

SHADDOCK COMPANIES

# 401(k)

PLAN



**SuccessPath Onboarding**

# Make the most of your future.



FAST FACTS ABOUT YOUR PLAN



There are many great benefits to being a participant in the Shaddock Companies 401(k) Plan. Among those benefits is exceptional customer service— online or by phone. In fact, you can count on your company and Fidelity to help support you every step of the way.

Best practices to consider:

- **The impact of an early start.** Your decision to start today could give you quite a bit more at retirement than starting five years from now.
- **Contribute as much as you can.** That amount can take you a long way toward reaching your financial goals.
- **Do what you can afford.** Start at a number that feels comfortable to you. You can always change it later. The important thing is to invest what you can afford and start right away.
- **Invest more in your plan, pay less in taxes.** Your pretax contributions come out of your pay before income taxes are taken out. You can actually lower your current taxes by investing in the plan today.

Find out how simple it can be to enroll, manage your account, and take advantage of what your company and Fidelity have to offer.

- Look inside for:
  - **Frequently Asked Questions** - The basic details of your plan including how much you can contribute and when you can take withdrawals.
  - **Investment Options** - Pick at least one investment option to get started, then consider the whole spectrum as you get more comfortable with planning.
  - **Resources for Staying on Track** - To help you meet your retirement goals, the plan offers a comprehensive communications program and planning tools to help you stay on track.

## Enroll in the retirement plan

If you haven't already, enrolling in your plan is the right step towards a more secure retirement.

It's easy to join your plan and make that next great investment in yourself.

Here's how:

- First, go to Fidelity NetBenefits® at [www.401k.com](http://www.401k.com).
- Next, set up your password. If you're already a Fidelity customer, you can use your existing password. Please note, you will be prompted to enter your email address.
- Finally, click on the link to enroll.
- If you have questions or need help before getting started, visit [www.401k.com](http://www.401k.com) or call Fidelity at 1-800-890-4015.

## Frequently Asked Questions

Here are answers to questions you may have about the key features and benefits of Shaddock Companies 401(k) Plan.

<b>When am I eligible to enroll?</b>	All contributions	Immediately												
<b>When can I enroll in the plan?</b>	Immediate upon meeting all eligibility requirements													
<b>How much can I contribute?</b>	Employee Contributions	1% to 100% of eligible compensation, inclusive of pretax and/or Roth deferrals (IRS limit of \$18,000 for 2017) Bonus Contributions EGTRRA Catch Up Provision												
	Contribution Change Frequency	Beginning of Payroll Period												
	Discretionary Match	Discretionary												
	Discretionary Profit Sharing	Refer to the Summary Plan Description for further information regarding profit sharing contributions.												
<b>Can I make a catch up contribution?</b>	If you are age 50 or over by the end of the taxable year and have reached the annual IRS limit or Plan’s maximum contribution limit for the year, you may make additional salary deferral, pretax contributions to the Plan up to the IRS Catch Up Provision Limit (2017 = \$6,000).													
<b>When am I vested?</b>	Employee Contributions	100% immediate												
	Discretionary Match	<table><tr><td><u>Years of Service for Vesting</u></td><td><u>Percentage</u></td></tr><tr><td>less than 1</td><td>0</td></tr><tr><td>1</td><td>25</td></tr><tr><td>2</td><td>50</td></tr><tr><td>3</td><td>75</td></tr><tr><td>4</td><td>100</td></tr></table>	<u>Years of Service for Vesting</u>	<u>Percentage</u>	less than 1	0	1	25	2	50	3	75	4	100
<u>Years of Service for Vesting</u>	<u>Percentage</u>													
less than 1	0													
1	25													
2	50													
3	75													
4	100													
	Discretionary Profit Sharing	<table><tr><td><u>Years of Service for Vesting</u></td><td><u>Percentage</u></td></tr><tr><td>less than 1</td><td>0</td></tr><tr><td>1</td><td>25</td></tr><tr><td>2</td><td>50</td></tr><tr><td>3</td><td>75</td></tr><tr><td>4</td><td>100</td></tr></table>	<u>Years of Service for Vesting</u>	<u>Percentage</u>	less than 1	0	1	25	2	50	3	75	4	100
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less than 1	0													
1	25													
2	50													
3	75													
4	100													
<b>Can I take a loan?</b>	Although your plan account is intended for the future, you may take a loan from your account.													
<b>Can I take a withdrawal?</b>	Withdrawals from the Plan are generally permitted in the event of termination of employment, retirement disability, or death.													
<b>What are the investment options?</b>	See Investment Options section of this flyer.													



Investment Options

Designed to meet a wide variety of investing preferences, the following investment options are available.

Categories to the left have potentially more inflation risk and less investment risk				Categories to the right have potentially less inflation risk and more investment risk					
Money Market (or Short Term)	Stable Value	Bond	Balanced/Hybrid	Domestic Equities			International / Global Equity	Specialty	Company Stock
<u>Government*</u> <ul style="list-style-type: none"><li>Vanguard Treasury Money Market Fund Investor Shares</li></ul>		<u>Diversified</u> <ul style="list-style-type: none"><li>Janus Henderson Flexible Bond Fund Class N</li><li>Vanguard Total Bond Market Index Fund Admiral Shares</li></ul>	<ul style="list-style-type: none"><li>American Funds American Balanced Fund® Class R-6</li></ul>	Large Value	Large Blend	Large Growth	<u>Diversified</u> <ul style="list-style-type: none"><li>Vanguard Developed Markets Index Fund Admiral Shares</li><li>Oppenheimer International Growth Fund Class I</li></ul> <u>Emerging Markets</u> <ul style="list-style-type: none"><li>DFA Emerging Markets Core Equity Portfolio Institutional Class</li></ul> <u>Specialty</u> <ul style="list-style-type: none"><li>Deutsche Global Real Estate Securities Fund Institutional Class</li></ul>		
				<ul style="list-style-type: none"><li>Vanguard Value Index Fund Admiral Shares</li></ul>	<ul style="list-style-type: none"><li>Vanguard 500 Index Fund Admiral Class</li></ul>	<ul style="list-style-type: none"><li>Vanguard Growth Index Fund Admiral Shares</li></ul>			
				Mid Value	Mid Blend	Mid Growth			
					<ul style="list-style-type: none"><li>Vanguard Mid-Cap Index Fund Admiral Shares</li></ul>				
				Small Value	Small Blend	Small Growth			
					<ul style="list-style-type: none"><li>Vanguard Small-Cap Index Fund Admiral Shares</li></ul>				

This spectrum, with the exception of the Domestic Equity category, is based on Fidelity’s analysis of the characteristics of the general investment categories and not on the actual investment options and their holdings, which may change frequently. Investment options in the Domestic Equity Category are based on the options’ Morningstar categories as of the most recent calendar quarter. Morningstar categories are based on a fund’s style as measured by its underlying portfolio holdings over the past three years and may change at any time. These style calculations do not represent the investment options’ objectives and do not predict the investment options future styles. Investment options are listed in alphabetical order within each investment category. Risk associated with the investment options may vary significantly within each particular investment category, and the relative risk of categories may change under certain economic conditions. For a more complete discussion of risk associated with the mutual fund options, please read the prospectuses before making your investment decision. The spectrum does not represent actual or implied performance.

*\*You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund’s sponsor has no legal obligation to provide financial support to money market funds and you should not expect that the sponsor will provide financial support to the fund at any time.*

In general the bond market is volatile, and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk and credit and default risks for both issuers and counterparties. Unlike individual bonds, most bond funds do not have a maturity date, so avoiding losses caused by price volatility by holding them until maturity is not possible.

Stock markets are volatile and can fluctuate significantly in response to company, industry, political, regulatory, market, or economic developments. Investing in stock involves risks, including the loss of principal.

*Before investing in any investment option, consider the investment objectives, risks, charges, and expenses. Contact Fidelity for a mutual fund prospectus or, if available, a summary prospectus containing this information. Read it carefully.*

# Additional Investment Options

**Fidelity® Portfolio Advisory Service at Work** is a professionally managed account that helps ensure that your investments are managed through the ups and downs of the market. The service creates model portfolios that seek to enhance growth and manage risk, while keeping your account aligned with your goals. For more information about Fidelity® Portfolio Advisory Service at Work, log onto NetBenefits® at <https://netbenefits.fidelity.com/pas>.

Fidelity Portfolio Advisory Service at Work is a service of Strategic Advisers, Inc., a registered investment adviser and a Fidelity Investments company. **This service provides discretionary money management for a fee.**

**Target Date Funds** offer a blend of stocks, bonds, and short-term investments within a single fund. They are designed for investors who don't want to go through the process of picking several funds from the three asset classes but who still want to diversify among stocks, bonds, and short-term investments.

Categories to the left have potentially more inflation risk and less investment risk		Categories to the right have potentially less inflation risk and more investment risk
BlackRock LifePath® Index Retirement Fund Class K Shares	BlackRock LifePath® Index 2025 Fund Class K Shares	BlackRock LifePath® Index 2040 Fund Class K Shares
BlackRock LifePath® Index 2020 Fund Class K Shares	BlackRock LifePath® Index 2030 Fund Class K Shares	BlackRock LifePath® Index 2045 Fund Class K Shares
	BlackRock LifePath® Index 2035 Fund Class K Shares	BlackRock LifePath® Index 2050 Fund Class K Shares
		BlackRock LifePath® Index 2055 Fund Class K Shares
		BlackRock LifePath® Index 2060 Fund Class K

Target date investments are generally designed for investors expecting to retire around the year indicated in each investment's name. The investments are managed to gradually become more conservative over time. The investment risks of each target date investment change over time as its asset allocation changes. They are subject to the volatility of the financial markets, including equity and fixed income investments in the U.S. and abroad and may be subject to risks associated with investing in high yield, small cap and foreign securities. Principal invested is not guaranteed at any time, including at or after their target dates.

**Fidelity BrokerageLink®** combines the convenience of your workplace retirement plan with the additional flexibility of a brokerage account. It gives you expanded investment choices to manage your retirement contributions. BrokerageLink includes investments beyond those in your plan's lineup. The plan fiduciary neither evaluates nor monitors the investments available through BrokerageLink. It is your responsibility to ensure the investments you select are suitable for your situation including your goals, time horizon, and risk tolerance. See the fact sheet and commission schedule for applicable fees and risks.

## Resources for staying on track....

<b>Watch for these communications in your mail or email box</b>	<b>Educational Communications</b>	These communications can help you focus your attention on specific planning issues such as the effects of saving more or why it is important to diversify your savings among different types of investment options. To receive via email, visit the Your Profile section of Fidelity NetBenefits®.
	<b>Fidelity Viewpoints® - Workplace Edition</b>	Delivered three times per year via email, these communications provide real life education on topics selected by participants to help improve plan decisions and provide broad retirement and investment planning.
	<b>Account Statements</b>	Available online virtually 24/7 via Fidelity NetBenefits® with monthly email reminders. You may also obtain an account statement through Fidelity upon request.
<b>Interactive learning opportunities</b>	<b>Online at <a href="https://netbenefits.com">NetBenefits.com</a></b>	Our checklists, tools and videos can help you make smarter choices about your benefits and your money. Learn the basics. Hone your skills. Above all, get the most out of everything we have to offer.
	<b>In Person</b>	Call, click or visit to learn more about savings outside your retirement plan. Investor centers are located in a variety of cities nationwide to provide helpful consultations with financial needs beyond your retirement savings plan such as IRAs, college savings plans, and retirement income planning. Go to <a href="https://www.fidelity.com">www.fidelity.com</a> or call 1-800-Fidelity.
	<b>On the Phone</b>	Call 1-800-835-5097 for answers to questions about your plan and account. For automated information: call virtually any time, 24/7. For representative assistance: call between 8:30 a.m. and 8:00 p.m. ET, Monday - Friday (except certain NYSE holidays).
<b>Leave it to the professionals</b>	Having an appropriate investment strategy is so important to help you reach your workplace savings goals. Your strategy should be monitored and actively managed to respond to financial trends and market conditions, as well as when your situation changes. To learn more about managed accounts, and if Fidelity® Portfolio Advisory Service <i>at Work</i> may be right for you, log onto NetBenefits® at <a href="https://netbenefits.fidelity.com/pas">https://netbenefits.fidelity.com/pas</a> .	



This information is intended to be educational and is not tailored to the investment needs of any specific investor.

Investing involves risk, including risk of loss.

529 College Savings Plans are state sponsored and some Plans are managed by Fidelity.

This plan is intended to be a participant-directed plan as described in Section 404(c) of ERISA, which means that fiduciaries of the Plan are ordinarily relieved of liability for any losses under ERISA that are the direct and necessary result of investment instructions given by a participant or beneficiary.

This document provides only a summary of the main features of the Shaddock Companies 401(k) Plan, and the Plan document will govern in the event of any discrepancy.

Investor Center products & services are offered beyond your employer sponsored retirement plan.

Fidelity Brokerage Services LLC, Member NYSE, SIPC, 900 Salem Street, Smithfield, RI 02917.

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## 401K Enrollment Information Form

### Participant Information

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Name: First Middle Last

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Address

---

City State Zip

---

Date of Birth Social Security Number Date of Hire

---

Email Telephone Number

### Employer Information

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Worksite Employer

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Address

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City State Zip

### Contributions Instructions

- ☐ I wish to participate at this time
- ☐ I have a balance to rollover
- ☐ I do not wish to participate at this time

Capital Title will match 50¢ for every dollar up to 2% of your pay.



## **SUMMARY PLAN DESCRIPTION**

Shaddock Companies 401(k) Plan

## Shaddock Companies 401(k) Plan

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## **Summary Plan Description Overview**

### **Shaddock Companies 401(k) Plan**

The Shaddock Companies 401(k) Plan (the “Plan”) of Willow Bend Mortgage Company, LLC has been amended as of 09/18/2017 (the “Effective Date”). This Plan is intended to be a qualified retirement plan under 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, disability, or other termination of employment. The Plan is for the exclusive benefit of eligible Employees and their Beneficiaries.

This booklet is called a Summary Plan Description (“SPD”) and it contains a summary in understandable language of your rights and benefits under the plan.

This SPD is a brief description of the principal features of the plan document and trust agreement and is not meant to interpret, extend or change these provisions in any way. The plan document and trust agreement shall govern if there is a discrepancy between this SPD and the actual provisions of the plan.

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 state tax implications of your participation and these transactions should be determined based on an examination of appropriate state law. Please consult with your tax advisor if you have any questions regarding state tax law.

## I. BASIC PLAN INFORMATION

The information in this section contains definitions to some of the terms that may be used in this SPD and general Plan information. If the first letter of any of the terms defined below is capitalized when it is used within this SPD, then it represents the indicated defined term.

### A. Account

An Account shall be established by the Trustee to record contributions made on your behalf and any related income, expenses, gains or losses. It may also be referred to as an Account balance.

### B. Beneficiary

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

### C. Deferral Contribution

This is a contribution 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 Contribution amounts.

### D. Disability

Under your Plan, you are disabled if you meet the following criteria: The inability 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.

### E. Employee

An Employee is an individual who is employed by your Employer as a common law employee or, in certain cases, as a leased employee and is not terminated.

### F. Employer

The name and address of your Employer is:

Willow Bend Mortgage Company, LLC  
2400 Dallas Pkwy # 560  
Plano, TX 75093  
(972) 398-4892

The Employer's federal tax identification number is: 75-2511480

The following Employer(s) also participate in the Plan and employees of each employer listed below shall be eligible to participate in accordance with the Participation section of this SPD.

Federal Tax Identification Number	Participating Employer Name	Designation
46-3021947	Willow Bend Commercial Capital, LLC	Related
75-2848550	Capital Title of Texas, LLC	Related
27-4765706	Cambridge Insurance Agency, LLC	Related
27-1766486	Premier Surveying, LLC	Related
45-4486928	First National Title Insurance Company	Related

### G. ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) identifies the rights of Participants and Beneficiaries covered by a qualified retirement plan.

## **H. Fidelity Investments Contact Information**

Fidelity Investments is the recordkeeper of your Plan. To view your Account, make changes to investments, or perform transactions, please use the contact information below, all telephone calls will be recorded for quality.

Phone number: 1-800-835-5097

Website: [www.401k.com](http://www.401k.com)

## **I. Highly Compensated Employee**

An Employee is considered a highly compensated Employee if you (i) at any time during the current or prior year own, or are considered to own, more than five percent of your Employer, or (ii) received compensation from your Employer during the prior year in excess of \$120,000.00, as adjusted.

## **J. Non-Highly Compensated Employee**

An Employee who is not a Highly Compensated Employee.

## **K. Participant**

A participant is an eligible Employee who has satisfied the eligibility and entry date requirements and is eligible to participate in the Plan or a formerly eligible Employee who has an Account balance remaining in the Plan.

## **L. Plan Type**

The Shaddock Companies 401(k) Plan is a defined contribution plan. These types of plans are commonly described by the method by which contributions for participants are made to the plan. The Shaddock Companies 401(k) Plan is a 401(k) deferral plan. More information about the contributions made to the plan can be found in Section III, Contributions.

## **M. Plan Administrator**

The Plan Administrator is responsible for the administration of the Plan and its duties are identified in the plan document. 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:

Willow Bend Mortgage Company, LLC  
2400 Dallas Pkwy # 560  
Plano, TX 75093  
(972) 398-4892

## **N. Plan Number**

The three digit IRS number for the Plan is 001.

## **O. Plan Sponsor**

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

## **P. Plan Year**

The Plan Year is the twelve-month period ending on the last day of December. The Plan Sponsor may only change or have changed the Plan Year by amending and restating to a new Plan Document.

## **Q. 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.

## **R. Service of Process**

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

## **S. Trustee**

The trustee is responsible for trusteeing the Plan's assets. The trustee's duties are identified in the trust agreement and relate only to the assets in its possession. The name and address of the Plan's Trustee are:

Fidelity Management Trust Company  
245 Summer Street

## II. PARTICIPATION

### A. 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 resident of Puerto Rico
- covered by a collective bargaining agreement, unless the agreement requires the employees to be included under the Plan
- a nonresident alien with no income from a U.S. source

You are also not eligible to participate 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, file Form W-2 (or any replacement form), or remit Social Security payments to the Federal government 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 upon meeting all eligibility requirements

Once you become a Participant you are eligible to participate in the Plan until you terminate your employment with your Employer 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 participation requirements in Section II of this SPD, you will be eligible to make Deferral Contributions. In addition, your Employer may make matching and nonelective contributions to your Account. The type(s) of contributions available under the Plan are described in this section.

### A. 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 including salary reduction contributions you made to an Employer sponsored cafeteria, qualified transportation fringe, simplified employee pension, 401(k), 457(b) or 403(b) plan.

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

Source	Exclusion (s)
Employee Deferral Contributions and Qualified Nonelective Contributions	Taxable employee benefits and car allowances; benefit allowances; leave cash outsDeferred Compensation
Employer Matching Contributions	Taxable employee benefits and car allowances; benefit allowances; leave cash outsDeferred Compensation
Employer Nonelective Contributions	Taxable employee benefits and car allowances; benefit allowances; leave

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 2018 Plan Year is \$275,000.

## **B. Contributions**

### **1. Regular Deferral Contributions**

You may elect to defer a percentage or a flat dollar amount of your eligible compensation into the Plan after you satisfy the Plan's eligibility requirements. The percentage or a flat dollar amount 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 or a flat dollar amount you defer is subject to an annual limit of the lesser of 100.00% of eligible compensation or \$18,500 (in 2018; thereafter as adjusted by the Secretary of the Treasury) in a calendar year.

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, 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.

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 (\$18,500 in 2018 for those not eligible to make age 50 and over catch-up contributions) or the Plan's deferral limit. If you have participated in more than one employer-sponsored qualified plan 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.

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.

### **2. Bonus Contributions**

You may make Deferral Contributions on any Employer paid bonus. You may defer a flat dollar amount or a whole percentage from 1% to 100% of any bonus designated by your Employer into the Plan, or suspend your contribution completely, by completing a special election form. The total amount of your bonus and regular Deferral Contributions for the Plan Year may not exceed 100.00% of your eligible compensation or other applicable Internal Revenue Code limits. If you fail to make an election with regard to bonus compensation, then your Employer will make a Deferral Contribution into the Plan from your bonus compensation at the same rate as is in place for your Regular Deferral Contributions. Your Employer may refuse to accept any or all of your bonus contribution if it will have an adverse effect on the Plan's annually required Internal Revenue Code test.

### **3. 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 taxable year and who are making Deferral Contributions to the Plan may also make a catch-up contribution of up to \$6,000 (in 2018; thereafter as adjusted by the Secretary of the Treasury).



#### **4. Employer Matching Contributions**

You become eligible for matching contributions only if you make Deferral Contributions. For purposes of determining your matching contributions under the Plan, your Contributions will include Age 50 and Over Catch-Up Contributions. Employer matching contributions must be allocated to your Account in the Plan within prescribed legal time limits.

##### **a. Discretionary Matching Contributions**

Your Employer may make discretionary matching contributions. Discretionary matching contributions, if made, will be computed by your Employer based on your eligible compensation deferred into the Plan each Plan Year. You must be employed as of the last day of the Contribution Period to be eligible for any matching contributions that may be made for that Plan Year.

Your Employer will communicate the amount of any annual discretionary matching contributions.

##### **b. Qualified Matching Contributions**

Your Employer may designate all or a portion of any matching contributions for a Plan Year as “qualified matching contributions” and allocate them to Non-Highly Compensated Employees to help the Plan pass one or more annually required Internal Revenue Code nondiscrimination test(s). Any such contributions will be allocated to those Participants eligible to receive the Employer matching contributions described above who made Deferral Contributions during the Plan Year. Participants are 100% vested in these contributions and may not request a hardship withdrawal of these contributions.

#### **5. Discretionary Nonelective Contributions**

Your Employer may make discretionary nonelective contributions in an amount to be determined by the Board of Directors for each Plan Year. You must complete at least 1,000 hours of service during the Plan Year and be employed as of the last day of the Plan Year to be eligible to receive any nonelective contributions that may be made for that Plan Year.

##### **a. Percentage of Compensation**

Discretionary nonelective contributions, if any, made to the Plan by your Employer will be allocated to your Account in the ratio that your eligible compensation bears to the total eligible compensation paid to all eligible Participants.

#### **6. Other Contributions and Limitations**

##### **a. Qualified Nonelective Contributions**

Your Employer may designate all or a portion of any nonelective contributions for a Plan Year as “qualified nonelective contributions” and allocate them to certain Non-Highly Compensated Employees to help the Plan pass one or more annually required Internal Revenue Code non-discrimination test(s). You will be 100% vested in these contributions and may not request a hardship withdrawal of 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:

\$55,000 (or such amount as may be prescribed by the Secretary of the Treasury); or

100.00% of your annual compensation.

The limitation year for purposes of applying the above limits is the twelve month period ending 12/31. Contributions under this Plan, 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 document. You will be notified by the Plan Administrator if you have any excess contributions. Income tax consequences may apply on the amount of any refund you receive.

#### **7. Rollover Contributions**

You can roll over part or all of an eligible rollover distribution you receive from an eligible retirement plan (a “Rollover Contribution”) into this Plan even if you have not yet satisfied the age and service Eligibility requirements described in

Section II above; however you will not become a Participant in the Plan until you have met the Plan's eligibility and entry date requirements. 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 from an eligible retirement plan, except any distribution from an individual retirement Account or an individual retirement annuity consisting of nondeductible contributions or any distribution from a 403(b) annuity contract consisting of after-tax employee contributions. Making Rollover Contributions to the Plan that consist of assets other than qualified 401(a) plan assets may result in the loss of favorable capital gains or ten year income averaging tax treatment that may otherwise be available with respect to a lump sum distribution to you from the Plan. The loss of this favorable tax treatment may also occur if you make a Rollover Contribution to the Plan that consists of qualified 401(a) plan assets under certain circumstances. If you may be eligible for this special tax treatment, you should consult your tax advisor and carefully consider the impact of making a Rollover Contribution to the Plan.

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

The Plan will accept direct Rollover Contributions of amounts attributable to Roth Deferral Contributions that you made to another qualified 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).

## IV. INVESTMENTS

### A. Investments

The Employee Retirement Income Security Act of 1974 (ERISA) imposes certain duties on the parties who are responsible for the operation of the Plan. These parties, called fiduciaries, have a duty to invest Plan assets in a prudent manner. However, an exception exists for plans that comply with ERISA Section 404(c) and permit a Participant to exercise control over the assets in his/her Account and choose from a broad range of investment alternatives. This Plan is intended to be a Section 404(c) plan. To the extent that you have directed the investment of assets in your Account under the Plan, you are responsible for the investment decisions you made relating to those assets and the Plan 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 (See DOL Regulation §2550.404a-5) initially and on an annual basis. You should contact the Plan Administrator with any questions regarding these disclosures. Fidelity is assisting the Plan Administrator in complying with this regulation and will make this disclosure notice available for you to review and access via Fidelity's website.

### B. Fidelity® Portfolio Advisory Service at Work

Fidelity® Portfolio Advisory Service at Work (the "Service") is a managed account service that invests your workplace savings plan Account in one of several model portfolios created from a mix of your plan's eligible investment options. The Service is managed by Strategic Advisers, Inc., a registered investment adviser and a Fidelity Investments company. The investment options selected are spread among broadly diversified investment types designed to help enhance growth and manage risk. When you enroll in the Service, you are assigned to a model portfolio based on either your investment time horizon, or on your financial situation, risk tolerance, and investment time horizon, depending upon what you choose during enrollment. Once enrolled, your current workplace savings account balance will be reallocated to align with the investment allocation of your assigned model portfolio; future contributions will also be invested according to this model portfolio.

While enrolled in the Service, you are delegating the ongoing management of your Account to the Service. In return for ongoing management, your account will incur an advisory fee for the Service as described in the Pricing Supplement. This fee will be paid from your Account. You will not be able to make any exchanges among investment options or otherwise direct or restrict the management of your account. The Service will allocate and, when appropriate, reallocate the assets in

your Account to ensure that it stays in balance with the model portfolio's current mix of investments. Whenever your Account is reallocated or rebalanced to fit your model portfolio, you will receive a confirmation detailing the transactions. You will also receive prospectuses for any investment option you did not previously own.

For more information regarding Fidelity® Portfolio Advisory Service at Work, or to enroll, log onto NetBenefits® at <https://netbenefits.fidelity.com/pas> or call a Fidelity Representative at 866-811-6041.

### C. Self-Directed Brokerage

Fidelity's Self-Directed Brokerage (SDB) program (BrokerageLink) allows a wide variety of investments with a diverse fee structure. Please go online for more information regarding the SDB investment option.

### D. Statement of Account and Confirmation Statements

The assets in the Plan are invested in available investment options and a separate Account is established for each Participant who receives and/or makes a contribution. The value of your Account is updated each business day to reflect any contributions, exchanges between investment options, investment earnings or losses for each investment option and withdrawals. Your account statement is available online, you can view and print a statement for any time period up to 24 previous months. A statement is also available to be automatically mailed to you every three months. You can initiate these mailings by logging on to Fidelity's website and selecting Mail Preferences under the Accounts tab.

Exchanges received and confirmed before the close of the market (usually 4:00 PM (ET)) will be posted on that business day based upon the closing price of the affected investment(s). Exchanges received and confirmed after the market close 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.

## V. VESTING

The term "vesting" refers to your nonforfeitable right to the money in your Account. You receive vesting credit for the number of years that you have worked for your Employer and any Related Employer.

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 Matching Contributions, Qualified Nonelective Contributions, Deferral Contributions and any earnings thereon. Your Employer Matching Contributions and Employer Nonelective Contributions and any earnings thereon will be vested in accordance with the following schedule:

Years of Service	Vesting Percentage
less than 1	0
1	25.00
2	50.00
3	75.00
4	100.00

The methodology used to determine your years of service for vesting purposes has changed. Previously you received vesting credit for a year of service under the 'general method' if you earned at least 1,000 hours of service in a Plan Year. Vesting under the Plan is now based upon the elapsed time method. Hours of service are not counted and instead periods of service are computed. A period of service is determined based on the time you work for your Employer. Only your whole years of service with your Employer will be counted to compute your years of service for vesting purposes. For example, if you have three years and ten months of service, then for vesting purposes you will receive credit for three years of service.

If you were an Employee before September 18, 2017 you will receive vesting credit for your years of service with your Employer based upon the following:

Applicable Year(s)	Method	Measurement Period
Plan Year(s) before 2017	General	Jan 1 to Dec 31
2017	General or Elapsed Time*	Jan 1 to Dec 31
Plan Year(s) after 2017	Elapsed Time	Jan 1 to Dec 31

\*You will receive vesting credit for this period if you would get such credit under either the general method (hours of service) or the elapsed time method.

If you became an Employee on or after September 18, 2017 then you will receive vesting credit for your years of service with your Employer based only on the elapsed time method. In this case, your measurement period for determining your years of service will generally be based upon your date of employment with your Employer.

#### A. Forfeiture and Re-employment

If you terminate your employment with your Employer and are less than 100% vested in your Employer Account, you may forfeit the non-vested portion of your Employer Account. A forfeiture will occur in the Plan Year that you receive a distribution of your entire vested Account, or if you do not receive a distribution, after five consecutive one year breaks in service. Forfeitures are retained in the Plan and may first be used to pay administrative expenses. Any remaining amounts will be used to reduce future Employer contributions payable under the Plan.

Example: (This example is for illustration purposes only.) Assuming you terminate your employment in 2018 with the following Account:

Source	Amount	Vested Percentage	Vested Amount
Employee	\$2,000	100%†	\$2,000
Employer	<u>\$1,000</u>	80%	<u>800</u>
Total	\$3,000		\$2,800

You received a \$2,800 distribution in 2018 from the Plan. This represented a complete distribution of your Account. A \$200 forfeiture will occur in 2018.

† You are always 100% vested in your own employee Deferral Contributions and earnings in the Plan.

A one-year break in service occurs when you have less than one hour of service in the twelve consecutive month period beginning with the earlier of the day your employment terminates or the 12 month anniversary of the date on which you are otherwise first absent from service. Notwithstanding the above, if you are absent from work due to a maternity or paternity leave, then the 12-consecutive month period beginning on the first anniversary of the first date of that absence will not be a one-year break in service, and if you are absent from work due to a leave of absence under the Family and Medical Leave Act, no 12-consecutive month period beginning on the first anniversary of the first date of that absence, and subsequent anniversaries, during which the absence continues, will be a one-year break in service, provided you return to work following the leave.

When any period of absence is due to military service entitling you to reemployment rights under federal law and you return to work at the Employer or a Related Employer following that absence, there will be no break in service and you will be credited with service for the entire period of that absence.

If you were a Participant when you terminated your employment and are re-employed by your Employer, then you will again become a Participant on the date you complete one hour of service. Your period of employment before you were rehired is referred to as your pre-break service. Your period of employment after you were rehired is referred to as your post-break service. If you are re-employed after incurring five consecutive one-year breaks in service then your post-break service will not count in determining your vesting percentage in your pre-break Account balance. Your post-break service will count in determining your vesting percentage in your pre-break Account balance and any forfeited amounts will be restored to your Account if:

- You are re-employed by your Employer before you incur five consecutive one-year breaks in service, and
- If you received distribution of your vested Account and you repay the full amount of the distribution before the end of the five-year period that begins on the date you are re-employed.

**Example:** Assume you terminate employment with your Employer in 2018 with an Account balance of \$3,000, of which \$2,800 is vested. You elect to receive a lump sum distribution of your vested Account balance. The remainder, or \$200, is forfeited in 2018. If you are rehired on January 1, 2019 and repay the \$2,800 distribution prior to January 1, 2024, the \$200 previously forfeited will be restored to your Account. Additionally, your service after January 1, 2019 is counted toward vesting your pre-break Account balance of \$3,000.

## VI. IN SERVICE WITHDRAWALS AND LOANS

You may contact Fidelity 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 withdrawals are available under the Plan:

### A. Hardship Withdrawals

As an Employee, you may apply to withdraw certain contributions to satisfy specific 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 and a loan from this Plan and any other qualified plan maintained by your Employer. Your Deferral Contributions to this Plan, and any other Employer-sponsored qualified or non-qualified plan, will be suspended for six months after your receipt of the hardship withdrawal. The minimum hardship withdrawal is \$500. Hardship withdrawals will be subject to the 10% nonperiodic income tax withholding rate unless you elect out of the withholding.

If you qualify, you may apply for a hardship withdrawal to satisfy the following needs: (1) medical expenses for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan; (2) the purchase of your principal residence; (3) to prevent your eviction from, or foreclosure on, your principal residence; (4) to pay for post-secondary education expenses (tuition, related educational fees, room and board) for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan for the next twelve months; (5) to make payments for burial or funeral expenses for your deceased parent, spouse, child, dependent or a primary beneficiary designated by you under the Plan; (6) to pay expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (without regard to whether the loss exceeds 10% of adjusted gross income); or any other immediate and heavy financial need as determined based on Internal Revenue Service regulations.

Contributions available to withdraw under the terms of this section are:

- Employee Deferral Contributions (including both pretax and Roth deferral contributions if available in the Participant's Account)
- Profit Sharing
- Match

### B. 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.

### C. Withdrawals After Age 70½

Starting in the calendar year in which you reach age 70½, you may elect to receive distributions calculated in the same manner as Required Minimum Distributions. For more information, please refer to the paragraph so entitled under the Distributable Events subsection of this SPD's section on Distribution of Benefits below.

### D. Withdrawals After Normal Retirement Age

You may elect to withdraw your vested Account balance after you reach the Plan's normal retirement age, 65.00, or delay it until you retire. Notwithstanding the above, by law certain contributions including employee deferral, qualified matching, safe harbor matching, qualified nonelective, and safe harbor nonelective contributions cannot be withdrawn prior to age 59½.

### E. Withdrawals of Rollover Contributions

If you have a balance in your rollover contributions Account, you may elect to withdraw all or a portion of it. There is no limit on the number of withdrawals of this type.

## **F. 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 during your 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 years after the end of your active duty period.

## **G. Active Military Distribution**

If you are performing Qualified Military Service for a period of greater than 30 days, you may elect to withdraw your Deferral Contributions, Qualified Matching Contributions and Qualified Nonelective Contributions during your active duty period. You will be suspended from making any contributions for 6 months following the distribution and the withdrawal may be subject to the 10% early withdrawal penalty tax.

## **H. Participant Loans**

Loans from your vested Account balance shall be made available to all qualifying Participants on a reasonably equivalent basis. 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 (attached at the end of this SPD).

# **VII. DISTRIBUTION OF BENEFITS**

## **A. Eligibility For Benefits**

A distribution can be made to you if you request one due to your retirement or termination of employment from your Employer and any Related Employer. 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.

You may defer receipt of your distribution until a later date. However, you cannot postpone it if your vested Account balance is \$5,000 or less in which case the Plan Administrator will direct the Trustee that any Account exceeding \$1,000 be distributed to an Individual Retirement Account or Annuity ("IRA") for your benefit. If your vested Account balance is \$1,000 or less, the Plan Administrator will direct the Trustee to distribute it to you as a lump sum distribution without your consent. Prior to such distribution you have the right to request that the amount be distributed directly to you as 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.

If you fail to request a different treatment of an automatic distribution under the Plan's Cash-Out Provision, your distribution will be paid over to an IRA provider chosen by the Plan Administrator and invested in a product designed to preserve the principal of that distribution while still providing a reasonable rate of return and preserving liquidity. The fees assessed against this newly established IRA by its provider will be paid by the participant.

If you have questions regarding the Plan's automatic rollover rules, the Plan's IRA provider for automatic rollovers, or the fees and expenses applicable to the automatic rollover IRA, please contact the Plan Administrator. Your consent will be required for any distribution if your vested Account balance is greater than \$5,000.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You may apply for a distribution by contacting Fidelity. Most distributions have been pre-approved by the Plan Administrator.

## **B. Distributable Events**

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

### **1. Death**

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. 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. Also, if you are a Participant in the Plan and die while performing Qualified Military Service, then your Account balance will become 100% vested. You may designate a Beneficiary or Beneficiaries online through the Fidelity website, however, if you are married and want to designate

someone other than your spouse as your primary Beneficiary, 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.

## **2. Disability**

If you meet the definition of Disability under the Plan while you are employed by your Employer or a Related Employer and then terminate your employment, you will become 100% vested in your Account balance if you are not already fully vested. You may request a distribution of your Account balance only if you terminate your employment with your Employer or Related Employer.

## **3. Retirement**

If you are an Employee of your Employer or a Related Employer at the time you attain your normal retirement age of 65.00, your Account balance will automatically become 100% vested.

## **4. Required Minimum Distributions**

You are required by law to receive a Required Minimum Distribution (RMD) from the Employer's Plan, unless you are a more than five percent owner of the Employer, no later than April 1 of the calendar year following the calendar year you turn 70½ or terminate your employment, whichever is later. If you are a more than five percent owner of the Employer, you must start receiving your distribution no later than April 1 of the calendar year following the calendar year you turn 70½. Once you start receiving your RMD, you should receive it at least annually until all assets in your Account are distributed. If you have any questions about your RMD, please contact the Plan Administrator.

## **5. Termination of Employment**

Generally, if you terminate your employment with your Employer and all Related Employers, you may elect to receive a distribution of your vested Account balance from the Plan.

# **C. Form of Payments**

## **1. Lump Sum Distributions**

Your entire vested Account balance will be paid to you in a single distribution or other distribution that you elect.

### **a. Non-rollover Distribution**

Any distribution 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. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution as described below. This withholding is not a penalty but a prepayment of your Federal income taxes.

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 with 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 or
- 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 qualified plan, if it accepts 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 qualified Plan until those amounts are later distributed to you. Any amounts not rolled over may also be subject to certain early withdrawal penalties prescribed under the Internal Revenue Code.

### **b. Direct Rollover Distribution**

You may request that your entire distribution be rolled directly into a Fidelity IRA, a non-Fidelity IRA or to your new employer's qualified plan if it accepts rollover contributions. Federal income taxes will not be withheld on any direct rollover distribution.

- (1) **Rollover to Fidelity IRA** - Once you have set up a Fidelity Rollover IRA account, you may request that your vested Account balance be transferred to that account.
- (2) **Rollover to Non-Fidelity IRA** - A check will be issued by the Trustee payable to the IRA custodian or trustee for your benefit. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the custodian or trustee.
- (3) **Rollover to your New Employer's Qualified Plan** - You should check with your new employer to determine if its plan will accept rollover contributions. If allowed, then a check will be issued by the Trustee payable to the trustee of your new employer's qualified plan. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the new trustee.

**c. Combination Non-rollover Distribution and Direct Rollover**

You may request that part of your distribution be paid directly to you and the balance rolled into an IRA, your new employer's retirement plan, or a 403(a) annuity.

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 qualified Plan. A 10% IRS premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another qualified plan. The 20% Federal income tax withheld under this section may not cover your entire income tax liability. 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.

## VIII. MISCELLANEOUS INFORMATION

### **A. 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.

### **B. 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 required by law. Your creditors may not attach, garnish or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse, or former spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account balance based on the court order. Participants and Beneficiaries can obtain, without a charge, a copy of QDRO procedures from the Plan Administrator.

### **C. Plan-to-Plan Transfer Of Assets**

The Plan Sponsor may direct the Trustee to transfer all or a portion of the assets in the Account of designated Participants to another plan or plans maintained by your Employer or other employers subject to certain restrictions. The plan receiving the Trust Funds must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, a Participant's vested Account balance may not be decreased as a result of the transfer to another plan.

### **D. Plan Amendment**

The Plan Sponsor reserves the authority to amend certain provisions of the Plan by taking the appropriate action. However, any amendment may not eliminate certain forms of benefits under the Plan or reduce the existing vested percentage of your Account balance derived from Employer contributions.

### **E. Plan Termination**

The Plan Sponsor has no legal or contractual obligation to make annual contributions to or to continue the Plan. The Plan Sponsor reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate, with the approval of the Board of Directors. In the event the Plan should terminate, each Participant affected by such termination



shall have a vested interest in his Account of 100 percent. The Plan Administrator will facilitate the distribution of Account balances in single lump sum payments to each Participant in accordance with Plan provisions until all assets have been distributed by the Trustee. Each Participant in the Plan upon Plan termination will automatically become 100% vested in his/her Account balance.

#### **F. Interpretation of Plan**

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the Plan document, existing laws and regulations and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited services, disability, and retirement, or to interpret any other term contained in Plan documents. The Plan Administrator's interpretations and determinations are binding on all Participants, Employees, former Employees, and their Beneficiaries.

#### **G. Electronic Delivery**

This SPD and other important Plan information may be delivered to you through electronic means. This SPD contains important information concerning the rights and benefits of your Plan. 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.

## **IX. INTERNAL REVENUE CODE TESTS**

#### **A. Non-Discrimination Tests**

The Plan must pass Internal Revenue Code non-discrimination tests as of the last day of each Plan Year to maintain a qualified Plan. These tests are intended to ensure that the amount of contributions under the Plan do not discriminate in favor of Highly Compensated Employees. In order to meet the tests, your Employer encourages participation from all eligible Employees. Depending upon the results of the tests, the Plan Administrator may have to refund Deferral Contributions contributed to the Plan and vested matching contributions to certain Highly Compensated Employees, as determined under Internal Revenue Service regulations. Deferral Contributions or matching contributions will be refunded to you from applicable investment options. You will be notified by the Plan Administrator if any of your contributions will be refunded to you.

In the event that the Plan Administrator distributes amounts attributable to excess Deferral Contributions to Highly Compensated Employees as a result of the non-discrimination test applicable to Deferral Contributions, a Highly Compensated Employee who made both pre-tax and Roth Deferral Contributions during the applicable year will first receive a return of amounts attributable to Pre-tax Deferral Contributions to the extent the Highly Compensated Employee made pre-tax Deferral Contributions during the applicable Plan Year. The remainder of any such distribution will come from amounts attributable to the Roth Deferral Contributions the Highly Compensated Employee made during the applicable Plan Year. The Plan may be subject to additional types of non-discrimination testing depending upon the benefits available under the Plan.

#### **B. Top Heavy Test**

The Plan may be subject to the Internal Revenue Code "top-heavy" test. In that circumstance, the Plan Administrator tests this Plan, together with any other Employer-sponsored qualified plans that cover one or more key employees, to ensure that no more than 60% of the benefits are for key employees. If this Plan is top-heavy, then your Employer may be required to make a minimum annual contribution on your behalf to this, or another Employer sponsored plan, if you are employed as of Plan Year-end. You will be vested for these contributions in accordance with the vesting shown for nonelective contributions within the Vesting section of this SPD.

## **X. PARTICIPANT RIGHTS**

### **A. Claims**

#### **1. Claims Procedures**

A plan participant or beneficiary may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact the Plan Administrator for more information. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. In the event the claim is denied, the Plan Administrator will disclose to you in writing 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 the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review. A different procedure applies for disability related claims:

If your claim concerns disability benefits under the Plan, the Plan Administrator must notify you in writing within 45 days after you have filed your claim in order to deny it. If special circumstances require an extension of time to process your claim, the Plan Administrator must notify you before the end of the 45-day period that your claim may take up to 30 days longer to process. If special circumstances still prevent the resolution of your claim, the Plan Administrator may then only take up to another 30 days after giving you notice before the end of the original 30-day extension. If the Plan Administrator gives you notice that you need to provide additional information regarding your claim, you must do so within 45 days of that notice.

#### **2. Review Procedures (For Appeal of an Adverse Benefit Determination)**

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim by filing a written request for review with the Plan Administrator. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. In the event the claim on review is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, and a statement of your right to bring a civil action under Section 502(a) of ERISA. A different procedure applies to the appeal of disability related claims:

If your initial claim was for disability benefits under the Plan and has been denied by the Plan Administrator, you have 180 days from the date you receive notice of your denial in which to appeal that decision. Your review will be handled completely independently of the findings and decision made regarding your initial claim and will be processed by an individual who is not a subordinate of the individual who denied your initial claim. If your claim requires medical judgment, the individual handling your appeal will consult with a medical professional who was not consulted regarding your initial claim and who is not a subordinate of anyone consulted regarding your initial claim and identify that medical professional to you. The Plan Administrator must notify you in writing within 45 days after you have filed your claim in order to deny it. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 45-day period. In no event shall such extension exceed a period of 45 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice

shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Plan Administrator shall provide you with written notification of a plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by you – the specific reason or reasons for the adverse determinations, reference to the specific plan provisions on which the benefit determination is based, a statement that you are entitled to receive, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

## **B. 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:

### **1. 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 SPD. 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 each year.
- 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.

### **2. Prudent Actions by 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, 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.

### **3. Enforce Your Rights**

Subject to the time limitation described below, 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. The Plan's agent for legal service of process in the event of a lawsuit is 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 frivolous.

#### 4. 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.

#### C. When to Bring an Action in Court

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

## XI. 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 sales charges, loads, commissions, 12b-1 fees, or management fees. Certain of these Investment fees may not apply depending upon the funds and share classes available in the Plan. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments available under your Plan. *Plan administration fees* cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and trustee 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 investment fees that are deducted directly from investment returns. In other cases, these administrative fees are either paid directly by your Employer, or are passed through to the participants in the Plan, in which case a recordkeeping fee will be deducted from your Account. *Transaction-based fees* are associated with 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, such as a Plan loan. For more information on fees associated with your Account, refer to your Account statement or speak with the Plan Administrator.

## **LOAN PROCEDURES FOR Shaddock Companies 401(k) Plan**

### **1. Loan Application**

You may apply for a loan by contacting Fidelity. Loans (except loans for the purchase of a principal residence) have been pre-approved by the Plan Administrator based on data supplied by the Plan Sponsor and the criteria outlined in these Loan Procedures. Loans will be allowed for any purpose. A loan set up fee of \$75.00 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. Up to 50% of your vested Account balance may be used as collateral for any loan.

### **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 a five year period unless it is for the purchase of your principal residence in which case the loan repayment period may not extend beyond 10 years 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 or Termination of Employment**

The Plan Administrator shall consider a loan in default if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially considered past due. In the event of a default or termination of employment, 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.



**Plan Name (i.e., “the Plan”):** Shaddock Companies 401(k) Plan

**Plan#:** 92926

### **Incoming Rollover Instructions**

“Rolling over” money into the Plan is a three-step process. Please follow these instructions to ensure that this process is completed in a timely and accurate manner. *Please Note:* Failure to follow these instructions may result in a delay in the processing of your request and may jeopardize your ability to roll over your distribution.

#### **Step 1. Request your distribution**

Request a direct rollover distribution from your previous eligible retirement plan. See the Incoming Rollover Contribution Application for a list of the types of plans or accounts from which rollovers may be made to your employer's plan. Please keep in mind that you can only rollover your Roth 401(k) or After-tax contributions into the plan if your plan allows for these types of rollovers. Check with your Benefits Department to see if these types of rollovers are allowed. There are two distribution check payable options:

##### **Option 1.**

The check can be made payable to Fidelity Investments Institutional Operations Company, Inc. (or FIIOC), for the benefit of (YOUR NAME). The check must be from the distributing trustee or custodian. (Personal checks are not acceptable.)

**Note:** This type of distribution avoids automatic income tax withholding. Also, it avoids the possible 10% early withdrawal penalty if you are under the age of 59 1/2.

##### **Option 2.**

If the distribution was originally made payable directly to you, you must send your rollover contribution to Fidelity via a certified check or money order only for the amount you are rolling over payable to FIIOC. (Personal checks are not acceptable.) **Note:** If your distribution is initially received as a check made payable to you, your rollover must be completed within 60 days of receipt of the distribution. Your previous administrator will be required to withhold income taxes. As a result, you will not be able to roll over 100% of your eligible distribution unless you have extra savings available to make up the amount withheld. You must also roll over that amount within 60 days of receipt of your distribution. If you do not make up the amount withheld, that amount will be considered a withdrawal from the previous program and the taxable portion will be subject to ordinary income taxes and possibly a 10% early withdrawal penalty.

*Fidelity does not accept wire transfers of funds. You must request a CHECK from your previous plan or IRA. The check should be mailed directly to you. Once you have received the check, please follow the directions in Step 2.*

## **Step 2. Initiate your rollover request**

Please log on to NetBenefits® at **www.401k.com** to initiate your request or complete the Incoming Rollover Contribution Application. Please be sure to complete all items, and sign the form if indicated.

Please Note: This rollover contribution will be invested based on the investment elections you have on file for rollover contributions to the Plan. If you have not previously made investment elections for your rollover contribution please log on to NetBenefits® at **www.401k.com** to do so. Otherwise, it will be invested based on your elections for elective deferral contributions. If you have not made investment elections for either rollover or deferral contributions, this amount will be invested in the Plan-designated default investment option. If you wish to make investment elections for your rollover contribution, please do so by contacting Fidelity Investments prior to submitting this form.

If you are not sure of the plan type that you are rolling out of, please contact your previous Plan Sponsor or IRA custodian for verification. Some plan types are not eligible for rollover.

You should make a copy of the check and the Incoming Rollover Contribution Application for your records.

## **Step 3. Mail the information**

Mail (1) the Incoming Rollover Contribution Application and (2) the check to:

### **FIRST CLASS MAIL WITH STAMP:**

Fidelity Investments Client Service Operations  
P.O. Box 770003 Cincinnati, OH 45277-0065

### **Overnight Address:**

Fidelity Investments  
Client Service Operations (KC1F-L)  
100 Crosby Parkway Covington, KY 41015

Please include all the information requested. Incomplete forms and the accompanying check will be returned to you and may jeopardize your ability to roll over your distribution.

Once your contribution is accepted into the Plan, you can log on to Fidelity NetBenefits® at **www.401k.com** to view your rollover contribution and investment election(s). Please allow at least seven business days for processing. If you have any questions about rollover contributions, call **1-800-835-5097**. Please be sure you have beneficiary information for the Plan on file.

Plan Name (i.e. the Plan): Shaddock Companies 401(k) Plan

Plan #: 92926

### Incoming Rollover Contribution Application

#### Section One: Participant Information (please print)

The following section must be completed entirely to ensure that your account is properly set up

Social Security #:    -   -

Hire Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Participant Name (first, MI, last): \_\_\_\_\_

Participant Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone (day): \_\_\_\_\_ Phone (evening): \_\_\_\_\_

#### Section Two: Rollover Contribution Information

##### Acceptable rollover funds

The Plan will accept taxable\* money from the following types of plans: 401(a) plans (e.g., 401(k)); 403(a) plans; governmental 457(b) plans; 403(b) plans (e.g., plans of tax-exempt organizations); conduit IRAs (rollover IRAs); non-conduit IRAs (traditional IRAs, Simplified Employee Pension plans (SEP-IRAs)) and "SIMPLE" IRA distributions made more than two years from the date you first participated in the SIMPLE IRA; distributions of taxable monies made to you as (1) a Spousal beneficiary from a current or former spouse from these types of plans, or (2) an alternate payee pursuant to a qualified domestic relations order (QDRO). In addition, the Plan will accept the following money types if indicated below: Roth 401(k), Roth 403(b), or Roth 457(b); After-tax contributions from 401(a) and 403(a) plans.

**\*Taxable money is defined as pretax contributions (employee and employer), earnings on pretax contributions, and taxable earnings on after-tax contributions from your previous employer's plan.**

**Please note:** Making rollover contributions to the Plan that consist of assets other than qualified 401(a), or 403(a) plan assets, or conduit IRA (rollover IRA) assets, may result in the loss of capital gains or 10-year income-averaging tax treatment associated with lump sum distributions from the Plan. If you may be eligible for this special tax treatment, you should consult your tax adviser and carefully consider the impact of making a rollover contribution to the Plan. Please talk to your tax adviser for additional information and review the special tax notice to determine if you're eligible.

##### Enclosed Contribution

\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Pre-tax Dollars
\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	After-tax dollars
\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	After-tax Contributions excluding earnings
\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Roth 401(k), 403(b) Government 457(b)
\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Roth 401(k), 403(b), Government 457(b) Contributions excluding earnings
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Date of First Roth 401(k), 403(b), Government 457(b) contribution



### Unacceptable rollover sources

The Plan cannot accept money from the following sources: rollovers from nonspousal beneficiary accounts, payments over a life expectancy or a period of 10 or more years, or mandatory age 70½ distributions. Also unacceptable are Roth IRAs, HSAs and Coverdell Education Savings Accounts (CESAs). In-kind distributions of employer stock are not acceptable; therefore, stock must be sold and the proceeds (including any appreciation realized through the date of distribution) may be rolled over.

### Section Three: Investment Elections

I direct Fidelity to invest my rollover contribution into my current investment mix applicable to rollover contributions. If I have not previously made investment elections for the rollover contribution it will be invested based on my elections for elective deferral contributions. If I have not selected an investment mix on my own via NetBenefits® or by telephone, I understand that this rollover contribution will be invested in the Plan's default investment option as directed by my employer.

### Section Four: Participant Certification

I authorize the investment election for this rollover and acknowledge that I have received information detailing my available investment options. I acknowledge that my rollover contribution will be invested in accordance with section three of this form.

I certify that this rollover amount is composed ONLY of money from acceptable sources listed under Section Two, and I have completed the information regarding the source of this money to the best of my knowledge. Also, if the distribution check was made payable to me, I understand that this rollover must be received and deposited to my account within 60 days of receipt of the distribution. I understand that, once invested, these monies will be subject to the terms that govern the Plan.

X

Signature of Employee

Date

**Application must be signed, or form and check will be returned to you.**

Please complete this application and return it with your rollover check.

For Fidelity Use Only



NIGO

Please provide the following optional information regarding the origin of this rollover: Plan Name: \_\_\_\_\_



401(k)



Governmental 457(b)



Conduit IRA (rollover IRA)



401(a)



Roth 401(a)/401(k)



Non-Conduit IRA



403(b)



Roth 403(b)



Governmental Roth 457(b)

Fidelity Investments Institutional Operations Company, Inc.

For more information about the 401(k) Plan, go to [www.401k.com](http://www.401k.com)