Section 404(c) and the Department of Labor regulations under that section. Federal law provides that the Plan Administrator (and any other fiduciaries of the Plan) may be relieved of liability for any losses that are the direct and necessary result of the investment instructions given by a Participant or Beneficiary. In other words, you can decide how to invest your Plan Account. You assume responsibility for the investment decisions you make with respect to your Plan Account. You must follow the Plan's procedures in giving investment directions. If your investment directions that do not comply with these procedures, your investment decisions may not be implemented.

The Plan's fiduciaries are not responsible for any losses resulting from your investment instructions. To assist you in making informed investment decisions, the Plan Administrator is required to provide you with certain disclosures required under the Department of Labor's participant disclosure regulation. You should contact the Plan Administrator with any questions regarding these disclosures.

- **Vendors**

A Vendor is a provider of Investment Arrangement(s) and/or recordkeeping and other administrative services for the Plan. The Vendor(s) are determined by the Employer and/or Plan Administrator and may change over time. Contributions received by a Vendor are deposited into your Account in the applicable Investment Arrangement(s).

The following Vendors are eligible to receive on-going contributions under the Plan:

Fidelity Investments

- **Statements**

Periodically, you will receive a benefit statement that provides information on your Account balance, investments and your investment returns. It is your responsibility to notify the Plan Administrator and/or Vendor issuing the statement regarding any errors you see on any statements within 30 days after the statement is provided or made available to you.

- **Investment Activities**

Exchange requests received and confirmed before the close of the New York Stock Exchange (usually 4:00 PM (ET)) will be posted on that business day based upon the closing price of the affected investment(s). Exchange requests received and confirmed after the close of the New York Stock Exchange will be processed on the next business day based upon the closing price of the affected investment(s) on that next business day. A confirmation of your change in the investment of your future contributions or your exchange of an existing fund will be sent to you within five business days, or an online confirmation will be available. Fidelity reserves the right to change, restrict, or terminate exchange procedures to protect mutual fund shareholders.

IV. VESTING

The term "vesting" refers to your nonforfeitable right to the money in your Account. If you terminate your employment with your Employer, you may be able to receive a portion or all of your Account based on your vested percentage. You are always 100% vested in your Rollover Contributions, Qualified Nonelective Contributions, Deferral Contributions and any earnings thereon.

V. IN SERVICE WITHDRAWALS AND LOANS

The Plan Administrator will notify you of the appropriate procedures to take a withdrawal or loan from the Plan. The amount of any taxable withdrawal that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% federal tax withholding and applicable state income taxes. A 10% Internal Revenue Code early withdrawal penalty tax may apply to the amount of your withdrawal if you are under the age of 59½ and do not meet one of the Internal Revenue Code exceptions. For information regarding the taxation of amounts attributable to Roth contributions, see the Distribution of Benefits section of the SPD.

The following types of in-service withdrawals are available under the Plan:

- **Hardship Withdrawals**

As an Employee, you may apply to withdraw certain contributions to satisfy specific immediate and heavy financial needs. In accordance with Internal Revenue Service regulations, you must first exhaust all other assets reasonably available to you prior to obtaining a hardship withdrawal. This includes obtaining any in-service withdrawal(s) available from your Account (other than non-taxable Plan loans). The minimum hardship withdrawal is $0.

Contributions available as a hardship withdraw under the terms of this section are:

- Employee Deferral Contributions (including both pre-tax and Roth deferral contributions available in the Participant's Account)

If you qualify, you may apply for a hardship withdrawal to satisfy the following needs:

- Medical expenses for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan which would be deductible under Internal Revenue Code ("Code") section 213(d);
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- To prevent your eviction from, or foreclosure on, your principal residence;
- To pay for post-secondary education expenses (tuition, related educational fees, room and board) for you, your spouse, children, dependents (as defined in Code section 152, without regard to subsections (b)(1), (b)(2), and (d)(1)(B)) or a primary beneficiary designated by you under the Plan for the next twelve months;
- To make payments for burial or funeral expenses for your deceased parent, spouse, child, dependent (as defined in Code section 152, without regard to subsection (d)(1)(B)) or a deceased primary beneficiary designated by you under the Plan;
- To pay expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under section 165 of the Code (without regard to whether your residence is located in a Federal Emergency Management Agency (FEMA) declared disaster area as described in Code section 165(h)(5) or whether the loss exceeds 10% of your adjusted gross income);

- For expenses and losses (including loss of income) you incurred on account of a disaster declared by FEMA, provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or
- Any other immediate and heavy financial need as determined based on Internal Revenue Service regulations or similar guidance.

For purposes of this section, a "primary beneficiary" is an individual who has been designated as a beneficiary under the Plan and has an unconditional right, upon the death of the Employee, to all or a portion of the Employee's Account balance under the Plan.

You will be required to certify, in accordance with Plan procedures and Code requirements, that you have insufficient cash or other liquid assets reasonably available to satisfy the immediate and heavy financial need.

Hardship withdrawals are includable in gross income and are subject to federal and state income tax and withholding. In addition, they may be subject to an additional 10% early withdrawal penalty if you are under age 59½ (unless you qualify for a specific IRS exception). Unlike loans, hardship withdrawals are not repaid to the Plan. Thus, a hardship withdrawal permanently reduces your Account balance under the Plan. A hardship withdrawal cannot be rolled over into another qualified plan or IRA. Please consult your tax advisor to discuss the potential tax implications of a hardship withdrawal.

- **Withdrawals After Age 59½**

If you have reached age 59½, then you may elect to withdraw all or a portion of your entire vested Account while you are still employed by your Employer.

- **Withdrawals After Normal Retirement Age**

You may elect to withdraw your vested Account balance not held in an annuity contract after you reach the Plan's Normal Retirement Age and are at least age 59 ½ or delay it until you retire.

- **Withdrawals of Rollover Contributions**

You may elect to withdraw all or a portion of your rollover contributions.

- **Qualified Reservist Distribution**

If you have been called to active military duty for more than 179 days or for an indefinite period, you may elect to withdraw your Deferral Contributions (including catch-up contributions) during your active duty period. You must take the distribution during the period beginning on the date of your call-up and ending at the close of the active duty period. The withdrawal will not be subject to the 10% early withdrawal penalty tax. You may also elect to repay the distribution to an IRA within two (2) years after the end of your active duty period.

- **In-Plan Roth Conversions**

You may elect to convert vested amounts held in a non-Roth Account to designated Roth contributions under the Plan.

- **Eligible Amounts:**

Any vested amounts that are otherwise eligible for distribution (and are not part of an outstanding loan balance) may be converted. If you are an active Employee, you may also convert vested amounts that are not otherwise distributable under the Plan (and are not part of an outstanding loan balance). All vested pre-tax contribution types (and related earnings) are eligible for conversion.

- **Tax Treatment:**

The taxable portion of the amount converted (generally, pre-tax contributions and earnings) will be included in your gross income in the year of the conversion.

If certain requirements are satisfied, qualified distributions from your designated Roth account (including earnings) will not be subject to federal income tax. Earnings are generally eligible for tax-free treatment if the distribution occurs at least five (5) years after January 1 of the year in which you made your first designated Roth contribution (or, if earlier, your first in-Plan Roth conversion), and after you have reached age 59½, become disabled, or die.

- **Early Distribution Penalty:**

An in-Plan Roth conversion is not subject to the 10% federal early distribution penalty at the time of conversion. However, if you later withdraw converted amounts from your designated Roth account within five (5) years of the conversion (measured from January 1 of the year in which the conversion is made) and before you have reached age 59½, the 10% early distribution penalty may apply to the portion of the distribution attributable to the conversion, unless the distribution is made on account of your death or disability.

- **Withholding and Payment of Taxes:**

The 20% mandatory income tax withholding rules applicable to eligible rollover distributions do not apply to in-Plan Roth conversions. The Plan may permit voluntary withholding; however, if voluntary withholding is not available or you do not elect it, taxes will not be withheld from the conversion. As a result, you may need to make estimated tax payments to avoid underpayment penalties. You should consider whether you have sufficient funds from other sources to pay the income taxes due when you file your tax return.

Importantly, if you convert amounts that are not otherwise distributable, you will not be able to access those amounts to pay the resulting tax liability.

- **Irrevocability:**

Once you elect to make an in-Plan Roth conversion, the election is irrevocable.

- **Important Considerations:**

In-Plan Roth conversions accelerate taxation of the converted amount. You should consult your tax advisor to determine whether a conversion is appropriate for your individual circumstances.

- **Participant Loans**

You may request a loan from your vested Account balance. Loans are not considered distributions and are not subject to Federal or state income taxes, provided they are repaid as required. While you do have to pay interest on your loan, both the principal and interest are deposited in your Account. You can obtain more information about loans in the Plan's Loan Procedures supplied by the Plan Administrator.

VI. DISTRIBUTION OF BENEFITS

- **Eligibility For Benefits**

A distribution will be made to you if you request one due to your retirement or termination of employment from all Employers participating in the Plan (and any related employers). Your Beneficiary or Beneficiaries may request a distribution of your vested Account balance in the event of your death. The value of your Account balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed. Additionally, the terms of the Investment Arrangements that you selected for your Plan contributions might contain additional limits on when you can take a distribution, the form of distribution that is available, as well as your right to transfer among approved Investment Arrangements. Please review both this SPD and the terms of your Investment Arrangements before requesting a distribution.

Generally, you may defer receipt of your distribution until a later date unless you are re-employed by any Employer participating in the Plan (or any related employers) or required by law to take a required minimum distribution. **Small Balance Accounts.** In addition, if your vested Account balance is less than $7,000 and you do not make a distribution election, it will be distributed to you in a lump sum following your termination of employment without your consent. If your vested Account balance is more than $7,000, it will be rolled over to an IRA selected by the Plan Administrator for your benefit. The fees assessed against this newly established IRA by its provider will be paid by the participant.

Prior to such distribution you still have the right to request that the amount be distributed directly to you in the form of a lump sum payment or to request that it be rolled-over to a different IRA provider or another retirement plan eligible to receive rollover contributions.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You should contact the Plan Administrator to obtain the appropriate documentation to request a distribution.

- **Distributable Events**

You are eligible to request a distribution of your vested Account balance based on any of the following events:

- **Death**

a. If you are a Participant in the Plan and die, your vested Account balance, if any, will be paid to your designated Beneficiary or Beneficiaries upon their request. If you are an Employee of your Employer or a related employer at the time of your death, your Account balance will automatically become 100% vested. You may designate a Beneficiary or Beneficiaries on a designation form that must be properly signed and filed with the Plan Administrator or Vendor, as appropriate. However, if you are married and want to designate someone other than your spouse as your primary Beneficiary for more than 50% of your Account, you must print a form from the website and your spouse must consent to this designation by signing the form. His/her signature must be witnessed as described on the form.

b. **Divorce.** If you have designated your spouse as your Beneficiary for all or a part of your Account, then upon your divorce, the designation is no longer valid. This means that if you do not select a new Beneficiary after your divorce, then you are treated as not having a Beneficiary for that portion of your Account.

c. **No Beneficiary Designation.** Subject to the terms of your Investment Arrangement(s), at the time of your death, if you have not designated a beneficiary or your beneficiary is not alive, your Account will be paid to your surviving Spouse, if any. If there is no surviving spouse, your Account will be paid to your estate.

- **Normal Retirement**

If you have attained the Plan's Retirement Age of 65 and retired, you may request a distribution of some or all of your vested Account balance.

- **Disability Retirement**

If you become Disabled while employed and terminate employment as a result of or following your disability, you will be treated as having a Disability retirement and may request a distribution of some or all of your vested Account balance.

- **Required Minimum Distributions**

You are required by law to receive a Required Minimum Distribution (RMD) from the Plan no later than April 1 of the calendar year following the calendar year you turn the RMD age or terminate your employment, whichever is later. If you have investments in more than one 403(b) plan or Investment Arrangement, you may be able to satisfy your RMD obligation by aggregating all your 403(b) plans and Accounts and taking the RMD amount from any one or more of the 403(b) plans or Accounts. Once you start receiving your RMD, you should receive it at least annually until all assets in your 403(b) plans and Accounts are distributed. The RMD age varies based on your date of birth: If you were born before July 1, 1949, the RMD age is 70 ½. If you were born on or after July 1, 1949 and before January 1, 1951, the RMD age is 72. If you were born on or after January 1, 1951 and before January 1, 1960, the RMD age is 73. If you were born on or after January 1, 1960, the RMD age is 75.

Different RMD rules apply to Beneficiaries, pre-1987 contributions, and in other circumstances. For more information about RMDs from 403(b) plans, please review IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans), available on the IRS website, or contact your tax advisor or Plan Administrator.

- **Termination of Employment**

Generally, if you terminate your employment with all Employers participating in the Plan and their related employers, you may elect to receive a distribution of your vested Account balance from the Plan.

- **Form of Payments**

The distribution options described below are available under the Plan, but may not be available from all Vendors and/or Investment Arrangement(s). Please contact the Plan Administrator for details about your distribution options and possible federal tax implications.

You will pay income tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into an IRA or your new employer's retirement plan. The 20% federal income tax withheld may not cover your entire income tax liability. You cannot elect out of this tax withholding, but you can avoid it by electing a direct rollover distribution as described above, if available. This withholding is not a penalty but a prepayment of your federal income taxes. A 10% premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another retirement plan.

- **Lump Sum Distributions**

You may request a distribution of some or all of your vested Account balance in the form of a single lump sum payment.

a. Non-rollover Distribution

Any distribution that is eligible to be rolled over to an IRA or another eligible retirement plan but is paid directly to you will be subject to mandatory federal income tax withholding of 20% of the taxable distribution and the remaining amount will be paid to you.

Subject to certain exceptions (for example, with respect to a distribution of excess Deferral Contributions to Highly Compensated Employees due to nondiscrimination test results), the entire amount of your Account under the Plan attributable to Roth contributions will be distributed to you free from federal income tax (including the earnings portion) if the distribution occurs after the five taxable year period beginning the January 1st of the first taxable year you made a designated Roth contribution to the Plan (or to a plan you previously participated in, if earlier, if amounts attributable to those previous Roth contributions were directly rolled over to this Plan), provided the distribution is also made:

- On or after you attain age 59 ½,
- To your beneficiary (or estate) on or after your death, or
- Pursuant to your being disabled.

You may rollover the taxable distribution you receive to an Individual Retirement Account (IRA) or your new employer's retirement plan, if it accepts the amount as rollover contributions, and you roll over this distribution within 60 days after receipt. You will not be taxed on any amounts timely rolled over into the IRA or your new employer's retirement plan until those amounts are later distributed to you. The rollover of the distribution, however, MUST be made within the 60-day timeframe in order to avoid taxation. Any amounts not rolled over may also be subject to certain early withdrawal penalties imposed by the Internal Revenue Code.

b. Direct Rollover Distribution

You may request that your entire distribution be rolled directly into an IRA or to your new employer's retirement plan if it accepts rollover contributions. A direct rollover distribution will result in no tax being due until you withdraw funds from the IRA or other employer plan.

c. Combination Non-rollover Distribution and Direct Rollover Distribution

You may request that part of your distribution be paid directly to you and the balance rolled into an IRA or your new employer's retirement plan, called a combination distribution. In the case of a combination distribution, if any portion of the eligible rollover distribution consists of after-tax contributions, the amount paid directly to you will be considered to consist completely of after-tax contributions before any after-tax contributions are attributed to the portion paid as a direct rollover. Consult with your tax advisor for further details.

- **Partial Withdrawals Following Termination of Employment**

Withdrawals of any portion of your vested Account balance will be available to you after you have terminated your employment.

- **Installment Distributions**

Your vested Account balance will be paid to you over a period of time. You may elect annual or more frequent installments. You may elect to receive a lump sum distribution after you start to receive installment distributions. The direct rollover distribution rules referred to in the lump sum distribution section also apply to installment distributions.

VII. MISCELLANEOUS INFORMATION

- **Benefits Not Insured**

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

- **Attachment of Your Account**

Your Account may not be attached, garnished, assigned or used as collateral for a loan outside of this Plan except to the extent permitted or required by law. Your creditors may not attach, garnish or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy or a domestic relations order, discussed in the next section.

- **Qualified Domestic Relations Orders**

A domestic relations order is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse, or former spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all your Account balance based on the court order. The Plan Administrator must review your court order to determine if it meets the legal requirements to be a qualified domestic relations order, or "QDRO." Participants and Beneficiaries can obtain, without charge, a copy of the QDRO review procedures from the Plan Administrator.

Please note: Subject to the terms of the applicable Investment Arrangement, a QDRO will automatically revoke any prior designation of a former spouse as Beneficiary if the former spouse is identified in the QDRO.

- **Plan-to-Plan Transfer of Assets**

For current Employees, the Employer may direct the Custodian to accept assets transferred from other retirement plan(s) to the Participant's Accounts under the Plan. A transfer may occur only if the plan from which the assets are transferred permits direct transfers and applicable legal requirements are satisfied. Any transferred amounts will continue to be subject to distribution restrictions that are not less stringent than those that applied before the transfer, and the Participant's benefits will not be reduced as a result of the transfer. Plan-to-plan transfers may be further limited depending on the terms of the applicable Investment Arrangements.

- **Lost Participants**

If a Participant fails to claim distribution of his or her Account when required to begin distributions and, after reasonable efforts by the Plan Administrator or its delegate, the Participant cannot be located, the Plan Administrator or its delegate will make reasonable efforts to locate any surviving spouse or Beneficiary. If, after reasonable efforts, no surviving spouse or Beneficiary can be located, the Participant's Account may be forfeited, subject to the following:

- **Use of Forfeitures**

Forfeited amounts attributable to a lost Participant will be applied in the following order:

(1) To restore previously forfeited amounts of any lost Participant who is subsequently located; and
(2) To pay plan expenses.

Forfeitures will not be used to increase benefits otherwise payable to Participants or Beneficiaries.

- **Reinstatement of Forfeited Amounts**

If, after a forfeiture, the Participant or a surviving spouse or Beneficiary later claims the Account (the "claimant"), the forfeited amount will be reinstated, without adjustment for earnings or losses, and paid to the claimant as soon as practicable upon submission of reasonable proof of identity and entitlement.

Amounts required to be reinstated will be sourced in the following order:

(1) available forfeitures; and
(2) Employer contributions, to the extent necessary.

- **Locator Methods**

The Plan Administrator or its delegate may use any reasonable measures to locate a Participant or surviving spouse or Beneficiary, taking into account the cost of such measures relative to the amount of the benefit. Reasonable efforts may include, as appropriate, the use of certified mail, review of plan and employer records, contact with designated beneficiaries, and the use of electronic search tools or commercial locator services.

- **Timing of Forfeiture**

Any forfeiture will generally occur as of the end of the Plan Year in which reasonable search efforts have been completed.

- **Alternative to Forfeiture**

In lieu of forfeiting a Participant's Account, the Plan Administrator or its delegate may, in its sole discretion, distribute the Account to an individual retirement account established in the Participant's name or transfer the Account in accordance with applicable unclaimed property laws.

- **Plan Amendment**

The Plan Sponsor reserves the right to change, suspend, withdraw, amend or modify the Plan, in whole or in part, at any time. The Plan can only be amended by proper written action of the Plan Sponsor and cannot be modified by the written or oral statements of representatives of any Employer (other than the Plan Sponsor), the Plan Administrator, any Investment Arrangement provider or any Vendor. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or Beneficiaries. Additionally, no amendment may eliminate certain forms of benefits under the Plan or reduce the existing vested percentage of your Account balance derived from Employer contributions.

- **Plan Termination**

The Plan Sponsor reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate. If the Plan terminates, no further contributions will be made to the Plan and each Participant affected by such termination shall have a vested interest in their Account of 100%. The Plan Administrator will facilitate the distribution of vested Account balances to each Participant and Beneficiary in accordance with Plan provisions, the applicable Investment Arrangement(s) and applicable law until all Plan assets have been distributed. Upon termination, and to the extent that your Account is not already 100% vested, your Account will automatically become 100% vested.

- **Interpretation of Plan**

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the terms of the Plan, existing laws and regulations, and to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies, including but not limited to the documentation governing the Investment Arrangement(s)). The Plan Administrator's interpretations and determinations are conclusive and binding upon all persons.

- **Venue**

Any legal action under or relating to the Plan must be filed in the U.S. District Court for the Eastern District of California (Sacramento Division).

- **Electronic Delivery**

This SPD and other important Plan information may be delivered to you through electronic means. If you receive this SPD (or any other Plan information) through electronic means you are entitled to request a paper copy of this document, free of charge, from the Plan Administrator. The electronic version of this document contains substantially the same style, format, and content as the paper version.

VIII. SERVICES AND FEES

Fees and expenses charged under your Account will impact your retirement savings and fall into three basic categories.

Investment fees are generally assessed as a percentage of assets invested and are deducted directly from your investment returns. Investment fees can be in the form of expense ratios, sales charges, loads, commissions, 12b-1 fees, or asset management fees. Certain of these investment fees may not apply, depending upon the annuities, funds and share classes available in the Plan. You can obtain more information about such fees from the documents (such as a prospectus) that describe the investments available under your Plan or your Plan Administrator.

Plan administration fees cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and custody services, as well as additional services that may be available under your Plan, such as daily valuation, telephone response systems, internet access to plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by the investment fees related to investment options under the Plan. In other cases, these costs are either paid directly by your Employer or are passed through to the Participants and Beneficiaries in the Plan, in which case a fee will be deducted from your Account.

Transaction-based fees are associated with withdrawals, other transactions, or optional services offered under your Plan, and are charged directly to your Account if you take advantage of a particular Plan feature that may be available.

The Plan Administrator will notify you regarding the Plan administration fees and/or transaction-based fees that may be deducted from your Account. After you terminate employment, your Employer reserves the right to charge your Account for certain fees, even if your Employer pays some or all of the fees on behalf of Participants who are current Employees. If fees are deducted from your Account, they will be reflected on your Account statement.

Additional amounts may be deposited into your Account from time to time. Additional information about these amounts is available from the Plan Administrator.

This is a summary of the types of fees possible under the Plan. Please contact the Plan Administrator for more details.

IX. CLAIMS PROCEDURES AND PARTICIPANT RIGHTS

- **Claims and Review Procedures**

If a Participant or Beneficiary (a "Claimant") believes they are entitled to a benefit, or to a greater amount of benefits under the Plan than the amount the Claimant received or is receiving, either in whole or in part, the Claimant has the right to file a claim with the Plan Administrator. The claim must be made in writing to the Plan Administrator and in a form and manner reasonably acceptable to the Plan Administrator for it to be considered a valid claim. The claim and appeal filing deadlines described below shall be administered in accordance with federal requirements, which may permit extended deadlines in certain circumstances. Below is a summary of the Plan's claims and review procedures, which are intended to comply, and shall be construed in accordance, with Department of Labor Regulation section 2560.503-1. Please contact the Plan Administrator with specific questions.

- **Initial Claim for Benefits**

If a Claimant files a claim for benefits (other than Disability benefits) under the Plan, the Plan Administrator must notify the Claimant of its benefit determination within 90 days of receipt. If, for reasons beyond its control, the Plan Administrator is unable to make a benefit determination within 90 days, the Plan Administrator may extend the timeframe up to an additional 90 days. In the case of an extension, the Plan Administrator must notify the Claimant in writing prior to the expiration of the initial 90-day review period. The extension notice must also explain why the extension is necessary, the date by which the Plan Administrator expects to make a determination, and, if applicable, the additional information that is needed to make the determination.

a. **Initial Claim for Disability Benefits.** If the claim is for Disability benefits and the Plan Administrator must make a determination of whether the Claimant is Disabled under the Plan, the Plan Administrator will notify the Claimant of its benefit determination within a reasonable amount of time, but not later than 45 days after receipt of the claim. If, for reasons beyond its control, the Plan Administrator is unable to make a Disability determination within 45 days, the Plan Administrator may extend the timeframe up to an additional 30 days. In the case of an extension, the Plan Administrator will notify the Claimant prior to the expiration of the initial 45-day review period, explain why the extension is necessary and the date by which the Plan Administrator expects to make a determination. If, before the end of the 30-day extension, the Plan Administrator determines that, due to matters beyond the control of the Plan Administrator, a decision regarding the claim cannot be made within the 30-day extension (for example but not limited to, because specified information is missing), the period for making the decision may be extended for an additional 30 days, provided that the Plan Administrator notifies the Claimant, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date as of which the Plan Administrator expects to make a decision. The notice will specifically explain the standards on which the decision about the claim will be based, unresolved issues that may prevent a decision on the claim, and any additional information needed to resolve those issues. If the Plan Administrator requests additional information, the Claimant will have at least 45 days within which to provide the specified information.

- **Denial of Initial Claim for Benefits**

If the claim for benefits is denied in whole or in part, the Plan Administrator will notify the Claimant in writing regarding the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for Plan Administrator to reconsider the claim and an explanation of why it is required. The Plan Administrator will also provide information about the Plan's appeal procedures, including a statement of the Claimant's right, after a final adverse determination on appeal, to bring a civil action under Section 502(a) of ERISA.

a. **Denial of Claim for Disability Benefits**. In the case of a denial in whole or in part of a claim for Disability benefits, the decision shall also include an explanation of the basis for disagreeing with or not following the views of Claimant's treating health care professionals or vocational professionals who evaluated Claimant, the views of any medical or vocational experts whose advice was obtained on behalf of the Plan (whether or not that advice was relied upon), and any disability determination Claimant submitted that was made by the Social Security Administration. If the decision is based on medical necessity, experimental treatment, or a similar exclusion or limit, the notice will include either an explanation of the scientific or clinical judgment for the decision as it applies to Claimant's circumstances, or a statement that Claimant may request this explanation free of charge. The notice will also include either the specific internal rules, guidelines, protocols, standards, or other similar criteria relied upon in making the decision, or a statement that such criteria do not exist. In addition, the notice will inform Claimant of their right to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to Claimant's claim. Any notice of denial of a Disability claim will be provided in a culturally and linguistically appropriate manner, as required by applicable law.

- **Appeal of Denied Claim for Benefits**

If a Claimant wishes to appeal the denial of a claim for benefits, the Claimant must file a written appeal with the Plan Administrator.

YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 60 DAYS (EXCEPT AS PROVIDED BELOW FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

The Claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim. The Plan Administrator will review the appeal and provide a written notice of a final decision.

If a Claimant files an appeal of a denied claim for benefits (other than claims for Disability benefits), the Plan Administrator must review the appeal and notify the Claimant of its benefit determination on appeal within 60 days (or 45 days for Disability benefit claims) of receipt. If, for reasons beyond its control, the Plan Administrator is unable to make a benefit determination within the applicable period, the Plan Administrator may extend the timeframe up to an additional 60 days (or 45 days for Disability benefit claims). In the case of an extension, the Plan Administrator must notify the Claimant prior to the expiration of the initial review period. The extension notice must explain why the extension is necessary, the date by which a determination is expected, and, if applicable, the additional information needed to make the determination.

The review on appeal will take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, regardless of whether such information was submitted or considered in the initial determination. The Claimant is also entitled, upon request and free of charge, to reasonable access to and copies of all documents, records, and other information relevant to the claim.

a. **Appeal of Denied Claim for Disability Benefits**.

IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY THE PLAN ADMINISTRATOR (RATHER THAN A THIRD PARTY SUCH AS THE SOCIAL SECURITY ADMINISTRATION), THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

Additional rules apply to Disability benefit claims:

- The claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- If the initial adverse benefit determination was based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or

appropriate, the fiduciary will consult with a health care professional who was neither involved in or subordinate to the person who made the original benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

- Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to the Claimant, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow adequate time to respond.
- Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide a copy of the rationale at no cost. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow adequate time to respond.

- **Denial of Appealed Claim for Benefits**

If, upon review, the denied claim for benefits is again denied, the notification shall set forth the specific reason or reasons for the adverse determination, reference to the specific Plan provisions on which the benefit determination is based, 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 claim for benefits. The notification will also include a description of any voluntary appeal procedures offered by the Plan and a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA.

a. Denial on Appealed Involving Disability Benefits

In the case of a denial on appeal involving Disability benefits, the notification will (in a culturally and linguistically appropriate manner), also include:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following the views of the Claimant's treating health care professionals or vocational professionals who evaluated Claimant, the views of any medical or vocational experts whose advice was obtained on behalf of the Plan (whether or not relied upon), and any disability determination presented by the Claimant that was made by the Social Security Administration;

- If the denial is based on medical necessity, experimental treatment, or a similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination as applied to the Claimant's circumstances or a statement that such explanation will be provided free of charge upon request;

- Either the specific internal rules, guidelines, protocols, standards, or other similar criteria relied upon in making the determination, or a statement that such criteria do not exist;

- A statement describing any applicable contractual limitations period for bringing a civil action under Section 502(a) of ERISA and the date on which that limitations period expires, if applicable.

- **When to Bring an Action in Court**

A Claimant seeking judicial review of an adverse benefit determination under the Plan, whether in whole or in part, must exhaust the claims and review procedures described above before filing suit in federal or state court. A Claimant must file any lawsuit or legal action within 12 months after the date the Plan Administrator issued its final decision on an appeal. If the Claimant does not file a claim or exhaust the claims review process for any reason, any lawsuit must be filed within 12 months of the date of the conduct at issue in the lawsuit (which includes, among other things, the date the Claimant allegedly became entitled to any Plan benefits at issue in the lawsuit). If the Claimant fails to file a lawsuit within these timeframes, the Claimant will lose the right to bring the lawsuit or participate in a class action lawsuit at any later time. The Claimant will also be prohibited from presenting evidence in any lawsuit that was not timely presented to the Plan Administrator as part of the claims and review procedures described above.

- **Statement of ERISA Rights**

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

- **Receive Information About Your Plan and Benefits**
  - Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
  - Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
  - Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
  - Obtain a statement telling you the fair market value of your vested, accrued benefit, as of the date for which the benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the Plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.
- **Prudent Actions by Plan Fiduciaries**

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

- **Enforce Your Rights**

If your claim for a benefit under the Plan 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.

- **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or 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.

APPENDIX A

PLAN LOAN PROCEDURES

1. Loan Application

Loans are available to eligible Participants. However, if you terminate employment, you will not be eligible to obtain a loan. Loans will be allowed for any purpose. A loan set up fee of $75 will be deducted from your Account for each new loan processed. An annual loan maintenance fee of $25 will be deducted from your Account for each loan.

2. Loan Amount

The minimum loan is $1,000 and the maximum amount is the lesser of one-half of your vested Account balance or $50,000 reduced by the highest outstanding loan balance in your Account during the prior twelve month period. All of your loans from plans maintained by your Employer or a Related Employer will be considered for purposes of determining the maximum amount of your loan. Loans may be further limited depending on the applicable terms of the Investment Arrangement(s) in which your Accounts in the Plan are invested.

3. Number of Loans

You may only have 1 loan outstanding at any given time. If you have an existing loan you may not apply for another loan until the existing loan is paid in full.

4. Interest Rate

All loans shall bear a reasonable rate of interest as determined by the Plan Administrator based on the prevailing interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. The interest rate shall remain fixed throughout the duration of the loan.

5. Loan Repayments and Loan Maturity

Repayment should be made through after-tax payroll deductions; however, if repayment is not made by payroll deduction, a loan shall be repaid in accordance with procedures provided by your Plan Administrator. All loans must be repaid in level payments on at least a quarterly basis over no more than a five year period from the date of the loan. The level repayment requirement may be waived for a period of one year or less if you are on a leave of absence, however, your loan must still be repaid in full on the maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of the time missed on leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be re-amortized to extend the length of the loan by the length of the leave. If a loan is not repaid within its stated period, it will be treated as a taxable distribution to you.

6. Default

The Plan Administrator shall consider a loan in default if a scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter (end of the “cure period” for that payment) in which that payment was initially due or if there is any outstanding balance at the end of the cure period for the last schedule payment date. Any payment made will be first applied to the oldest outstanding payment. In the event of a default or termination of employment, or Plan termination, the entire outstanding principal and accrued interest shall be immediately due and payable. Any default in repayment to the Plan will result in the treating of the balance due for your loan as a taxable distribution from the Plan.

7. Additional Loan Information

The Investment Arrangement(s) in which your Account is invested may contain additional limits on loan availability and terms. Contact the Plan Administrator with questions about loans. Please review your loan terms carefully. The information contained herein has been provided by the Plan Administrator.