

SUMMARY
OF THE
Citadel Servicing Corporation
PREMIUM ONLY PLAN (POP)
(A SECTION 125 CAFETERIA PLAN)

Effective as of July 1, 2018

TABLE OF CONTENTS

INTRODUCTION.....	1
PARTICIPATION.....	1
FUNDING.....	2
ELECTION PROCEDURE.....	4
BENEFITS.....	6
GENERAL INFORMATION.....	7

INTRODUCTION

Citadel Servicing Corporation (the "Employer") has established the Citadel Servicing Corporation Premium Only Plan (POP) (A Section 125 Cafeteria Plan) (the "Plan"), effective as of July 1, 2018, to enable its eligible employees to elect to reduce their compensation and make certain employee contributions on a pre-tax basis.

The Plan provided by your Employer allows you the opportunity to reduce your taxable earnings by setting aside part of your earnings before federal income taxes, Social Security, Medicare, and in most cases state and local taxes that are withheld from your paycheck. Since the total amount of contributions made on a pretax basis will reduce the contributions made on your behalf by you and your Employer, your Social Security benefits may be reduced slightly.

Your participation in the Plan is voluntary. You have the opportunity to select those certain employee benefits that will best fit your individual needs. If you elect to use the benefits of the Plan, you may realize savings of income taxes and social security taxes. This document is your Summary of the Plan (sometimes referred to as the "Summary Program Description" or the "SPD").

This Summary of the Plan Document is written in simple language to explain the major features of the Plan and your rights thereunder. It is not meant to interpret, extend, or change the Plan Document in any way. In case of a conflict between this SPD, the Plan Document will govern. If you have any questions, you may review the Plan Document retained at the offices of your Employer and Plan Administrator, or obtain a copy of the Plan at a small cost to you. Note that your Employer has the right to terminate and/or amend the plan at any time and may return amounts elected to be paid pre-tax to avoid the Internal Revenue Code Section 125 nondiscrimination rules applicable to the Plan.

PARTICIPATION

When am I eligible to join the Plan?

You will be eligible to participate in the Plan on the earliest date that you become eligible to participate in any of the underlying benefit coverages offered under the Plan. If you are a sole proprietor, partner, member of an LLC (in most cases), or an individual owning more than 2% of an S corporation, you are not eligible to participate in the Plan.

When does my participation in the Plan begin?

You will automatically become a participant in the Plan on the date that you satisfy the eligibility requirements, unless you elect not to participate in Plan and provide a completed

enrollment waiver form to the Plan Administrator on or before the date specified by the Plan Administrator.

When will I cease to be a participant in the Plan?

You will cease to be a participant when you cease to be eligible to participate or when the Plan terminates.

What happens if I'm rehired?

If you cease to be a participant due to termination of employment and are rehired within 30 days, then your election that was in effect prior to your termination of employment shall be reinstated. If you are rehired more than 30 days following termination of employment, then you shall be treated as a new employee.

FUNDING

What is the source of amounts that are contributed to the Plan?

Your benefits under the Plan are funded by your pre-tax conversion contributions. You may elect to reduce your compensation each Plan Year to the extent of the Approved Coverage (s) provided by the Plan. Your pre-tax conversion amount will be deducted from your compensation each payroll period to pay your share of the coverages you elected.

Contributions for coverage of eligible domestic partners must be made on an after-tax basis.

How are the amounts deducted from my compensation used to provide benefits?

The Employer uses the amounts deducted from your compensation to be applied toward the cost of one or more of the benefits you selected (or in certain cases to your dependents) under the Approved Coverages. See "ELECTION PROCEDURE" and "BENEFITS" below.

If there is a change in the cost of the premiums underlying one or more of the benefits during the Plan Year, then we will automatically increase or decrease, as the case may be, your salary reduction election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage (if available), or revoke your election entirely.

If the coverage under a benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage (if available). In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse, former spouse or dependent's Employer.

ELECTION PROCEDURE

How do I make an initial election of benefits?

You are deemed to participate in the Plan and are deemed to contribute the entire amount of any participant-paid premiums on a pre-tax basis unless you choose to elect out by completing an election form (whether in paper or electronic format) and returning it to the Plan Administrator on or before such date as the Plan Administrator will specify. If the initial election form to opt out is not returned by the due date, you are deemed to have elected to participate in the Plan.

May I revoke my election?

Generally, your election is irrevocable and, therefore, cannot be changed during the Plan Year, unless a "change of family status" occurs. If you have a change of family status, you may revoke your current election form for the balance of the Plan Year and file a new election form that is effective to increase or reduce the amount of your pre-tax conversion amount for the remainder of the Plan Year in which the new election form is filed. Your revocation due to a change of family status will be valid if both the revocation and the new election are on account of and consistent with the change of family status. In most cases, where a change in family status occurs, you will have 30 days to make a change. However, if the particular Approved Coverage that you want to change provides, or is required to provide a longer period such as 31 or 60 days, this Plan will also provide the longer period. The new election form will be effective only as of the next payroll period after the Plan Administrator receives the election form.

Examples of a "change of family status" include the following:

- 1) a change in your legal marital status, including marriage, death of a spouse, divorce, remarriage, legal separation or annulment;
- 2) a change in the number of dependents including the birth, adoption, or placement for adoption, or the death of a dependent,
- 3) your spouse's or dependent's termination of employment, strike or lockout or commencement or return from unpaid leave of absence, going out or returning from a leave of absence qualified under the Family and Medical Leave Act, a change of worksite, or any other change in employment status that affects eligibility for benefits;
- 4) one of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstances;
- 5) a change in the place of residence of you, your spouse or dependent that directly affects eligibility for benefit coverage;
- 6) your hours of service are reduced so that you are expected to average less than 30 hours of service per week (even if the reduction does not affect eligibility for coverage under your Employer's group health plan);
- 7) you would like to cease coverage under your Employer's group health plan and purchase coverage through an exchange, without having a period of either duplicate coverage or no coverage;

- 8) such other events that the Plan Administrator determines will permit a change or revocation of an election during a Plan Year under regulations and rulings of the Treasury or Internal Revenue Service.

Note that it is your responsibility to notify your Employer within 30 days if you experience a change of family status during the Plan Year and correspondingly wish to change your election. If the change of family status does not affect you, your spouse or your dependent's eligibility under the Insurance Plan, you cannot change your election. For example, requesting a change in your election purely for financial reasons is not allowable.

If I choose to take leave under the Family and Medical Leave Act (FMLA)/USERRA, will it affect my election?

Yes, if your Employer is subject to the requirements of the Family and Medical Leave Act, and you take leave under the FMLA, you may revoke or change your existing elections for health insurance. If your coverage terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage at the level which you elected before your FMLA leave began for the remaining part of the Plan Year upon your return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch-up" your payments when you return.

The Plan Administrator shall also permit Participants to continue benefit elections as required under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and shall provide reinstatement rights as required by such law.

Please consult the Plan Administrator for additional information or if you have questions about a change in status.

If my Employer offers a compensation reduction option for payments to a Health Savings Account (HSA), are there special rules that apply to the HSA?

Yes, here special rules do apply. Your Employer may require that you initially establish an HSA through an HSA provider selected by your Employer. In this case, you will be able to transfer your funds deposited there to any HSA of your choice. Also, if you are covered by an HSA and thereafter become ineligible to participate in an HSA due to the IRS rules, you will be permitted to revoke your HSA compensation deduction election following a loss of such status at the end of any month thereafter, subject to providing a certification of the loss of such status acceptable to your Employer. You may modify your election to make contributions at any time as long as the change is effective prospectively (i.e., after the request for the change is received). There are a number of other special rules that apply to HSAs. (See your Employer or HSA documents for details.)

May I change my benefit selection for a later Plan Year before that Plan Year begins?

Yes. You may file a new election form to change your benefit selection and modify your pre-tax conversion amount for any subsequent Plan Year. To be effective, the new election form must be received by the Plan Administrator before the first day of the Plan Year.

What happens if I do not file an Election Form for the next Plan Year?

If you fail to return a completed election form to the Plan Administrator on or before the date specified by the Plan Administrator, you will be deemed to have elected to receive pre-tax benefits unless you had an election form, opting out, in effect during the preceding Plan Year, in which case your prior election form will remain effective.

What happens to my election if I am no longer eligible to participate in the Plan?

Elections made under this Plan will terminate automatically on the date on which you cease to be an eligible participant under the Plan.

BENEFITS

What benefits are available to me under the Plan?

You, as a participant, may choose under this Plan to receive your full compensation for any Plan Year in after-tax dollars or to have a portion of it applied pre-tax by your Employer to your cost of the optional Approved Coverage(s) identified below:

- Medical
- Dental
- Vision
- Health Savings Account
- Group Accident

Any benefits to be provided by insurance shall be provided only after (1) you have provided the Plan Administrator with the necessary information to apply for insurance, and (2) the insurance is in effect for you.

The amount paid for premiums may not exceed the employee-paid portion of premiums payable under the arrangements listed above. In addition, total premium payments will not be greater than the deductions from your pay. Premiums will only be paid when you are actively participating in the Plan.

Where can I obtain more information about the benefits available to me?

The benefits available from the Employer's Approved Coverages are explained in separate documents that pertain to those coverages, which may be obtained from the Plan Administrator.

How are benefit payments made?

The Plan Administrator or the Employer will pay those persons and entities, including yourself, who are entitled to payment as a result of your benefit selection as soon as payment is administratively possible. The Plan Administrator or the Employer will not be liable in any manner to pay any benefits on behalf of yourself or your spouse, dependents or beneficiaries in excess of your pre-tax dollars.

Procedure for Claiming Benefits.

If you believe that you are not receiving credit for the proper contribution amount, you must file a written claim with the Plan Administrator setting forth the nature of the claim and the relief or correction sought. The Plan Administrator will respond to the claim within 90 days of its receipt (unless special circumstances require an extension). This procedure does not apply to Approved Coverages; you should refer to the summary plan description for such coverage or contact the Plan Administrator.

GENERAL INFORMATION

Note: This material summarizes the legal document that governs the Plan. Every effort has been made to accurately describe the Plan in this summary. However, if there should be a discrepancy between this Summary Program Description and the Plan document -- or if the Plan is required to operate in a different manner to comply with federal laws and regulations -- the Plan document or the appropriate federal laws and regulations will control.

Will the Employer segregate any amounts held as part of the Plan?

All amounts may be held as part of the Employer's general assets; a trust fund need not be established and the segregation or investment of such assets is not required. This is the Employer's choice.

Can the Plan be amended or terminated?

Yes Citadel Servicing Corporation has established the Plan and reserves the right to amend or terminate it at any time, at its sole discretion. If you have elected to participate in the Plan, you will be notified if there is a significant amendment or if the Plan is terminated. If the Plan is terminated, the Employer will cease deducting contributions. However, all previous salary deductions will be used to pay for Approved Coverages.

Is there any guarantee of beneficial tax consequences from my participation in the Plan?

No, there are no guarantees. You may want to talk to your financial advisor to see what potential tax implications are involved when participating in the Plan. The Plan Administrator cannot make any representations or guarantees relating to your particular tax situation. Neither the Plan Sponsor nor the Plan Administrator makes any guarantees of federal, Social Security, Medicare, and if applicable, state and local tax consequences. You are responsible for making the decision to participate based on your own judgment.

What information would I need to identify the Plan?

Plan Year:

Ends on June 30 each year

Plan Sponsor:

Citadel Servicing Corporation
15707 Rockfield Blvd, Suite 320, Irvine, CA 92618
949-900-6630

Employer Identification Number:

20-8006279

Plan Administrator:

Citadel Servicing Corporation
15707 Rockfield Blvd, Suite 320, Irvine, CA 92618
949-900-6630

Agent for Service of Legal Process:

Chetna Vora
Chetna Vora, 15707 Rockfield Blvd, Suite 320, Irvine, CA 92618

Affiliated Employers Adopting Plan:

None