

**SUMMARY PLAN DESCRIPTION
FOR THE
ARENT FOX PROFIT-SHARING PLAN**

JANUARY 1, 2019

TABLE OF CONTENTS

	Page
I. FACTS YOU SHOULD KNOW ABOUT THE PLAN	1
II. INTRODUCTION.....	3
III. ELIGIBILITY AND PARTICIPATION.....	3
a. Who is eligible to participate in the Plan?	3
b. When am I eligible to participate in the Plan?	3
c. What is an eligibility year of service?	3
d. When do I become a participant?.....	3
e. What if I made an “Irrevocable Election” not to participate?	4
f. What if I terminate employment with Arent Fox and I am rehired at a later date?	4
IV. PLAN CONTRIBUTIONS.....	4
a. What can I contribute to the Plan?	4
b. What does Arent Fox contribute to the Plan?	4
c. Am I required to work a certain number of hours to receive the contribution from Arent Fox?	5
d. When will the contributions be made to the Plan?	5
e. What is the definition of Compensation for purposes of determining my contributions?	5
f. Can I rollover contributions from another plan or an IRA to this Plan?	6
g. What happens to amounts contributed to the Plan?	6
h. How are my accounts invested?	7
i. What are my investment choices under the Plan?	7
j. What are the fees and expenses under the Plan?	8
V. TIME AND FORM OF BENEFIT PAYMENT	8
a. When are benefits under the Plan paid?	8
b. What happens when I reach the Plan’s retirement age?	8
c. What do I receive when I retire?	8
d. What happens to my benefits if I become disabled?	9
e. What happens to my benefit upon my death?	9
f. What if I do not designate a beneficiary?	9
g. How are benefits paid?	9
h. Can I be forced to take a distribution?	10
i. When will my benefits be paid?.....	10
j. May I take a withdrawals while I am still employed by Arent Fox?	10
VI. BORROWING FROM YOUR ACCOUNTS	11
a. Can I borrow from my Plan accounts?	11
b. What is the maximum amount I can borrow?	11

TABLE OF CONTENTS
(continued)

	Page
c. Is there a minimum loan amount?.....	11
d. Is there a limit on the number of loans I can take from the Plan?	11
e. How do I apply for a loan?	11
f. Is there a processing fee?.....	11
g. What is the interest rate determined?.....	11
h. How do I repay the loan?.....	11
i. Is collateral for the loan required?	11
j. What happens if I terminate employment while my loan is still outstanding?	12
k. What if my loan goes into default?	12
l. Can I prepay my loan?.....	12
VII. APPLYING FOR YOUR BENEFITS	12
a. How do I request payment of my Plan benefits?	12
b. What if my claim for benefits is denied?.....	12
c. How do I appeal the Administrative Committee's decision?	13
VIII. TAX TREATMENT OF YOUR PLAN ACCOUNTS	13
a. What is the tax treatment of my Plan accounts?	13
b. Are there any excise taxes I should consider before requesting a distribution from the Plan?	13
c. Is there required withholding when I receive my Plan benefit?	13
d. What else should I consider?	13
IX. ADDITIONAL INFORMATION IS AVAILABLE	14
a. How can I get additional information about the Plan?	14
X. WHAT ELSE YOU NEED TO KNOW	14
a. Can I lose any of my accounts?	14
b. Can my accounts be assigned?	14
c. What is a Qualified Domestic Relations Order?	14
d. What if I am on a leave of absence due to military or governmental service?	15
e. Are there government regulations that may impact my contributions or benefits under the Plan?	15
g. What happens if the Plan is discontinued?	15
XI. FORMAL STATEMENT OF ERISA RIGHTS	15

I. FACTS YOU SHOULD KNOW ABOUT THE PLAN

Name of Plan:	Arent Fox Profit-Sharing Plan
Sponsor:	Arent Fox LLP, 1717 K Street, N.W., Washington, D.C. 20006-5344; (202) 857-6000
Employer Identification Number:	53-0214923
Plan Number:	009 (This number is for government reporting purposes only)
Type of Plan:	Profit sharing plan (which is a type of defined contribution plan)
Type of Administration:	The Administrative Committee is responsible for administration of the Plan
Administrative Committee:	The Administrative Committee is currently composed of the following individuals: Chair, Administrative Committee (William Charyk), one additional Partner appointed by the Chair, Administrative Committee (Quana Jew), Chief Human Resources Officer (Jennifer Halliday) and Benefits & Retirement Manager (Steven Coffin). Any questions you may have regarding the administration of the Plan should be addressed to the Administrative Committee at the address of Arent Fox provided above. The Chair, Administrative Committee shall be the "named fiduciary," as defined in ERISA, with respect to the management, operation and administration of the Plan.
Plan Administrator:	The Plan is administered by the Administrative Committee. However, the Administrative Committee may employ a qualified third party to administer the day to day functioning of the Plan. As of the date of this Summary Plan Description, the third party administering the Plan is Prudential Retirement. The telephone number for Prudential Retirement is 877-778-2100. The identification number that Prudential Retirement has assigned the Plan is 763967.
Trustee:	Prudential Bank & Trust. The Trustee's principal place of business is 280 Trumbull St, Hartford CT 06103. The Trustee's telephone number is 800-840-5452.
Agent for Service of Legal Process:	The Sponsor is designated as agent for service of legal process at the above address. The Trustee is also authorized to receive legal process.
Effective Date:	The Plan was first established July 1, 2004. This summary describes the Plan in effect January 1, 2019.
Plan Year:	January 1 to December 31
Valuation Dates:	Each business day of the Plan Year that accounts may be valued and

distributions made.

**Telephone Number for
Prudential Retirement:**

877-778-2100

**Web Site for Prudential
Retirement:**

www.prudential.com/online/retirement

II. INTRODUCTION

This Summary Plan Description has been prepared to give you a general understanding of the Arent Fox Profit-Sharing Plan (the “Plan”), as of January 1, 2019. In the event there should be any difference between the actual Plan document and the Summary Plan Description set forth herein, the actual Plan document would apply.

This Plan was created for your benefit, and you should feel free to contact a member of the Administrative Committee in the event you have any questions.

III. ELIGIBILITY AND PARTICIPATION

a. Who is eligible to participate in the Plan? Subject to the restrictions below, you are eligible to participate in the Plan if you are an employee or a Partner of Arent Fox.

The following employees are not eligible to participate in the Plan:

- a practicing lawyer performing legal services for Arent Fox as a licensed attorney, including an employee who is classified as an associate and has been promoted to counsel and an employee who joins Arent Fox as counsel;
- individuals not classified as common law employees by Arent Fox, even if such individuals are subsequently reclassified as common law employees by the Internal Revenue Service (IRS) or any other entity for employment tax purposes; or
- any timekeeper who constitutes a patent agent, or a regulatory director, advisor or analyst.

b. When am I eligible to participate in the Plan? You are eligible to participate in the Plan on the January 1 or July 1 which coincides with, or immediately follows, your completion of two eligibility years of service. You must have attained age 21 and be employed by Arent Fox or be a Partner of Arent Fox on that date in order to become a participant in the Plan.

There is a special eligibility rule that applies to certain lateral Partners. If you are a lateral Partner, the Benefits Office will notify you if the special rule applies to you.

c. What is an eligibility year of service? An “eligibility year of service” is a 12-consecutive month period (starting on the date on which you begin work for Arent Fox and on each anniversary of that date) during which you complete 1,000 or more Hours of Service. Your service with Posternak Blankstein & Lund LLP, prior to its merger into Arent Fox will be counted as Hours of Service.

You will be credited with an Hour of Service for each hour of work for which you are paid by Arent Fox. In addition, you will receive credit (up to a maximum of 501 Hours of Service for any single continuous period of absence) for periods during which you are paid but do not work, such as holidays, vacation, illness or during a medical leave of absence.

d. When do I become a participant? If you are eligible to participate in the Plan, you will automatically become a participant on the date you become eligible. Immediately prior to your becoming eligible, you will be directed to the Prudential Retirement website at www.prudential.com/online/retirement to:

- designate a beneficiary to receive any benefits which may be payable under the Plan in the event of your death;

- designate the manner in which your accounts in the Plan are to be invested among the various investment funds available under the Plan; and
- set your preferences for receiving plan notifications – e.g., statements, etc.

e. What if I made an “Irrevocable Election” not to participate? If you are a Partner of Arent Fox and, at the time you first become eligible to participate in any qualified retirement plan maintained by Arent Fox, you made a one-time irrevocable election not to participate in the Plan or any other non-401(k) retirement plan, then you will not become a participant in the Plan or any other non-401(k) retirement plan maintained by Arent Fox when you complete the eligibility requirements for participation in the Plan or at any time thereafter.

f. What if I terminate employment with Arent Fox and I am rehired at a later date? If you terminate your service with Arent Fox after you become a participant in the Plan and you are subsequently rehired by Arent Fox as an eligible employee or are subsequently readmitted as a Partner of Arent Fox, you will again be eligible to share in the allocations of the contributions made by Arent Fox under the Plan effective as of the date of your rehire.

IV. PLAN CONTRIBUTIONS

a. What can I contribute to the Plan? You are not permitted to make contributions to the Plan.

b. What does Arent Fox contribute to the Plan? Each Plan Year, Arent Fox will make a contribution to the Plan on behalf of each eligible individual and eligible Partner who is a participant in the Plan and completes 1,000 or more Hours of Service during the Plan Year.

Eligible Employees: Arent Fox will make a contribution to the Plan on behalf of each eligible employee who is a participant in the Plan equal to the sum of:

- 7.5% of the participant’s Compensation for such Plan Year up to the Social Security Taxable Wage Base for such Plan Year; plus
- an additional 13.2% of the participant’s Compensation in excess of the Social Security Taxable Wage Base for the Plan Year.

The Social Security Taxable Wage Base will change from year to year. In 2019 the Social Security Taxable Wage Base is \$132,900.

Eligible Partners: Arent Fox will make a contribution to the Plan on behalf of each eligible Partner who is a participant in the Plan equal to the difference between:

- the annual maximum annual addition (\$56,000 in 2019); and
- the annual maximum permissible salary deferral contribution (\$19,000 in 2019) without regard to any catch-up contributions.

For 2019, the amount of Arent Fox’s contribution on behalf of each eligible Partner will be \$37,000. In future years, the contribution amount shall be adjusted in accordance with the maximum limits set by the IRS. The amount of the contribution for eligible Partners shall be announced each year.

An eligible Partner will accrue a contribution each month of a Plan Year that such eligible Partner performs at least one Hour of Service with Arent Fox during such Plan Year. If an

eligible Partner does not perform at least one Hour of Service with Arent Fox in one or more months of a Plan Year, his or her annual contribution will be adjusted to reflect the number of months in which the eligible Partner did perform at least one Hour of Service by using a fraction, with the numerator equal to the number of months the eligible Partner performed at least one Hour of Service and twelve as the denominator. Such fraction shall be multiplied by the amount of Arent Fox's contribution for the Plan Year. For example, in 2019, an eligible Partner who performs at least one Hour of Service from January to September, will receive a 9/12 contribution for 2019, or a contribution of \$27,750.

Certain eligible Partners will be subject to a special contribution rule.

- An eligible Partner with 15 units or less will receive a Company contribution of \$15,000 (subject to any applicable IRS limits); and
- An eligible Partner who is age 40 or younger as of the first day of a Plan Year will receive a Company contribution of \$25,000 (subject to any applicable IRS limits).

A part-time Partner will receive a pro rata contribution based on a percentage equal to such Partner's work schedule. For example, in 2019, a part-time Partner who works an 80% schedule will receive a contribution that is equal to 80% of \$37,000, or \$29,500.

c. Am I required to work a certain number of hours to receive the contribution from Arent Fox? Yes. You will be eligible to receive a share of Arent Fox's contributions to the Plan for the Plan Year if you were a participant in the Plan during the Plan Year and you completed 1,000 or more Hours of Service during the Plan Year. If you were a participant in the Plan during the Plan Year but you did not complete 1,000 or more Hours of Service during the Plan Year, you will not be entitled to receive a share of Arent Fox's contribution to the Plan for that Plan Year.

If you are a lateral Partner, a different rule may apply to you. You will be notified by the Benefits Office if the rule applies to you.

d. When will the contributions be made to the Plan? Arent Fox will make its contributions to the Plan for a Plan Year no later than the last day (including extensions) by which it must file its federal income tax return for its fiscal year ending on, or immediately after, the last day of the Plan Year.

Arent Fox may, as a practice, make contributions as often as monthly. In that event, the contributions which Arent Fox makes to the Plan on your behalf during the current Plan Year will be designated as "contingent contributions," meaning that your receipt of an allocation of those contributions will be contingent upon your completing 1,000 Hours of Service during the current Plan Year. If you do not complete at least 1,000 Hours of Service during the current Plan Year, you will forfeit the "contingent contributions" which Arent Fox makes to the Plan on your behalf during the current Plan Year.

e. What is the definition of Compensation for purposes of determining my contributions? If you are an employee of Arent Fox, your Compensation is:

- the total amount of wages subject to federal income tax withholding paid to you by Arent Fox during the portion of the Plan Year in which you are a participant in the Plan; plus
- any salary reduction contributions you make during the portion of the Plan Year in which you are a participant in the Plan under a qualified salary reduction plan (such as health

and dental pre-tax contributions or pre-tax contributions made to the Arent Fox 401(k) Plan).

If you are a Partner of Arent Fox, your Compensation is the net earnings from self-employment received by you as a Partner of Arent Fox for the portion of the Plan Year in which you are a participant in a Plan, but computed after deducting any contributions made on your behalf to the Plan or to any other qualified retirement plans maintained by Arent Fox and after excluding any deduction allowed you under Section 164(f) of the Internal Revenue Code.

The aggregate amount of Compensation that may be considered for purposes of the Plan is limited by IRS rules. For 2019 this limit is \$280,000.

f. Can I rollover contributions from another plan or an IRA to this Plan? If you are a participant in the Plan, you may make a written request to the Plan to accept a rollover contribution. A rollover contribution is tax-qualified, pre-tax money from a rollover/conduit individual retirement account, from a traditional IRA, or from another tax-qualified retirement plan made by you and accepted by the Plan on your behalf.

If you wish to make a rollover contribution, you will be asked to complete an enrollment form and provide written documentation verifying that the amount which you are requesting to rollover meets legal requirements.

Contact the Benefits Office if you wish to make a rollover contribution to the Plan. Any rollover contributions which you make to the Plan will be held in a separate Rollover Account in your name.

g. What happens to amounts contributed to the Plan? All of the contributions made to the Plan are paid to the Trust. The Trust is maintained and administered by the Trustee. All amounts in the Trust attributable to the Plan are held for the exclusive benefit of the participants in the Plan and their beneficiaries.

If you are a participant in the Plan, you may have up to three accounts in the Plan, consisting of:

- a Company Contribution Account containing the contributions made by Arent Fox to the Plan on your behalf (plus the earnings on those contributions);
- a Rollover Account containing any rollover contributions you made to the Plan (plus the earnings on those contributions); and
- a Transferred Account. If you were a participant in the Arent Fox Pension Plan No. 1 or the Arent Fox Pension Plan No. 2, when those plans terminated, your accounts were transferred to this Plan and are held for you in this Plan in your "Transferred Account". Your Transferred Account is adjusted for withdrawals, distributions, and investment gains and losses. Your Transferred Account is subject to a special set of rules that are noted throughout this document.

For purposes of the statement of your accounts in the Plan provided to you from time to time, your Company Contribution Account may be reported as two separate subaccounts — a "contingent contributions" subaccount and an "accumulated contributions" subaccount.

Your "contingent contributions" subaccount will reflect any contributions made by Arent Fox to the Plan on your behalf for the then-current Plan Year (plus earnings on those contributions). If you have completed 1,000 Hours of Service during the then-current Plan Year, your "contingent contributions" subaccount (plus earnings on those contributions) will be moved to your

“accumulated contributions” subaccount as soon as administratively possible after the end of such Plan Year. You are not entitled to any amount in your “contingent contributions” subaccount in the Plan until you have completed 1,000 Hours of Service during the then-current Plan Year.

Your “accumulated contributions” subaccount will reflect any contributions made by Arent Fox to the Plan on your behalf for prior Plan Years (plus earnings on those contributions) in which you have completed 1,000 Hours of Service during that Plan Year (plus earnings on those contributions).

With the exception of your “contingent contributions” subaccount(s) (if any), your accounts in the Plan are fully vested at all times.

h. How are my accounts invested? You make the choice as to how to direct the investment of your accounts among the various investment options made available by the Administrative Committee. If you do not elect to direct the investment of your accounts, the Administrative Committee will invest your accounts for you in a default investment. As of January 19, 2017, the default investment (also known as the QDIA) is the Vanguard Balanced Index I.

The Plan is intended to meet the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended, so that the fiduciaries of the Plan are relieved of liability for any losses which are the direct and necessary result of investment instructions given by you or your beneficiary.

i. What are my investment choices under the Plan? The Plan offers you a wide selection of investment funds for your accounts. The Plan’s investments are professionally managed funds selected to cover a wide range of the investment risk and reward spectrum. They provide you with the ability to tailor an investment portfolio that fits into your individual financial plan. You will receive detailed information about the current investment options at or about the same time you receive your other enrollment material. You will also receive updated descriptions and performance results of the investment options on a quarterly basis.

The Administrative Committee has retained an investment manager. The investment manager is responsible for selecting, monitoring, removing and replacing the Plan’s investment funds available for investment by the Plan’s participants and beneficiaries. The investment manager has full fiduciary responsibility for its investment decisions, subject to the terms of the applicable Plan documents. The Administrative Committee is relieved of all fiduciary responsibility for the investment decisions made by the investment manager. However, the Administrative Committee has a continuing responsibility to monitor whether it is reasonable to continue the appointment of the investment manager.

You may choose to invest the total amount in your accounts in any one fund, or you may split up your investment among the various funds provided that your selections are in whole percentages. Your investment results will depend on the options you choose.

You may change the way in which your accounts are invested among these investment funds and the way in which any new contributions to your accounts will be invested among the investment funds at any time by calling the Retirement Plan Service Provider or visiting the Prudential Retirement website.

From time to time, the Administrative Committee may change the investment funds available under the Plan or may change the rules regarding the manner and frequency with which you may change your investment mix under the Plan.

Your accounts will be valued on a daily basis to reflect the earnings or losses of the various investment funds in which you have elected to invest your accounts. Any investment results credited to your accounts accumulate on a tax-deferred basis and are taxed only when they are distributed to you.

It is important to note that the Benefits Office is not allowed to assist you in making your investment selections.

j. What are the fees and expenses under the Plan? Accounts in the Plan are subject to fees and expenses as part of normal operations. In some cases, there is a specific fee that you will need to pay in order to take advantage of a specific Plan provision like a loan, for example. In other cases, there may be a Plan expense that all accounts will individually pay a proportion thereof. These expenses may include administrative fees charged by the record keeper, investment management fees, legal fees other administrative expenses incurred as part of normal Plan operations. Each year, the Plan Administrator distributes a Summary Annual Report to each participant in the Plan. The total fees paid by the Plan are disclosed in the Summary Annual Report. More information on fees and expenses for the Plan's investments may be found in the Fund Summaries, available on the Prudential Retirement website.

V. TIME AND FORM OF BENEFIT PAYMENT

a. When are benefits under the Plan paid? You will be paid as soon as administratively possible following your retirement, death, disability, or other termination of employment. If your vested accounts have a value of more than \$5,000 you (or your beneficiary in the case of death) may leave your accounts in the Plan until you choose to withdraw them. You may request payment at any time after you terminate employment.

However, the distribution of your benefits under the Plan will begin no later than the later of (i) April 1 of the calendar year following the calendar year in which you attain age 70½, or (ii) April 1 of the calendar year following the calendar year in which you terminate employment with Arent Fox.

b. What happens when I reach the Plan's retirement age? Your retirement age under the Plan is age 60. When you reach age 60, you may elect to receive a distribution of all or any portion of your accounts in the Plan at any time and from time to time. You may elect such distribution even if you are still employed by, or a Partner with Arent Fox. You may also elect such distribution if you are no longer employed by, or a Partner with Arent Fox. To apply for such a distribution, you may obtain a copy of the applicable election form by calling the Retirement Plan Service Provider or visiting the Prudential Retirement website.

Of course, you are not required to retire from Arent Fox when you reach age 60. If you continue to work for Arent Fox after you reach age 60, you will continue to share in the allocations of the contributions made by Arent Fox under the Plan for each Plan Year in which you complete at least 1,000 Hours of Service.

c. What do I receive when I retire? When you retire, you may elect to receive the total vested amount in your accounts in the Plan.

d. What happens to my benefits if I become disabled? If you are determined to be disabled, you may elect to receive the total vested amount in your accounts in the Plan. You will be considered to be disabled if you are eligible for benefits under the long-term disability plan sponsored by Arent Fox. In the event you do not participate in the long-term disability plan sponsored by Arent Fox, you will be considered disabled if you would be eligible for total and permanent disability benefits under the Social Security Act in effect at the time of your incapacity.

e. What happens to my benefit upon my death? Upon your death, your beneficiary will be paid the total amount in your accounts in the Plan.

You may designate one or more beneficiaries at any time by entering the required information on the Prudential Retirement website or delivering a written and signed designation available on FoxNet under Administrative Services/Human Resources/Retirement Benefits/Profits Sharing Beneficiary Form to the Benefits Office. However, if you are married at the time of your death, your surviving spouse will be your beneficiary unless your spouse waived this right. Your spouse may waive the right to receive these benefits by signing a notarized statement waiving this right and consenting to the alternative beneficiary you name. You must file this notarized statement with the Benefits Office.

A different rule applies to your Transferred Account. If you are married and have a Transferred Account, upon your death one-half of your Transferred Account balance will ordinarily be used to purchase an annuity to provide equal monthly payments to your spouse for your spouse's lifetime. You may elect to waive the annuity form of payment and/or the selection of your spouse as your beneficiary, provided that you follow the spousal waiver procedures explained above.

To the extent that you effectively waive the annuity death benefit for your spouse, or to the extent your Transferred Account is not applied to purchase an annuity for your spouse, or if you have a Transferred Account, but you are not married on the date of your death, you are entitled to designate one or more beneficiaries to receive the value of your Transferred Account in the event of death prior to full distribution of your Transferred Account, and to change or revoke any beneficiary designation. See above for beneficiary designation options.

Because the Plan Administrator must follow the instructions of your last designation on file, it is important for you to review your beneficiary designation periodically, and especially if your family situation changes (for example, you get married or divorced) to determine if changes are necessary to reflect your wishes.

f. What if I do not designate a beneficiary? If you fail to designate a beneficiary or if no designated beneficiary survives you, you will be deemed to have designated the following beneficiaries (if then living) in the following order of priority: (1) your spouse, (2) your children, including adopted children and stepchildren, in equal shares, (3) your parents, in equal shares, and (4) your estate.

g. How are benefits paid? It depends on whether your benefits are being paid from the Company Contribution Account and Rollover Account, or your Transferred Account.

You may elect to receive the benefits attributable to your Company Contribution Account and your Rollover Account from one of the following options:

- Benefits may be paid in **installments over a pre-determined period of time.**
- Benefits may be paid by **partial distributions** withdrawn by you from time to time.

- Benefits may be paid in cash in a **single lump sum distribution**.

Benefits in your Transferred Account will be paid as follows.

- If you are not married when the distribution of your benefits is due to begin, your benefits will be paid in the form of a monthly annuity for your life unless you elect otherwise.
- If you are married when the distribution of your benefits is due to begin, your benefits will be paid in the form of a qualified joint and survivor annuity. Under this form of payment, you will receive monthly payments over your lifetime. If your spouse survives you, your spouse will continue to receive a lifetime monthly payment equal to one-half the amount paid to you during your lifetime.
- In lieu of the two forms of payment explained above, you may elect a single lump sum cash payment or installment payment. In order to receive a cash lump sum payment or installment payments, you must sign a form waiving entitlement to the annuity form of payment. If you are married, your spouse must also sign the form.

By law, you may have the right to elect to have some or all of your distributions from the Plan transferred directly to another qualified retirement plan or to an IRA. You will receive additional information in this regard prior to receiving any distributions from the Plan.

h. Can I be forced to take a distribution? If the total amount of your accounts in the Plan does not exceed \$5,000 on the date of distribution, your benefits will be distributed to you. You may elect a lump sum payment distributed directly to you or payment in the form of a direct rollover to an eligible retirement plan (including an IRA). If you do not elect a lump sum payment or direct rollover and the total amount in your accounts in the Plan is between \$1,001 and \$5,000 on the date of distribution, the Administrative Committee will transfer your benefits to an IRA set up on your behalf. You will be provided with the necessary information to contact the institution that is holding your IRA. If the total amount in your accounts in the Plan is \$1,000 or less on the date of distribution and you do not make an election, your accounts will be distributed to you in the form of a single lump sum payment and the applicable taxes will be withheld. The total amount of your accounts will be determined without regard to that portion of your account balance that is attributable to Rollover Contributions.

If your accounts in the Plan are more than \$5,000 and you do not affirmatively elect to take a distribution, your accounts will remain in the Plan until you request a distribution or the Plan is required to distribute your accounts to you.

i. When will my benefits be paid? If you retire, become disabled or otherwise terminate employment, the distribution of your benefits under the Plan will be made or will begin as soon as administratively feasible and legally permissible after your election to receive payment of your benefits.

j. May I take a withdrawals while I am still employed by Arent Fox? If you are age 60 or older, you may elect to receive a distribution of all or any portion of your accounts in the Plan at any time and from time to time, whether you are still employed by or have terminated your employment with Arent Fox. To apply for such a distribution, you may obtain a copy of the applicable election form by calling the Retirement Plan Service Provider or visiting the Prudential Retirement website.

VI. BORROWING FROM YOUR ACCOUNTS

a. Can I borrow from my Plan accounts? Recognizing that emergencies may arise during your active working career, the Plan has a loan provision. The loan provision will be administered by the Administrative Committee in compliance with federal guidelines. The Administrative Committee has delegated the administration of the Plan's loan provision to the Retirement Plan Service Provider, Prudential Retirement.

You are strongly urged to exercise careful judgment when determining whether your circumstances are appropriate for obtaining a loan.

b. What is the maximum amount I can borrow? The maximum loan amount you may request from the Plan, when added to the highest balance of all of your outstanding Arent Fox retirement plan loans during the preceding 12 months, may not exceed the lesser of:

- 50% of the vested amount in the Plan and in all other qualified retirement plans maintained by Arent Fox; or
- \$50,000.

The Retirement Plan Service Provider, Prudential Retirement, will assist you in determining the maximum loan amount available to you under the Plan. You may visit the Prudential Retirement website to model a loan.

c. Is there a minimum loan amount? Yes. The minimum amount of a loan you may request from the Plan is \$1,000.

d. Is there a limit on the number of loans I can take from the Plan? Yes. You may not receive more than one loan from the Plan during any 12-month period. In addition, you may not have more than two loans outstanding at any given time from all Arent Fox retirement plans.

e. How do I apply for a loan? To apply for a loan, you may obtain a loan application form by calling the Retirement Plan Service Provider, Prudential Retirement at 877-778-2100 or by visiting the Prudential Retirement website.

f. Is there a processing fee? You will be charged a one-time \$95.00 fee for the processing of a loan from the Plan.

g. What is the interest rate determined? The interest rate is the prime rate of interest, plus two percent. The prime rate of interest is the rate published in *The Wall Street Journal* on the first day of the quarter prior to the date the loan is approved. The interest rate on a loan from the Plan may also be found on the Prudential Retirement website.

h. How do I repay the loan? Loan repayments will be made through payroll deductions. With the exception of a loan used to help purchase a principal residence, all loans must have a repayment schedule of five years or less.

i. Is collateral for the loan required? A portion of your accounts equal to the amount of the loan will serve as collateral for your loan from the Plan. You will not be able to invest that portion of your accounts among the various investment funds during the period that portion of your accounts is securing the loan. However, the interest which you pay on the loan will be added to your accounts in the Plan.

j. What happens if I terminate employment while my loan is still outstanding? Any event which results in your no longer being on the payroll of Arent Fox will accelerate the repayment schedule of the loan, with the balance being due no later than 90 days after the date you are no longer on the payroll of Arent Fox. If the loan is not paid in full at that time, the loan will be considered to be in default, and will be subject to applicable taxes and penalties. The IRS will be notified that you received a distribution from the Plan and you will receive a 1099-R the following January for you to use in your tax filing.

Alternately, you may continue to pay any outstanding loan payments directly to Prudential Retirement. Please contact Prudential Retirement at 877-778-2100 if you wish to enroll in this option. If you enroll in this option and take a distribution from your Plan accounts while you are paying back your loan, your loan will be defaulted and subject to applicable taxes and penalties discussed herein.

k. What if my loan goes into default? If you fail to make payments when they are due under the terms of the loan, you will be considered to be "in default." Your loan will be in default if any scheduled loan repayment is not made by the last day of the calendar quarter following the calendar quarter in which the missed payment was due. The Plan would then have authority to take all reasonable actions to collect the balance owed on the loan. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan and could be considered taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan.

If a loan goes into default, for tax purposes you will be deemed to have received a distribution from the Plan equal to the amount of the loan. This distribution will then be subject to federal and, if applicable, state and local income taxes and may be subject to an additional 10% federal excise tax if you are under age 59½ when this deemed distribution occurs.

Please note that the Plan is designed to provide a supplement to your retirement income. Therefore, before you apply for a loan from the Plan, consider other loan sources so as not to place your retirement funds at risk.

l. Can I prepay my loan? Yes. You may pre-pay any loan in part or in full prior to the date your loan becomes due and payable.

VII. APPLYING FOR YOUR BENEFITS

a. How do I request payment of my Plan benefits? You are not required to file a formal claim for your benefits under the Plan. However, any claim for benefits under the Plan which you or your beneficiary wish to make should be submitted to the Retirement Plan Service Provider by calling the Retirement Plan Service Provider or visiting the Prudential Retirement website. Your request will be treated as a claim for your Plan benefits and the Plan Administrator (or its delegate) will decide if you are entitled to a benefit.

b. What if my claim for benefits is denied? The Plan has a claims review procedure that protects your rights and the rights of your beneficiaries. If you feel you are entitled to benefits under the Plan that you are not receiving, you may file a written claim with Benefits Office or the Administrative Committee. The claim will be considered by the Administrative Committee. If all or a part of your claim is denied, you will receive a written notification within 90 days of the date your claim is received. The notification will include: (i) the reason for the denial, (ii) references to the Plan provisions on which the denial is based, (iii) a description of any additional

information that is needed to support your claim, and why it is needed, and (iv) an explanation of how you can request a review of your claim.

In some cases, it may take up to 90 extra days to review your claim application. If so, you will be notified of the reason for the delay; however, any extension will not go beyond 180 days from the date your claim was first received.

c. How do I appeal the Administrative Committee's decision? You have 60 days from the denial date, or if the Administrative Committee fails to notify you of its decision, 60 days following the close of the 90 day period referenced above to appeal the decision. As part of the appeal process, you may look at or receive copies of Plan documents and present issues and comments in writing. You will receive a written response to your appeal within 60 days of receipt of your request. The written response will either inform you of the decision, or provide you with notice that it may take up to 60 additional days to reach a decision.

The decisions of the Administrative Committee are final and binding. Keep in mind that until your appeal rights outlined in this section have been exercised to recover any Plan benefits denied in whole or in part, you cannot bring legal action against the Plan or Arent Fox to try to recover those benefits.

If the Administrative Committee denies your claim for benefits, in whole or in part, you may file suit in a state or federal court. Any suit filed in state or federal court must be filed within one year of the date of the Administrative Committee's final decision to deny your claim for benefits, and review and, if filed in federal court, must be filed in the United States District Court for the District of Columbia.

VIII. TAX TREATMENT OF YOUR PLAN ACCOUNTS

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

b. Are there any excise taxes I should consider before requesting a distribution from the Plan? If you receive a distribution from the Plan, you may be required by the IRS to pay an additional 10% excise tax on the distribution. The 10% excise tax will not apply, however, if you terminate employment after reaching age 55, if you reach age 59½, if you die or if you become disabled. This additional tax can be avoided by rolling over your distribution into an IRA or another qualified retirement plan. There are other exceptions to this additional income tax so please consult your tax advisor to see if any of the exceptions apply to you.

c. Is there required withholding when I receive my Plan benefit? Any payments you receive will be subject to withholding for federal income taxes at the rate of 20%. The only way to avoid this withholding is to directly roll over your payments to an IRA or to another qualified plan. You will be given the opportunity to make a direct rollover when you make your distribution election.

d. What else should I consider? The method of payment you elect might be affected by your personal tax situation. Certain tax advantages may be available to you, so it is a good idea

to talk with your tax advisor. He or she can explain the alternatives available and the taxes involved in each so that you can get the most from your accounts.

IX. ADDITIONAL INFORMATION IS AVAILABLE

a. How can I get additional information about the Plan? Arent Fox files an annual financial report on the Plan with the IRS. Each year you maintain one or more accounts in the Plan, you will receive a Summary Annual Report, which summarizes the information contained in the financial report. You may examine copies of the legal documents and the most recent annual report. These are available in the Benefits Office during normal business hours. You may obtain a copy of any of these documents by writing to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies. The Plan Administrator will make every effort to provide any requested documents to you as soon after your request as possible. If for some reason beyond the control of the Plan Administrator this material cannot be provided within 30 days of your request, they will let you know when you can expect to receive it. You may obtain a statement from the Plan Administrator indicating if your accounts are vested (that is, whether or not they can be taken away from you if you quit or are discharged). If your accounts are not yet vested, the statement will indicate the date your account will become vested. You may request this statement in writing. However, you cannot make more than one request during a year.

X. WHAT ELSE YOU NEED TO KNOW

a. Can I lose any of my accounts? Contributions are made to the Plan solely to provide benefits for the participants and their beneficiaries. However, there are ways in which you can lose part or all of your accounts.

You can lose part or all of the value of your accounts if the value of the investments in the Trust falls below the price paid for them.

You can lose your accounts if the Plan Administrator is unable to locate you when it comes time to make payments to you. Therefore always be sure the Plan Administrator has your most current address on file.

b. Can my accounts be assigned? You may not assign the amount in your accounts to Arent Fox or any other person to pay a debt. In addition, it cannot be used to satisfy the claims of your creditors. Once you receive your money you can use it any way you wish, and it may become subject to the claims of your creditors.

c. What is a Qualified Domestic Relations Order? There is an exception to the above anti-assignment rule. A state court can issue a Qualified Domestic Relations Order (QDRO) that would require that payment of a part or all of your accounts be made to your spouse, former spouse, children, or other dependents. The Plan must comply with these court orders, and any such payment will not violate the rule of non-assignability of benefits. The Plan Administrator may be required to make distributions while you're still working. The Plan Administrator has no discretion in these matters.

A QDRO is a court approved property settlement agreement, a court order or a decree which recognizes an alternate payee's right to receive all or a portion of your benefits under the Plan. The "alternate payee" could be your spouse, a former spouse, a child or other dependent. A

QDRO will not alter the amount or form of your benefits under the Plan, but may allow payment of some or all of your benefits to the alternate payee.

Each domestic relations order attempting to attach assets in an ERISA plan must meet certain qualification requirements. All QDROs are reviewed to determine whether they are qualified under ERISA. If you would like additional information on this subject and procedures, please contact the Benefits Office.

d. What if I am on a leave of absence due to military or governmental service? If you are on an approved leave of absence because of a national emergency requiring governmental or military service, you may have special rights. Contact the Plan Administrator for more details.

e. Are there government regulations that may impact my contributions or benefits under the Plan? There are various governmental regulations which govern contributions to retirement plans. Each year, the Plan is tested to ensure that it is in compliance with these regulations. If the occasion arises that specific action must be taken to keep the Plan in compliance with those regulations, Arent Fox will take such action.

Limitations on contributions: The total amount of the contributions allocated to your accounts under the Plan and under all other defined contribution plans maintained by Arent Fox (such as the Arent Fox 401(k) Plan) in any Plan Year may not exceed the lesser of:

- the annual IRS limit, or
- 100% of your Compensation for the Plan Year.

The IRS limit is subject to change. For 2019 the limit is \$56,000. Note that earnings from Plan investments do not count toward this limit.

Top-heavy testing: If the Plan becomes top-heavy, Arent Fox may be required to make a prescribed minimum contribution on behalf of certain participants in the Plan. The Plan will be considered to be “top-heavy” if more than 60% of the Plan assets are allocated to the accounts of key employees. The term key employee includes certain officers and owners of Arent Fox and their beneficiaries. In the event the Plan becomes top-heavy, Arent Fox will provide you with additional information about the minimum contribution.

g. What happens if the Plan is discontinued? Arent Fox intends to continue the Plan. However, Arent Fox reserves the right to amend the Plan from time to time and/or to terminate the Plan at any time. If you are a participant in the Plan and the Plan is terminated, you will be entitled to receive all of the funds held in your accounts in the Plan at that time. Federal regulations do not permit this “defined contribution” type of plan to be insured by the Pension Benefit Guaranty Corporation.

XI. FORMAL STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits.

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including 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 copies of the latest annual report (Form 5500 Series), and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this Summary Annual Report.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age 60 and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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

Enforce Your Rights. If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions. If you have any questions about your Plan, contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, 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.