



Plan Name: THE SPECTRUM BRANDS 401(K)  
Plan Number: 006166

Dear

To help you reach your long-term retirement goals, you and other members are saving through the THE SPECTRUM BRANDS 401(K), serviced by Prudential Retirement®.

This booklet offers more information to help you maximize the benefits of the plan and enjoy greater financial security tomorrow. Please take a moment to review the enclosed information.

**Manage your account online**

You can set up and start managing your account quickly at [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement). Just click "Register Now" and follow the instructions to create your username and password, review or update your investments, and more. You can also review the plan features and rules by clicking the "Plan Information" tab after logging in to your account.

**Save paper and time with electronic delivery**

Receiving retirement plan materials electronically isn't just environmentally sound. It can also cut your clutter—and simplify your life. To sign up, log in to your account online, view your Profile, and update your Delivery Preferences to E-Delivery.

**Get ready at PreparewithPru.com**

Take advantage of Prudential's online education center. It can show you how to get the most out of the retirement plan, understand asset allocation, help manage debt, and more, all in an easy-to-use, interactive format.

**Additional help when you need it**

Successful retirement saving can mean having the tools, resources, and people who help you make the right decisions. The plan can help you find the freedom to retire on *your* terms. Visit Prudential online or call 1-877-778-2100 for help with managing your account and answering your questions Monday through Friday, 8 a.m. to 9 p.m. ET.

Preparing for tomorrow starts today. By taking advantage of all that the plan offers, you can be on the path to a more comfortable, fulfilling retirement.

Sincerely,

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Plan Administrator

Please See Reverse Side for Important Disclosure Information

Retirement products and services are provided by Prudential Retirement Insurance and Annuity Company (PRIAC), Hartford, CT, or its affiliates. PRIAC is a Prudential Financial company.

Neither Prudential Financial nor its representatives are tax or legal advisors. Please consult your legal or tax advisor with specific questions.

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## **THE SPECTRUM BRANDS 401(K) (“Plan”) Eligible Automatic Contribution Arrangement (“EACA”)**

THE SPECTRUM BRANDS 401(K) makes it easy to save for retirement by offering an automatic enrollment program. This notice gives you important information about the following topics:

- Whether the Plan’s automatic enrollment feature pertains to you;
- What amounts will be automatically taken from your pay and contributed to your Plan account;
- What amounts the Plan Sponsor will contribute to your Plan account;
- How your Plan account will be invested;
- When your Plan account will be vested and when you can withdraw the funds in your Plan account; and
- How you can change the amount you contribute.

You can choose to contribute more, less, or even nothing by following the instructions in the “Resources” section below. There are limits on the maximum amount you can contribute to the Plan. To learn more about these limits or the Plan’s definition of eligible pay, you can review the section of your Summary Plan Description (“SPD”) that describes contributions.

If you are enrolled before exercising your right not to be enrolled, you can get a refund of the automatic contributions from your Plan account by contacting your Plan Administrator identified below-but you must do so within 90 days after your automatic contributions are first taken from your pay. The amount refunded will be adjusted for any gain or loss, will be subject to federal income tax, and you will forfeit any associated Plan Sponsor contributions. If you ask for your automatic contributions to be refunded, the Plan Sponsor will treat you as having chosen to make no further contributions. However, you can always choose to restart your contributions by following the instructions in the “Resources” section below. Under federal rules, no refunds are allowed if you have been contributing to the Plan for more than 90 days.

Keep in mind that the Plan Sponsor matches \$0.50 for each \$1.00 you contribute, up to 7% of your eligible pay.

To learn more about Plan Sponsor contributions in the Plan and the conditions for receiving them, you can review the section of your SPD that describes these contributions.

The Plan lets you invest your account in a number of different investment funds. Unless you chose a different investment fund or funds, your Plan account is invested in the Life Cycle Funds Arrangement. You can change how your Plan account is invested among the Plan’s available investment funds by following the instructions in the “Resources” section below. To learn more about the Plan’s investment funds you can review the section of the Plan’s SPD that explains investments.

You are always fully vested in your own contributions to the Plan. This means that your contributions (together with any investment gain or loss) will always belong to you, and you will not lose them when you leave your job. You will also be fully vested in any employer contributions when you complete vesting service requirements if applicable. For more information about years of service and your rights to withdraw money from the Plan, you can review the sections of the Plan’s SPD that explains vesting and withdrawals.

Even if you are vested in your Plan account, there are limits on when you may withdraw your funds. These limits may be important to you in deciding how much, if any, to contribute to the Plan. Generally you may only withdraw vested money after you leave your job or become disabled. Also, there is typically an extra 10% tax on distributions before age 59 1/2. Your beneficiary will receive any vested amount remaining in your account when you die.

You may also be able to borrow certain amounts from your vested Plan account and take a hardship withdrawal. Hardship withdrawals are generally limited to the dollar amount of your contributions. They may not be taken from earnings, certain types of matching contributions, or certain types of non-elective contributions, and may only be allowed for specific reasons (such as qualifying medical expenses; purchasing or repairing—or preventing eviction from or foreclosure on—your principal residence; qualifying post-secondary education expenses; or qualifying burial or funeral expenses.) Before taking a hardship withdrawal, you may be required to take other permitted withdrawals and loans from qualifying plans. If you take a hardship distribution, you may be suspended from making contributions to this Plan or other qualifying Plan Sponsor plans for 6 months.

You can learn more about the distribution, hardship withdrawal and loan rules in the section of the Plan’s SPD that explains withdrawals, distributions and loans.

## Resources

You can change your contribution level, change your investments, get daily investment performance information, and perform many other transactions at **[www.prudential.com/online/retirement](http://www.prudential.com/online/retirement)**, or by calling Prudential's toll-free phone number **1-877-778-2100** Monday - Friday, 8 a.m. to 9 p.m., ET.

You can also find out more about the Plan in the Plan's SPD.

If you have any questions about how the Plan works, your rights and obligations under the Plan, or if you would like a copy of the Plan's SPD or other Plan documents, please contact the Plan Administrator at:

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av on  
avon  
avon, ct 06457  
07406550007  
aryan01051986@gmail.com

## The THE SPECTRUM BRANDS 401(K) ("Plan") Safe Harbor Notice for Plan Year beginning 01/01/2016

This notice gives you important information about the following topics:

- What amounts the Plan Sponsor will contribute to your Plan account;
- When your Plan account will be vested and when you can withdraw the funds in your Plan account; and
- How you can change your contributions

The Plan Sponsor will contribute directly to your account a safe harbor matching contribution based on your salary deferral contributions. The Plan Sponsor matches \$0.50 for each \$1.00 you contribute, up to 7% of your eligible pay.

To learn more about Plan Sponsor contributions in the Plan and the conditions for receiving them, you can review the section of the Plan's SPD that describes these contributions. The Plan Sponsor may decide during the year to amend the Plan to reduce or suspend the safe harbor contribution. You will be provided a supplemental notice at least 30 days before such a reduction or suspension would occur.

You are always fully vested in your own contributions to the Plan. This means that your contributions (together with any investment gain or loss) will always belong to you, and you will not lose them when you leave your job. You will also be fully vested in your safe harbor contributions. For more information about vesting, you can review the appropriate section of the Plan's SPD.

Even if you are vested in your Plan account, there are limits on when you may withdraw your funds. These limits may be important to you in deciding how much, if any, to contribute to the Plan. Generally you may only withdraw vested money after you leave your job or become disabled. Also, there is typically an extra 10% tax on distributions before age 59-1/2. Your beneficiary will receive any vested amount remaining in your account when you die.

You may also be able to borrow certain amounts from your vested Plan account and take a hardship withdrawal. Hardship withdrawals are generally limited to the dollar amount of your contributions. They may not be taken from earnings, certain types of matching contributions, or certain types of non-elective contributions, and may only be allowed for specific reasons (such as qualifying medical expenses; purchasing or repairing—or preventing eviction from or foreclosure on—your principal residence; qualifying post-secondary education expenses; or qualifying burial or funeral expenses.) Before taking a hardship withdrawal, you may be required to take other permitted withdrawals and loans from qualifying plans. If you take a hardship distribution, you may be suspended from making contributions to this Plan or other qualifying Plan Sponsor plans for 6 months.

You can learn more about the Plan's withdrawal and loan rules in the section of the Plan's SPD that explains withdrawals, distributions, and loans.

### Resources

At any time—day or night—you can change your contribution amount, change your investments, get daily investment performance information, and perform many other transactions at [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement), or by calling Prudential's toll-free phone number **1-877-778-2100**. Participant Service Representatives are available Monday - Friday, 8 a.m. to 9 p.m., ET to answer questions about your account or assist you with transactions.

You can also find out more about the Plan in the Plan's SPD.

If you have any questions about how the Plan works, your rights and obligations under the Plan, or if you would like a copy of the Plan's SPD or other Plan documents, please contact the Plan Administrator at:

nithish a ar yan  
av on  
avon  
avon, ct 06457  
07406550007  
aryan01051986@gmail.com

# PLAN HIGHLIGHTS

On the following pages, you will find important information about THE SPECTRUM BRANDS 401(K). The information in the guide is just an overview of the plan's features. For more detailed information about your plan, you can request your plan's Summary Plan Description from your Plan Administrator.

## ELIGIBILITY

- Your enrollment in plan is automatic, unless you decline participation within 45 days following your plan entry date.
- Automatic enrollment is a process by which you are enrolled in your retirement plan without taking any action. You can change the amount of your contributions, stop them altogether, or redirect your investment options.
- Your plan allows for enrollment in the program monthly. You are immediately eligible.
- If automatically enrolled, you will be enrolled at a deferral rate of 3% of your eligible pay, which will be deducted from your paycheck and invested in Life Cycle Funds.
- You may actively enroll on your own and start your pre-tax savings prior to the automatic enrollment start date. This will allow you to invest in the funds of your choice from the start of your participation. In addition, you may contribute more to your account. Even an increase of one or two percent over the auto-enrollment deferral rate of 3% can have a significant impact on your savings.
- If you don't want to participate in the plan, you must decline enrollment to avoid having deductions taken from your pay and contributed to your account.

## YOUR CONTRIBUTIONS

You may contribute:

- 1 to 75% of your annual pay before taxes are deducted.\*
- If you will be at least 50 years old in 2016, you are also eligible to make an additional before-tax catch-up contribution of \$6,000.00 per year.
- You may roll over money to your account, in any amount from another similar retirement plan. Refer to the SPD for further information.
- In 2016, federal tax law allows you to make before-tax contributions to your retirement plan up to \$18,000.

## YOUR EMPLOYER'S CONTRIBUTIONS

Your plan will contribute \$0.50 to your account for every \$1.00 you contribute, up to the first 7% of your eligible pay.

The plan may make contributions to your account; this amount may vary from year to year.

In 2016, federal tax law allows employee and employer contributions up to a combined total of \$53,000 or 100% of compensation, whichever is less.

The plan directs where employer contributions are invested.

The plan directs a portion of employer contributions to Fund, and you can direct remaining contributions. See your SPD for more details.

## WHAT IS VESTING?

"Vesting" refers to your ownership of the money in your account. You are always 100% vested in your own contributions, but it may take longer to become vested in your employer's contributions. Refer to the vesting schedule for details about your employer contributions.

You are immediately 100% vested in the following sources:

- SAFE HARBOR MATCH
- QNEC
- EMPLOYER REGULAR MATCH
- MATCHING

This vesting schedule applies to the following source:

- PERCENTAGE MATCH
- NONELECTIVE CONTRIBUTION

You will be vested in your employer contributions based on the following vesting schedule:

Years of service	Percentage vested
After 3 years	100%

## ACCESSING YOUR MONEY

You may be able to access money in your retirement plan account through a loan, in-service withdrawal, or hardship withdrawal.

## Plan Highlights

### LOANS

<b>Your plan allows you to take:</b>	2 loans at one time
Application fee:	\$50 for each loan
Processing fee:	\$0
Method of repayment:	Payroll Deduction
Tax consequences:	If loan is not paid in full, tax consequences will apply.
Prepayment available:	Yes

### GENERAL PURPOSE

<b>Interest rate:</b>	4.25%
Minimum loan:	\$1000
Maximum loan:	50% of your vested account balance, up to \$50000 in a 12 month period*
Repayment period:	1 to 5 years

\*Interest is paid back to participant's account. Additional information about loan calculations and loan interest rate details can be found in your plan's loan policy.

### PRIMARY RESIDENCE

<b>Interest rate:</b>	4.25%
Minimum loan:	\$1000
Maximum loan:	50% of your vested account balance, up to \$50000 in a 12 month period*
Repayment period:	1 to 10 years

\*Interest is paid back to participant's account. Additional information about loan calculations and loan interest rate details can be found in your plan's loan policy.

Loans will be allowed for the following reasons:

- Purchase of a principal residence - this does not include mortgage payments
- Finance the cost of post-secondary education for you, your spouse or your dependent children
- Preventing eviction from, or foreclosure on, a principal residence
- Un-reimbursed medical expenses for you, your spouse or dependents
- Payment of funeral or burial expenses your spouse or dependents
- Repair of damage to participant's primary residence that qualifies for casualty deduction

You must have supporting documentation for loan requests. Spousal consent is required.

### In-service withdrawals

While employed, you may make in-service withdrawals within plan restrictions.

### Hardship withdrawals\*

While employed, you may take a withdrawal request due to a financial hardship, within plan restrictions.

One of the following requirements must apply to qualify for hardship withdrawal:

- Purchase or construction of a principal residence
- Payment for higher education expenses
- Major medical expenses
- Preventing eviction from, or foreclosure on, a principal residence
- Payment of funeral or burial expenses your spouse or dependents
- Repair of damage to participant's primary residence that qualifies for casualty deduction

Additional requirements to qualify for a hardship withdrawal can be located in the plan's SPD.

Once you take a hardship withdrawal, you will not be able to make contributions to your account for 6 months.

**\*Withdrawals:** The taxable portion of a withdrawal is taxed as ordinary income and will be subject to an additional early distribution penalty tax if you receive the withdrawal before age 59½. The total amount of the withdrawal may not be more than the amount required to meet your immediate financial need, however, you may have the option to "gross-up" the amount you receive to cover taxes. You may want to consult a tax professional before taking a withdrawal from the plan.

### Important note!

**Amounts withdrawn before age 59½ may be subject to a 10% federal income tax penalty, applicable taxes and plan restrictions. Withdrawals are generally taxed at ordinary income tax rates.**

### RETIRING OR LEAVING THE PLAN

It's important to learn about all options regarding your account balance before you retire or leave THE SPECTRUM BRANDS 401(K). You will need to make a decision about what to do with your vested account balance when one of the following events occurs:

- Your employment with the plan ends.
- You retire from the plan at the normal retirement age 65 with 5 years of service.
- You retire at the early retirement age of 55 with 5 years of service.
- Distributions before 59½ may be subject to an additional early withdrawal penalty tax.
- You become permanently disabled.
- Your death. Your beneficiary is entitled to your account balance when you die; they are responsible for all federal income tax imposed. Distribution upon death may also be subject to federal and state inheritance and estate taxes.
- Your separation from work.

## Plan Highlights

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When any of the events listed above occur, you or your beneficiary will have several distribution options. It's important to understand each of the distribution options listed in your plan's Summary Plan Description, before you make your decision. For assistance, please contact a Prudential representative at **1-877-778-2100**.

### INVESTMENT TYPES

This section is designed to provide general information about different types of investments. Not all plans offer investments in every category. Information about the specific investments offered through your plan is available in the Investment Options section of this guide. The main types of investments in which participants generally invest:

**Stable-Value investments:** These investments combine safety of principal with money market-like liquidity and seek to produce rates of return, which are superior to money market funds over the long-term.

**Fixed-Income Investments:** invest in corporate and government bonds. They can go up or down in value each day, so they carry more risk than stable-value investments, but also offer more opportunity for a potentially larger return. Fixed income investment mutual funds are subject to interest rate risk; their value will decline as interest rates rise.

**Stocks/Equities:** Stock funds--also called equity investments--represent ownership in funds, which own shares of corporations. Stock funds offer you a chance to share in the profits--or losses--of those corporations. Stocks funds have the potential for higher returns, but they carry more risk than the other investment options.

**Balanced:** Balanced investments combine fixed-income and stock components to offer you a combination of the interest income from fixed-income investments and the growth potential of stock investments. As a result, balanced investments typically do not experience the full ups and downs of the stock market.

**Retirement Income:** Although they may vary in structure, these options are designed to provide a steady stream of income for life.

### INVESTMENT OPTIONS

THE SPECTRUM BRANDS 401(K) offers a selection of investments to choose from. You can decide how you want your money invested, and may move money between investments anytime. Please refer to the disclosures at the end of this section for a description of any restrictions that may apply\*.

#### Stable Value

Guaranteed Income Fund\*

#### Fixed Income - Intermediate Bond

JPMorgan Core Plus Bond R6\*

#### Fixed Income - Specialty

BlackRock Inflation Protected Bond Instl

#### Balanced - Specialty

Oakmark Equity & Income I

#### Large Cap Stock - Value

Loomis Sayles Value N\*

#### Large Cap Stock - Blend

Vanguard Institutional Index I

#### Large Cap Stock - Growth

American Funds Growth Fund of Amer R6\*

#### Mid Cap Stock - Value

Vanguard Mid-Cap Value Index Admiral\*

#### Mid Cap Stock - Blend

State Street Global Advisors S&P MidCap Index NL Series Fund

#### Mid Cap Stock - Growth

Goldman Sachs Small/Mid Cap Growth Instl\*

#### Small Cap Stock - Value

Franklin MicroCap Value Adv

#### Global Stock - Growth

Oppenheimer Global I

#### International Stock - Growth

MFS International New Discovery R5\*

#### International Stock - Emerging Markets

Oppenheimer Developing Markets I

### GOALMAKER

Your retirement plan offers GoalMaker®, an optional easy-to-use asset allocation program that will invest your contributions in a portfolio that matches your investor style and years to retirement with a desire to protect your income in retirement.

By enrolling in GoalMaker, you direct Prudential to immediately reinvest your future contributions and existing account balance (if applicable) to match this investment allocation. Your entire account will be rebalanced according to this portfolio unless a restriction is in place or a portion of your account is invested in a restricted source that isn't available through GoalMaker. Of course, as your goals and years to retirement change, you can select a new portfolio at any time without changes or penalties. Making an allocation change, however, will cause you to no longer be enrolled in the GoalMaker program.



## Plan Highlights

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The GoalMaker portfolio you choose will be automatically rebalanced at a frequency determined by your plan. Automatic rebalancing with GoalMaker ensures your asset allocation stays in line with your original investment objectives. During the rebalancing process, money is moved among investments in your GoalMaker portfolio to maintain the allocation percentages you choose.

Additionally, GoalMaker's optional age adjustment feature automatically adjusts your allocations over time, based on the number of years you have left until retirement. How does it work? If you choose a conservative investor portfolio with 11-15 years to retirement, once you reach an age that brings you ten years before your expected retirement age, your account will automatically be updated to the conservative investor portfolio with 6-10 years to retirement.

## PLAN HIGHLIGHTS

### Goal Maker Allocations

	C01	C02	C03	C04	M01	M02	M03	M04	R01	R02	R03	R04
Investment options	0-5 years	6-10 years	11-15 years	16+ years	0-5 years	6-10 years	11-15 years	16+ years	0-5 years	6-10 years	11-15 years	16+ years
<b>Large Cap Stock - Value</b>												
Loomis Sayles Value N	5%	7%	11%	15%	8%	11%	14%	17%	12%	14%	16%	19%
<b>Stable Value</b>												
Guaranteed Income Fund	44%	39%	23%	14%	35%	23%	16%	7%	21%	16%	9%	0%
<b>Small/Mid Cap Stock - Value</b>												
Vanguard Mid-Cap Value Index Admiral	3%	4%	6%	8%	5%	6%	7%	10%	6%	7%	10%	13%
<b>Large Cap Stock - Growth</b>												
American Funds Growth Fund of Amer R6	5%	7%	11%	15%	8%	11%	14%	17%	12%	14%	16%	19%
<b>Small/Mid Cap Stock - Growth</b>												
Goldman Sachs Small/Mid Cap Growth Instl	3%	4%	6%	8%	5%	6%	7%	10%	6%	7%	10%	13%
<b>International Stock</b>												
MFS International New Discovery R5	8%	12%	17%	24%	14%	17%	23%	31%	18%	23%	28%	36%
<b>Fixed Income (Long Term &amp; Intermediate)</b>												
JPMorgan Core Plus Bond R6	32%	27%	26%	16%	25%	26%	19%	8%	25%	19%	11%	0%

Keep in mind that application of asset allocation and diversification concepts does not ensure safety of principal and interest. **It is possible to lose money by investing in securities.**

### PRUDENTIAL INCOMEFLEX TARGET® FUNDS

You contribute to your retirement plan so that you'll have a stream of income that may help you to maintain your lifestyle once you've retired. But choosing investment options to help you achieve this goal can be confusing. To simplify this process your plan offers an automatic investment program called Prudential IncomeFlex Target®, a feature of the Prudential Retirement Security Annuity. With IncomeFlex Target all you need to do is select the fund that most closely matches your expected date of retirement. For example, you might choose the 2040 IncomeFlex Target fund, if you expect to retire in the year 2042.

From there, your fund automatically adjusts the mix of stock and bond investments as you near retirement. In addition, as you edge closer to your expected retirement date (for this example, in the year 2030), your fund automatically adds a feature that provides protection in down markets. With this feature you'll take comfort in knowing that your income in retirement is safeguarded from market declines you may experience while you are saving. What's more, when you retire, it also ensures that you have a guaranteed stream income that you cannot outlive. Keep in mind, an additional fee of 0.00% will be applied when these guarantees are included in your fund and is assessed in the same way as standard Investment Management fees. See the Prudential IncomeFlex Target® Important Considerations(unreg only) .

**The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation. You or your agent may wish to consult independent legal or financial advice before selling or liquidating any assets and prior to the purchase of any life or annuity products being solicited, offered for sale, or sold.**

Investors should carefully consider a fund's investment objectives, risks, charges and expenses before investing. For more complete information about the investment options available through your plan, please call 1-877-778-2100 for a free prospectus that contains this and other information about our funds. For variable insurance products, please consider carefully both the contract prospectus and underlying-fund prospectus before investing.

Prudential Retirement Security Annuity, which include the Prudential IncomeFlex guaranteed minimum withdrawal benefit, is a variable annuity issued by Prudential Retirement Insurance and Annuity Company, Hartford, CT (PRIAC). You must be at least 50 years of age to participate in Prudential IncomeFlex. Product availability and terms may vary by state.

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# PRUDENTIAL INCOMEFLEX TARGET

## Summary Important Considerations



Prudential IncomeFlex Target<sup>®</sup>, offered through your retirement plan, is specifically designed to help plan participants secure reliable retirement income they won't outlive.

This summary is intended to serve as an introductory explanation of the benefits and features of IncomeFlex Target. Before investing, please read the more complete explanation of this product, as well as definitions for the terms highlighted in bold, in the Prudential IncomeFlex Target Important Considerations. You can obtain this document by contacting your recordkeeper directly using the contact information on the back page of this document.

## ACCUMULATION PHASE

Typically, your income during retirement will depend on how much you've saved by the time you retire. But market downturns as you approach and enter retirement may take your retirement savings—and your retirement dreams—down with them. That's why IncomeFlex Target was designed to let you keep investing in the market, while reducing the risk that losses may impact your income.

### WHAT IS AN INCOMEFLEX TARGET FUND?

An **IncomeFlex Target Fund** is a diversified, professionally managed fund that uses the fundamentals of asset allocation to create an asset mix best suited for individuals approaching and in retirement.

Your retirement plan may offer one IncomeFlex Target Fund, or it may offer more than one. If your retirement plan does offer more than one IncomeFlex Target Fund, note that you will have one single set of **IncomeFlex Target Guarantees** regardless of the number of **IncomeFlex Target Funds** in which you choose to invest.

IncomeFlex Target Funds include a feature that sets a guaranteed floor or "**Income Base**" for calculating your lifetime income amount.

Once we begin tracking the IncomeFlex Target Guarantees, as described in the "Additional Information" section of this document, a Guarantee Fee is assessed. This fee is in addition to the standard investment management and recordkeeping fees. For specific details, please refer to the "Fees" section of this document.

For a detailed description of an IncomeFlex Target Fund, please refer to the current **Fund Fact Sheet** (generally available online or by calling the number listed on the last page of this document).

### INVESTING IN INCOMEFLEX TARGET: CONTRIBUTIONS, TRANSFERS, AND ROLLOVERS

Investing in an IncomeFlex Target Fund is similar to investing in other funds offered in your retirement plan. All you need to do is transfer some or all of your current balance and/or direct future **Contributions** to the IncomeFlex Target Fund. If your retirement plan permits, you may also roll over balances from previous employers' retirement plans.

#### Your Market Value (MV)

Your **Market Value** is the monetary value of an IncomeFlex Target Fund. Similar to other funds offered through your retirement plan, the Market Value will rise and fall based on market performance. This value increases dollar-for-dollar every time you add money to an IncomeFlex Target Fund. Conversely, it is reduced dollar-for-dollar every time you remove money from an IncomeFlex Target Fund. **This amount is not guaranteed and may lose value at any time.**

If you decide to remove all of your money from an IncomeFlex Target Fund, you will receive the Market Value as of the effective date of your request. This will bring the Market Value of your IncomeFlex Target Fund to zero (\$0) and, unless you are invested in another IncomeFlex Target Fund, all IncomeFlex Target Guarantees will be cancelled.

#### Your Income Base

Your Income Base is guaranteed and is used solely to determine your **Lifetime Annual Withdrawal Amount** once you begin taking withdrawals from IncomeFlex Target. It does not represent an account balance and cannot be withdrawn.

#### Impact of Contributions and Withdrawals

Every **Contribution** you make into an IncomeFlex Target Fund increases your Income Base dollar-for-dollar. Every withdrawal or transfer out of an IncomeFlex Target Fund reduces your Income Base proportionately.

Note: To maintain the IncomeFlex Target Guarantees, you must invest in one or more of the IncomeFlex Target Funds. Like all variable investments, these funds may lose value. Guarantees are based on the claims-paying ability of **Prudential Retirement Insurance and Annuity Company** (Hartford, CT) and are subject to certain limitations, terms, and conditions. Withdrawals or transfers out of IncomeFlex Target during the Accumulation Phase proportionately reduce guaranteed values and may even eliminate them. During the Withdrawal Phase, withdrawals in excess of the Lifetime Annual Withdrawal Amount will reduce future guaranteed withdrawals proportionately and may even eliminate them.

## YOUR DECISION TO LOCK-IN

You can choose when and how you want to establish or “**Lock-In**” your guaranteed lifetime income from IncomeFlex Target. We use your Income Base and **Guaranteed Withdrawal Percentage** to set your **Lifetime Annual Withdrawal Amount**.

Your Guaranteed Withdrawal Percentage is based on your age when you Lock-In and whether you elect to guarantee benefits for only you, or for both you and your spouse or civil union partner. Keep in mind that if you elect the **Spousal Benefit** and your spouse or civil union partner is younger than you are, then your spouse's or civil union partner's age will be used to determine this percentage. The specific ages and percentages are:

Age at Lock-In	Benefits for You (Single Benefits)	Benefits for You and Your Spouse or Civil Union Partner (Spousal Benefit)
55–64	4.25%	3.75%
65–69	5.00%	4.50%
70+	5.75%	5.25%

A **Withdrawal Period** is one year starting *on* your birthday and ending the day *before* your next birthday.

Once your Lifetime Annual Withdrawal Amount is determined, we guarantee that you can withdraw this amount each Withdrawal Period for the rest of your life. If market performance or your Lifetime Annual Withdrawals reduce the Market Value to zero (\$0), we will continue to fund your Lifetime Annual Withdrawal Amount from our own assets for as long as you live (and your spouse or civil union partner lives, if applicable).

Certain actions you or your retirement plan take could reduce or eliminate this amount.

IncomeFlex Target offers a Spousal Benefit that lets you give your spouse or civil union partner the option of receiving your Lifetime Annual Withdrawal Amount for the rest of his or her life, should he or she outlive you. You must choose whether to elect the Spousal Benefit when you Lock-In. **This decision is irrevocable and cannot be changed once you have Locked-In.**

## WITHDRAWAL PHASE

The Lifetime Annual Withdrawal Amount is the grand total you can take each Withdrawal Period without reducing future guarantees. You can take this grand total all at once or in as many increments as you like, subject to your retirement plan's rules.

You can increase your Lifetime Annual Withdrawal Amount during the Withdrawal Phase in two ways: positive investment performance and additional Contributions. You will need to contact your recordkeeper directly to change any **Systematic Withdrawal** amount following an increase to your Lifetime Annual Withdrawal Amount.

### DECREASING YOUR LIFETIME ANNUAL WITHDRAWAL AMOUNT—EXCESS WITHDRAWALS

Withdrawing more than your Lifetime Annual Withdrawal Amount from IncomeFlex Target Funds within a given Withdrawal Period will lower your Lifetime Annual Withdrawal Amount in subsequent Withdrawal Periods. We call these **Excess Withdrawals**. **If you bring the Market Value of all of your IncomeFlex Target Funds to zero (\$0) by taking an Excess Withdrawal, your current IncomeFlex Target Guarantees will expire and will no longer provide a Lifetime Annual Withdrawal Amount.**

You will need to contact your recordkeeper directly to change any Systematic Withdrawal amount following a decrease to your Lifetime Annual Withdrawal Amount. **Failure to adjust the Systematic Withdrawal arrangement is likely to cause you to take Excess Withdrawals, which can reduce and may completely eliminate your Lifetime Annual Withdrawal Amount.**

## REQUIRED MINIMUM DISTRIBUTIONS

You may be required to withdraw more than your Lifetime Annual Withdrawal Amount to comply with IRS rules. Please see the Prudential IncomeFlex Target Important Considerations for more information on how this may affect your Lifetime Annual Withdrawal Amount.

## GUARANTEED PAYOUT PHASE

We refer to the period when we continue making Lifetime Annual Withdrawal Amount payments to you after your Market Value falls to zero (\$0) as the **Guaranteed Payout Phase** of the IncomeFlex Target Guarantees. We will directly send your Lifetime Annual Withdrawal Amount to your retirement plan account and it will be invested in the fund designated by you or your retirement plan to receive such amounts.

## GENERAL INFORMATION

### LEAVING YOUR RETIREMENT PLAN—TRANSFERRING YOUR INCOME FLEX TARGET GUARANTEES

If you choose to leave your retirement plan, you may be able to transfer or roll over your IncomeFlex Target Guarantees into a variable annuity contract, which is registered with the Securities and Exchange Commission, available through Prudential Retirement<sup>®</sup>. **This contract may have substantially different fees, investments, and provisions affecting the guarantees.**

You should read the materials concerning such contract carefully, including its prospectus, and consider the benefits and differences between it and IncomeFlex Target as offered through your retirement plan.

If you roll any portion of your IncomeFlex Target Market Value into anything other than a specific Prudential-issued variable annuity, all IncomeFlex Target Guarantees associated with that portion will immediately cease.

If you have an IncomeFlex Target benefit in more than one retirement plan, we may limit your ability to combine IncomeFlex Target Guarantees associated with those multiple plans under an IRA or Roth IRA.

## INCOME FLEX TARGET—OPERATING WITHIN YOUR RETIREMENT PLAN

### Subject to Plan Rules

Participation in IncomeFlex Target is a feature of your retirement plan, and is subject to the rules of your retirement plan. If your plan's rules are more restrictive than IncomeFlex Target's provisions, your retirement plan's rules will apply. Refer to your retirement plan document and other materials for more information.

### Plan Actions—Fund Elimination

Your retirement plan generally can change investment options—including IncomeFlex Target Funds—at any time. This could include closing a fund to new Contributions or even eliminating it entirely. If this occurs, and another IncomeFlex Target Fund is available under your plan, you can transfer into the other IncomeFlex Target Fund(s) and your existing guarantees will continue. However, **if no other IncomeFlex Target Fund is available**, your IncomeFlex Target Guarantees will end and the Market Value of your IncomeFlex Target Fund will move as directed by you or your retirement plan.

### Our Action—Fund Closing

We reserve the right to stop accepting Contributions into an IncomeFlex Target Fund, and to change or eliminate the eligibility of funds for our guarantees. If we stop accepting Contributions to an IncomeFlex Target Fund, and the Fund remains an eligible investment, any existing money will continue to receive guarantees.

## ADDITIONAL INFORMATION

Each **IncomeFlex Target Fund** has a **Guarantee Activation Date** that is 10 years before that fund's stated target date. Before the Guarantee Activation Date, there are no **IncomeFlex Target Guarantees** and no **Guarantee Fee** is charged. In the years before this feature is activated, IncomeFlex Target Funds are referred to as "**Inactive**."

On each fund's Guarantee Activation Date, we begin tracking the IncomeFlex Target Guarantees and create an **Income Base** for you, using the **Market Value** of the prior business day. The expenses for the IncomeFlex Target Fund include the additional Guarantee Fee that pays for the IncomeFlex Target Fund Guarantee. When IncomeFlex Target Guarantees are present for a specific IncomeFlex Target Fund, that fund will be referred to as "**Active**."

If you already have an Income Base on an **Inactive IncomeFlex Target Fund's** Guarantee Activation Date (because you already invest in another **Active IncomeFlex Target Fund**), we will add that fund's Market Value to your Income Base on the Guarantee Activation Date. Remember that you will have only one Income Base, regardless of the number of Active IncomeFlex Target Funds you invest in.

### Fees

The **Guarantee Fee** is an annual fee of 1.00% and is assessed in addition to the investment management fees and other operating expenses or recordkeeping and administration fees applied to an IncomeFlex Target Fund. See the Fund Fact Sheet for more detail on the management expense and other fees. The Guarantee Fee only applies to Active IncomeFlex Target Funds. We may change the Guarantee Fee in the future, up to a maximum of 1.50%. Please see the IncomeFlex Target Important Considerations for more information on the Guarantee Fee.

## FOR FUTHER INFORMATION

If you have questions about IncomeFlex Target, please contact your recordkeeper directly using the contact information below:

### Online

[prudential.com/online/retirement](http://prudential.com/online/retirement)

### Prudential Retirement Service Center

877-PRU-2100 (877-778-2100)

Guarantees are based on the claims-paying ability of the insurance company and are subject to certain limitations, terms, and conditions. Withdrawals or transfers (other than transfers between Active IncomeFlex Target Funds) proportionately reduce guaranteed values prior to locking in. After Lock-in withdrawals in excess of the Lifetime Annual Withdrawal Amount will reduce future guaranteed withdrawals proportionately and may even eliminate them.

Prudential IncomeFlex Target Funds are separate accounts established under group variable annuity contracts issued by **Prudential Retirement Insurance and Annuity Company (PRIAC)**, Hartford, CT. PRIAC does not guarantee the investment performance or return on contributions to those separate accounts. You should consider the objectives, risks, charges, and expenses of the Funds and guarantee features before purchasing this product. The principal value of Target Date Funds is not guaranteed at any time; including the target date. Like all variable investments, these funds may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals.

**For this and other information, please access the participant website or call [877-778-2100] for a copy of the Prudential IncomeFlex Target Important Considerations before investing.**

Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Contract form #GA-2020-TGWB4-0805 or state variation.

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## Instructions

**Please print using blue or black ink. Note:** You should use this form if you are enrolling in the plan for the first time. Keep a copy of this form for your records and return the original to your Benefits/Human Resources Office.

Attention: Benefits/Human Resources Office - Please fax or send completed form to Prudential.

## Questions?

Call 1-877-778-2100  
for assistance.

## About You

Plan number

0 0 6 1 6 6

Sub plan number

Location Code (See Location Code Box)

Social Security number

Daytime telephone number

area code

First name

MI

Last name

Address

City

State

ZIP code

Date of birth

month

day

year

Gender

M

F

Original Date Employed

month

day

year

Date of rehire (If applicable)

month

day

year

Marital Status

Married

Single, widowed or legally divorced

## Contribution Information

**Decline.** I choose not to participate in my employer-sponsored retirement plan at this time. (Proceed to Your Authorization section on this form.)

**Investment Allocation**

*(Please fill out Option I, Option II, or Option III. Do not fill out more than one option.)*

Fill out Option I, Option II or Option III. **Please complete only one.**

By completion of Option I or Option II you enroll in GoalMaker, Prudential's asset allocation program, and you direct Prudential to invest your contribution(s) according to a GoalMaker model portfolio that is based on your risk tolerance and time horizon. You can also direct Prudential to automatically rebalance your account semi-annual according to the model portfolio chosen. Enrollment in GoalMaker can be canceled at anytime.

Please refer to the Retirement Planning Guide for more information on rebalancing and age adjustment.

Option I or Option II must be completed accurately, otherwise your investment allocation will be placed in GoalMaker with age adjustment.

Option III must be completed accurately and received by Prudential **before** assets are accepted; otherwise, contributions will be placed in the default investment option selected by your plan. Upon receipt of your completed enrollment form, **all future** contributions will be allocated according to your investment selection. You must contact Prudential to transfer any **existing** funds from the default option.

If you would like to enroll in Partial Goal Maker, you may make this election by access [www.prudential.com.com/online/retirement](http://www.prudential.com.com/online/retirement) or contacting our Participant Service Center at the toll free number above.

Stable Value Restrictions - Investment transfers out of Stable Value are subjected to an annual limit. If GoalMaker transactions reach that limit, your transfers out of Stable Value will stop unless you elect below to pay any potential Stable Value transfer charges on all GoalMaker transactions. If transfer charges are not paid, an amount less than your full account balance will be invested under GoalMaker as described in your Plan Highlights.

If you choose GoalMaker and want to automatically, once eligible, allocate a portion of your retirement account to the IncomeFlex funds to help you generate guaranteed retirement income, please check this box.

I elect to incur applicable *Stable Value* Transfer Charges associated with all GoalMaker transactions.

**Investment Allocation**  
(continued)

*(Please fill out Option I, Option II, or Option III. Do not fill out more than one option.)*

**Option I - Choose GoalMaker with Age Adjustment**

By selecting your risk tolerance, and confirming your expected retirement age below, your contributions will be automatically invested in a GoalMaker model portfolio that is based on your risk tolerance and years left until retirement. You also confirm your participation in GoalMaker's age adjustment feature, which adjusts your allocations over time based on your years left until retirement.

**Select Your Risk Tolerance**

**Conservative**

**Moderate**

**Aggressive**

**Confirm Your Expected Retirement Age**

Expected Retirement Age:

Yes. Please use the default Expected Retirement Age listed above

No. Please use    as my expected retirement age.

**OR**

**Option II - Choose GoalMaker without Age Adjustment**

I do not want to take advantage of GoalMaker's age adjustment feature. Please invest my contributions according to the model portfolios selected below.

<b>Time Horizon</b> (years until retirement)	<b>GoalMaker Model Portfolio</b> (check one box only)		
	<b>Conservative</b>	<b>Moderate</b>	<b>Aggressive</b>
0 to 5 Years	C01	M01	R01
6 to 10 Years	C02	M02	R02
11 to 15 Years	C03	M03	R03
16 + Years	C04	M04	R04

### Option III - Design your own investment allocation

If you would like to design your own asset allocation instead of selecting GoalMaker, designate the percentage of your contribution to be invested in each of the available investment options. (Please use whole percentages. You must be at least 50 years of age to invest in the IncomeFlex funds. The column(s) must total 100%.)

I wish to allocate my contributions to the Plan as follows:

Your Contributions	Your Employer's Contributions	Codes	Investment Options
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	XV	Guaranteed Income Fund
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	UC	JPMorgan Core Plus Bond R6
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	2D	BlackRock Inflation Protected Bond Instl
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	7R	Oakmark Equity & Income I
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	QI	Loomis Sayles Value N
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	KU	Vanguard Institutional Index I
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	K9	American Funds Growth Fund of Amer R6
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	Z2	Vanguard Mid-Cap Value Index Admiral
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	14	State Street Global Advisors S&P MidCap Index NL
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	5R	Goldman Sachs Small/Mid Cap Growth Instl
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	IQ	Franklin MicroCap Value Adv
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	QP	Oppenheimer Global I
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	5Z	MFS International New Discovery R5
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	PB	Oppenheimer Developing Markets I
<input type="text"/> <input type="text"/> <input type="text"/> %	<input type="text"/> <input type="text"/> <input type="text"/> %	<b>Total</b>	

The investment allocation selected above will apply to both your 401(k) contribution and your union negotiated contribution

#### For Employer Use Only

This section should be completed only if the participant has previously terminated with the employer sponsoring the plan and has been rehired.

Original date employed

month day year

Date of termination

month day year

Date of rehire

month day year

Social Security Number \_\_\_\_\_

**This page is intentionally left blank.**



# Catch-Up Contribution Form

## THE SPECTRUM BRANDS 401(K)

**Instructions** Please print using blue or black ink. Keep a copy for your records and bring the completed form to your Benefits/Human Resources Office.

Attention: Benefits/Human Resources Office –Please forward this form to Prudential.

By completing this form you are indicating that you believe you will be eligible to make catch-up contributions to your plan. To be eligible, you will have had to attain, or will attain age 50 before the end of the year in which you're making the contribution. In order for contributions to be treated as catch-up, you will need to exceed one of the applicable statutory or plan limit on contributions. Please note that the final determination of whether contributions can be treated as catch-up, cannot be made until the end of the plan year.

Catch-up contributions are subject to the following annual limits: 2016 \$6,000.00

### About You

Plan number

Sub plan number (if applicable)

0 0 6 1 6 6

Social Security number

Daytime telephone number

- -

- - -

area code

First name

MI

Last name

Address

City

State

Zip code

### Contribution Agreement

**Before-Tax Contribution Election.** I wish to contribute \$ , . or % of my salary per pay period.

**Roth Contribution Election.** I wish to contribute % of my compensation on a Roth (post-tax) basis.

The amount of contribution made as described above shall be transmitted to Prudential as a contribution under the above mentioned plan number issued by Prudential, the terms of which confer upon me non-forfeitable rights to the benefits provided by such contributions. This election is legally binding and irrevocable with respect to amounts paid while it is in effect. The number of times I may change this is subject to any restrictions in my employer's plan.

### Your Authorization

I hereby authorize my employer to make payroll reductions of the stated amount I have indicated.

X

Date

Participant's signature

### Your Employer's Authorization

X

Date

Employer's signature

**This page is intentionally left blank.**

## Beneficiary Designation Form THE SPECTRUM BRANDS 401(K)

### About You (Please print using blue or black ink.)

Plan number	0 0 6 1 6 6										Sub plan number										
Social Security number											Daytime telephone number										
										area code											
First name											MI										
Address																					
City										State					ZIP code						
Date of birth																					
month		day		year																	
Marital status: Married Single, widowed or legally divorced																					
Are you still employed by the employer sponsoring the plan? Yes No																					

### Your Beneficiary Designation (See "Instructions for Choosing your Beneficiary")

I designate the following as beneficiary of my account with regard to the percentage(s) I have indicated below. Please list additional beneficiaries, along with percentages they are to receive on a separate page, if needed. Indicate whether the additional beneficiary(ies) is/are primary or secondary beneficiary(ies).

#### (A) Primary Beneficiary(ies)

##### FULL LEGAL NAME

Address

%

Social Security number

Percentage

Date of birth

Relationship to you

Telephone number

##### FULL LEGAL NAME

Address

%

Social Security number

Percentage

Date of Birth

Relationship to you

Telephone number

#### (B) Secondary Beneficiary(ies)

##### FULL LEGAL NAME

Address

%

Social Security number

Percentage

Date of birth

Relationship to you

Telephone number

##### FULL LEGAL NAME

Address

%

Social Security number

Percentage

Date of Birth

Relationship to you

Telephone number

Please use whole percentages – must total 100%

Please use whole percentages – must total 100%

**Spousal  
Consent  
to Waiver  
of QPSA**

I am the spouse of the participant, and I understand that I am entitled to at least 50% of the account upon the participant's death. I have read an explanation of my right to receive a Qualified Pre-Retirement Survivor Annuity if the participant dies before benefit payments commence, and understand the spousal death benefit to which I am entitled under the plan. I realize the participant is waiving this spousal death benefit and I voluntarily consent to the waiver. By signing this consent, I will **not** receive the benefit that would otherwise have been payable to me upon the participant's death, and voluntarily agree to the participant's designation of the beneficiary(ies) indicated above.

  X  

Date                     

*Spouse's signature - must be witnessed by a notary public OR authorized plan representative.*

Notary Stamp or Seal

Subscribed and sworn before me on the        day of       , the year       

State of       , County of       

My commission expires       

Signature of        notary or        authorized plan representative

  X  

Date                     

**Your  
Authorization  
and (if  
applicable)  
Waiver of  
QPSA**

I designate the beneficiary(ies) specified above to receive benefits under the plan upon my death. If I am married and my spouse is not the primary beneficiary for at least 50% of my account balance, I acknowledge that I have read an explanation of my spouse's right to receive a Qualified Pre-Retirement Survivor Annuity (QPSA) in the event I die prior to commencing benefits. I waive the requirement that this pre-retirement death benefit be paid in the form of a QPSA.

Signature

  X  

Date                     

**Plan Provisions**

**For Married Participants:** Before a distribution to a non-spouse beneficiary may be processed, you must waive your right to a spousal survivor annuity and your spouse must consent to the waiver. A valid waiver and spousal consent may be given only after you have been furnished with written explanations of your right to receive a Qualified Joint and Survivor Annuity (QJSA) at retirement, or a Qualified Pre-Retirement Survivor Annuity (QPSA) in the event you die before benefit payments begin.

**QPSA Rules:**

Explanation of QPSA for married participants: In the case of your death before retirement, the Plan will use no less than 50% of your vested account balance to purchase a pre-retirement survivor annuity (QPSA) from an insurance company for your spouse. If you desire a different form of payment or wish to designate a beneficiary other than your spouse, you must file a waiver of the QPSA with the Plan Administrator during the election period. Please contact the Plan Administrator concerning the available alternative forms of payment.

You may waive the QPSA by completing the Authorization on this form, and having your spouse consent to the waiver by completing the Spousal Consent section. Generally, you may waive the QPSA only during the "applicable election period." This period begins on the first day of the Plan year in which you attain age 35 and ends on the earlier of your death or the date on which your account balance commences to be paid under the Plan. Your plan may permit you to waive a QPSA prior to age 35; however, if this is the case any such election must be reaffirmed with appropriate spousal consent during the Plan Year in which you attain age 35. Please consult your plan administrator as to the terms of your plan. Your spouse's consent to the waiver of QPSA must be witnessed by either a notary or an authorized plan representative.

Continued on next page

Social Security Number                     

**DID YOU REMEMBER TO:**

- Sign the form
- Use whole numbers
- Initial any changes
- Have your spouse's signature notarized





**Please print using blue or black ink.** Keep a copy for your records and send the original form to the address above or fax it to 1-866-439-8602.

## Plan Provisions

If you die before you begin to receive benefits and the above-described waiver of the QPSA and the spousal consent have not been completed, the plan must:

1. Automatically pay a spousal death benefit consisting of at least 50% of your account balance to your surviving spouse (if any) as beneficiary,
2. Unless your spouse elects otherwise after your death, pay that death benefit in the form of an annuity. This annuity form of payment would provide your spouse with a series of monthly payments over his or her life. The amount of each payment would depend on your account balance and your spouse's age at the time of your death.

## General Provisions

- A. The terms of the plan govern the payment of any benefit.
- B. Primary beneficiary(ies). If more than one person is named and no percentages are indicated, payment will be made in equal shares to the Primary beneficiary(ies) who is living at the time the benefit first becomes payable. If a percentage is indicated and a Primary beneficiary(ies) is not alive at the time the benefit first becomes payable, the percentage of that beneficiary's designated share will be divided equally among the surviving Primary beneficiary(ies).
- C. If there is no Primary beneficiary(ies) living at the time of the participant's death, any benefit that becomes payable will be distributed to the surviving Secondary beneficiary(ies) listed, if applicable.
- D. Payment to Secondary beneficiary(ies) will be made according to the rules of succession described under Primary beneficiary(ies) in provision B above. If no designated beneficiary(ies) is alive when payment is otherwise payable, payment will be made in accordance with the plan.
- E. If a Trust is named as beneficiary, any payment to the Trust will be made as if the Trustee is acting in such fiduciary capacity until written notice to the contrary is received.

## Examples of Beneficiary Designations

If you feel that none of the examples below fit the type of beneficiary designation you want, please send a detailed description of what you propose to Prudential.

Use the term:

1. **"My Living Children"** if you want all your children (born or adopted of any marriage) living at the time of payment to equally share the benefit. This will also include all such children born or adopted after you completed the form. Do not include the names of your children if you use this term.
2. **"My Living Trust"** if you want to designate your Living Trust. You must also give the name(s) of the Trustee(s), name(s) of the successor Trustee(s) (Trustee and Successor Trustee cannot be the participant), the date of the Trust Agreement and the address if a bank or trust company is the Trustee.
3. **"My Testamentary Trust"** if you want to designate the Trust in your Last Will and Testament. Do not name your Trustee.
4. **"My Estate"** if you want the benefit to be paid to your estate.
5. **"(Name), Per Stirpes"** if you want the payment(s) to be paid up to and including the second generation of descendants. For example, if a beneficiary in such class is not living when a payment is due, such payment will be made in equal shares to any living sons and daughters (born or adopted of any marriage), of such beneficiary. If there are no living sons and daughters of such beneficiary when a payment is due, payment will be made to the estate of the last to die of the participant or such beneficiary. An example of a correct designation would be Jane Doe, Per Stirpes.

**This page is intentionally left blank.**

**Instructions**

- Complete this form in its entirety.
- Gather the appropriate documentation as requested in the 'Required Information' section of this form.
- Mail or fax this completed form and documentation as instructed below.
- Contact your previous recordkeeper or plan sponsor to initiate a disbursement from your previous account to Prudential.

**Form and  
Check  
Direction**

You should use this form if you want to roll over eligible money to your current account with Prudential.  
**Please complete using blue or black ink.**

Keep a copy of this form for your records and send the completed form and check to the following address. All checks, whether sent by you or your prior employer's plan, should be payable to 'Prudential for the benefit of (participant's name)' and should also include the last 4 digits of the individuals social security number. Please mail to the following address.

**Prudential**  
 30 Scranton Office Park  
 Scranton PA 18507-1789  
 Fax: 1-866-439-8602

**For Assistance**  
 Call 1-877-778-2100  
 Say "consolidate"

**Note:** Receipt of the completed form is required within 30 days of the receipt of check. Failure to send us the completed form may cause the check to be returned.

**About  
You**

To ensure proper and timely processing, please complete all fields below.

Prudential Plan number

Sub plan number (if applicable)

0 0 6 1 6 6

Social Security number

Daytime telephone number

- -

area code

First name

MI

Last name

Address

City

State ZIP code

Date of birth

Gender

Original Date Employed

M F

month day year

month day year

**To ensure proper and timely processing, please complete all fields below. You must include a copy of a statement from your prior retirement plan provider.**

Prior retirement plan provider name

[illegible]

Prior plan account number

\_\_\_\_\_

Prior retirement plan provider address

[illegible]

City

State

ZIP code

[illegible]

Prior retirement plan provider daytime telephone number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

*area code*

Previous retirement plan name

What type of plan are you rolling/transferring **FROM**?

401(k)

401(a)

403(a)

Cash Balance

403(b)

IRA

Governmental 457(b)

## Simplified Employee Pension (SEP) Plan

Please liquidate and rollover/transfer:

Total Account Value

**OR**

\$ | | | , | | | .00

## Rollover Allocation Information

If you **are enrolled** in the Plan and you have not made a rollover investment election by the time your rollover is processed, your rollover contribution will be invested in the same allocation as your employee contributions, **otherwise** it will be invested according to your current allocation. If you **are not enrolled** in the Plan, your rollover contribution will be invested in the default investment option selected by your Plan.

Any Roth dollars will be invested in the same allocation as your Roth contributions (if applicable).

If you wish to change your investment elections or transfer funds (if allowed under your plan), you can do so by calling Prudential toll-free at the number on the first page or go online at **[www.prudential.com/online/retirement](http://www.prudential.com/online/retirement)**.

**Required  
Information**

In order for your rollover to be approved, please be sure to submit proof to ensure the assets are acceptable and the plan satisfies the Code Sections indicated.

You will be required to provide the following documentation from the distributing retirement plan or IRA.

- A copy of a statement from the distributing plan or carrier that includes the plan name and identifies the type of plan (i.e., 401(a), 401(k) etc.),

**OR**

- A letter from the distributing plan or plan representative stating the plan is qualified under the applicable section of the Internal Revenue Code, or a copy of the plan's most recent determination letter or opinion letter.

---

**Minimum  
Distribution  
Information**

I understand that if I am age 70 ½ or older, the distributing provider is required to process the Required Minimum Distribution before these funds are rolled over to Prudential. I further understand that I need to direct the prior provider to distribute my Required Minimum Distribution prior to processing this rollover.

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**Disclosures**

If your transaction includes **after-tax dollars and/or Roth contributions**, your current provider or custodian needs to provide the amount of the **after-tax dollars and/or Roth contributions** along with the check, otherwise the entire amount will be applied as before-tax. Not all plans accept rollovers/transfers of **after-tax and/or Roth**. \*For Roth rollover contributions, a letter from the prior plan's administrator that provides (1) the amount of Roth contributions (basis) being rolled over, and (2) your "Roth Start Date."

The law requires that any withdrawals made of after tax monies from a retirement plan must have a proportionate amount of earnings attached to them. This means that if you happen to have after tax contributions that were made to your account in 1986 or before, you can take a withdrawal at a future date of just the principal amount and you will not be required to include earnings. Any after tax contributions made after that date you will be required to take a proportionate amount of earnings. Your prior record keeper should have been tracking your pre-1987 and post-1986 after tax contributions.

Please note: If Prudential does not receive the breakdown of your pre-1987 and post 1986 after tax contributions, the monies will be deposited as post 1986 after tax monies and will have a proportionate amount of earnings attached to them for any future withdrawals until such time as you provide documentation to prove otherwise. If Prudential does not receive your Roth start date or year, we will default it to current day.

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**Your  
Authorization**

I, the Plan participant, certify that all information on this form is accurate. I also certify that this transaction was distributed from a plan intended to satisfy the requirements of I.R.C. § 401(a), 403(a), 403(b), 457 (governmental only), or an IRA established pursuant to IRC § 408 and, which to the best of my knowledge, does satisfy them.

I additionally certify that this distribution can be rolled over into my account with Prudential because it:

- 1) is not one of a series of substantially equal periodic payments (not less frequently than annually) distributed over my life or life expectancy (or the joint lives [or joint life expectancies] of me and my beneficiary) or over a period equal to or greater than 10 years,
- 2) was received by me not more than 60 days before the date of the rollover to the Plan,
- 3) would be includible in gross income if not rolled over in its entirety, unless after-tax or Roth contributions, which have been previously taxed.
- 4) does not represent a Required Minimum Distribution, a hardship distribution, or a corrective distribution (for example: corrections of elective deferrals or elective contributions, etc.), and
- 5) was distributed to me as an employee (not as a beneficiary) or as a surviving spouse.

**X**

Date

\_\_\_\_\_  
*Participant's/Account Owner's signature*



## Automated Enrollment Declination Form THE SPECTRUM BRANDS 401(K)

### Instructions

Please print using blue or black ink. Fill out this form only if you do not want to participate in the retirement plan. Keep a copy of this form for your records and return the completed form to address below or fax it to 1-866-439-8602.

**Prudential**  
30 Scranton Office Park  
Scranton, PA 18507-1789

**Questions ?**  
Call 1-877-778-2100  
for assistance.

Notice to employees: If you do not opt out of participating in the plan, you will be automatically enrolled in the plan and 3% of your salary will be deducted and contributed each pay period. Contributions will be allocated as follows: Life Cycle Funds Portfolio.

### About You

Plan number

Sub plan number (if applicable)

0 0 6 1 6 6

Social Security number

Daytime telephone number

- -

- - -

area code

First name

MI

Last name

Address

City

State

ZIP code

-

Date of birth

Gender

Original Date Employed

month

day

year

M

F

month

day

year

month

day

year

month

day

year

### Election Not To Participate

☐

I choose not to participate in my employer-sponsored retirement plan at this time. I understand I may revoke this election at a later date as provided by my plan.

### Your

Authorization Signature X

Date

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