SUMMARY PLAN DESCRIPTION

Locke Lord LLP

Retirement Savings Plan

This information is not intended to be a substitute for specific individualized tax, legal, or investment planning advice. Where specific advice is necessary or appropriate, you should consult with a qualified tax advisor, CPA, Financial Planner, or Investment Manager.

Prepared April 2023

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Introduction

Type of Plan
Effective January 1, 2022, Locke Lord LLP amended and restated its 401(k) plan. The plan is named the Locke Lord LLP Retirement Savings Plan, but it will be referred to in this Summary as the *Plan*. The Plan contains a cash or deferred arrangement, and once you're eligible to participate, you can contribute to the Plan on a tax deferred basis by payroll deductions.

Plan Sponsor
Locke Lord LLP is the sponsor of the Plan and will sometimes be referred to in this Summary as the "Sponsoring Employer," the "Employer," "we," "us" or "our". Our address is 2200 Ross Avenue, Suite 2800, Dallas, TX 75201; our telephone number is (214) 740-8000; and our employer identification number is 74-1164324.

Purpose of This Summary
This booklet is called a Summary Plan Description (the "SPD") and it is meant to describe highlights of the Plan in understandable language. It is not, however, meant to be a complete description of the Plan, nor is it meant to interpret, extend or change the provisions of the Plan in any way. If there is a conflict between this SPD and the Plan, the provisions of the Plan control your right to benefits. A copy of the Plan and related documents are on file with the Administrator, and you can read them at any reasonable time. Also, no provision of the Plan or this SPD is intended to give you the right to continued employment or to prohibit changes in the terms or conditions of your employment. If you have any questions that are not addressed in this SPD, you can contact the Administrator (described in the next section) during normal business hours.

Who to Contact for Account Questions[1]
Schwab Retirement Plan Services, Inc. is the plan recordkeeper. Participant Services Representatives are available at 800-724-7526 during prescribed business hours if you have questions about your Account or want to know more about saving.

Account Access
You can check balances, request investment information, choose investments, change how much you save, and more at 800-724-7526 or https://www.workplace.schwab.com.

Plan Administration

Plan Trustee[2]
The Plan is administered under a written plan and trust agreement, with Charles Schwab Trust Bank as the trustee. The trustee can be contacted at 2360 Corporate Circle, Suite 400, Henderson, NV 89074.

Plan Administrator
All matters that concern the operation of the Plan are the responsibility of the Plan Administrator ("Administrator"). The Administrator is Lock Lord LLP Employee Benefits Committee, whose address is 2200 Ross Avenue, Suite 2800, Dallas, TX 75201, and whose telephone number is (214) 740-8000. The Administrator has the power and discretionary authority to interpret the terms of the Plan based on the Plan document and existing laws and regulations, as well as the power to determine all questions that arise under the Plan. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited service, Disability, and retirement, or to interpret any other term contained in the Plan and related documents. The Administrator's interpretations and determinations are binding on all Participants, employees, former employees, and their beneficiaries.

[1] Schwab Retirement Plan Services, Inc. provides recordkeeping and related services with respect to retirement plans and has provided this communication to you as part of the recordkeeping services it provides to the Plan.

[2] Trust, custody, and deposit products and services are available through Charles Schwab Trust Bank.

Plan Number
For identification purposes, we have assigned number 001 to the Plan.

Plan Year
The Plan Year is the 12-month accounting year of the Plan, which begins each January 1st and ends the following December 31st.

Service of Legal Process
If you have to bring legal action against the Plan for any reason, legal process can be served on the Director of Human Resources at Locke Lord LLP, 2200 Ross Avenue, Suite 2800, Dallas, TX 75201. Legal process can also be served on the trustee or on the Administrator. You must exhaust the Plan's claims procedures (see the Section titled *Claims Procedures)* before you can bring legal action against the Plan.

Service Crediting

Your Service refers to the portion of your employment with us that is used to determine your eligibility to participate in the Plan; and to determine whether you are entitled to a contribution allocation for an Allocation Period. The way your Service is determined is described in more detail below.

Hour of Service
You are credited with an Hour of Service for each hour that you have a right to be paid by us for the performance of your duties. This includes the actual number of hours that you work and hours for which you are paid but are not at work, such as paid vacation, paid holidays, or paid sick leave.

Year of Eligibility Service
A Year of Eligibility Service is a period of time used to determine your eligibility to participate in one or more parts of the Plan as follows:

(a) For the 401(k) Contribution part of the Plan, you will be credited with a Year of Eligibility Service for each 1-year Period of Service.

(b) For the Employer Profit Sharing Contribution part of the Plan, you will be credited with a Year of Eligibility Service for each 12-consecutive month Eligibility Computation Period in which you are credited with at least 1,000 Hours of Service. Your initial Eligibility Computation Period begins on your date of hire. Your second Eligibility Computation Period overlaps your first Eligibility Computation Period and begins on the first day of the Plan Year which begins prior to the first anniversary of your date of hire. For example, if your date of hire is March 1st, your first Eligibility Computation Period will end on the last day of the following February, but your second Eligibility Computation Period will have already begun on the immediately preceding January 1st and will end the following December 31st. Each succeeding Eligibility Computation Period (if required) will begin January 1st and end December 31st. Whenever your eligibility in a particular part of the Plan is determined by the length of your service, you will not be credited with a Year of Eligibility Service until the last day of the applicable 12-month Eligibility Computation Period during which you are credited with at least 1,000 Hours of Service.

Break in Eligibility Service
You will incur a Break in Eligibility Service if you are not credited with more than 500 Hours of Service during any 12-consecutive month Eligibility Computation Period. However, in certain circumstances, such as taking time off to give birth to a child or to adopt a child, or taking time off to care for a child following the birth or adoption, you will be credited with 501 Hours of Service even though you did not actually work 501 hours in order to prevent you from incurring a Break in Eligibility Service (but this type of special credit will not be used to determine your Years of Eligibility Service or to determine your entitlement to a contribution for any Allocation Period).

Long-Term Part-Time Employees
If the Plan is subject to the Long-Term Part-Time rules, and you are a Long-Term Part-Time Employee (and not otherwise excluded under the Plan), you will be eligible to make 401(k) Contributions upon the earlier of (a) satisfaction of the Plan’s service requirement applicable to you; or (b) completion of at least 500 Hours of Service

during each of three consecutive 12-month Eligibility Computation Periods. You must also meet any age and Entry Date requirements imposed by the Plan. Any 12-month Eligibility Computation Period prior to January 1, 2021, is not considered when determining eligibility for Long-Term Part-Time Employees. This special rule for participation does not apply to you if you are subject to a collective bargaining agreement. The rules for determining your service requirements under these Long-Term Part-Time rules are complex. For more information, please contact the Administrator.

Year of Vesting Service
A Year of Vesting Service is a period of time used to determine your Vested Interest in one or more of your Accounts. You will be credited with a Year of Vesting Service for each Vesting Computation Period during which you are credited with at least 1,000 Hours of Service. The Vesting Computation Period is the Plan Year.

Break in Vesting Service
You will incur a Break in Vesting Service if you are not credited with more than 500 Hours of Service during a Vesting Computation Period. However, in certain circumstances, such as taking time off to give birth to a child or to adopt a child, or taking time off to care for a child following the birth or adoption, you will be credited with 501 Hours of Service even though you did not actually work 501 hours in order to prevent you from incurring a Break in Vesting Service (but this type of special credit will not be used to determine your Years of Vesting Service or to determine your entitlement to a contribution for any Allocation Period).

Period of Service
A Period of Service, in general, is a period of time that begins on your date of hire and ends on the date you terminate employment or incur a Break in Eligibility Service or a Break in Vesting Service. The rules for determining your Period of Service are more complex than the explanation described in this section, especially the rules that apply if you terminate employment and are then rehired. For more information, you can check with the Administrator.

Prior Service Crediting
All service with us, any Adopting Employer, any Affiliated Employer, if applicable, and with the companies and/or acquisitions listed below will be credited when determining your eligibility to participate in the Plan and to determine your Vested Interest in all your Accounts. Please see the Administrator for specific details.

- Liddell, Sapp, Zivley, Hill & LaBoon, LLP;
- Locke Purnell Rain Harrell (a Professional Corporation);
- Lord Bissell & Brook LLP as of September 25, 2009;
- Morgan & Finnegan, LLP, a New York limited liability partnership, for each Eligible Employee hired on or after February 2, 2009 for service between January 1, 2009 and February 2, 2009, inclusive; and
- any other business organization which has been acquired by any of the aforementioned employers whether by merger, stock purchase or acquisition of the assets and business of the organization during the time the qualified plan was maintained in determining eligibility to participate in the Profit Sharing Component of the Plan

401(k) Contributions

How the Contribution Is Determined
Once you become a Participant, you can begin making 401(k) Contributions. 401(k) Contributions are amounts that you elect to contribute to the Plan through payroll withholding, and they are made on a pre-tax basis (that is, they are deducted from your Compensation free of current income taxes but are fully taxable when they are subsequently distributed from the Plan) or on an after-tax basis (that is, as Roth 401(k) Contributions, which are deducted from your Compensation on an after-tax basis but may be distributed on a tax-free basis if certain requirements are met). You can designate up to 100% of your 401(k) Contributions as Roth 401(k) Contributions.

Your pre-tax 401(k) Contributions, plus any Roth 401(k) Contributions you make, can't exceed 75% of your Compensation, or if less, the dollar limit on 401(k) Contributions announced annually by the IRS, which is $22,500 for the 2023 calendar year. You may make a separate bonus election in addition to your regular 401(k) Contributions, up to the lesser of 100% of your Compensation or the annual IRS dollar limit noted above when combined with your

elective deferral contributions. In addition, for any calendar year in which you are age 50 or older, you can also make additional "catch-up" 401(k) Contributions in excess of the annual dollar limit on 401(k) Contributions described above. The catch-up contribution limit is also announced annually by the IRS and is $7,500 for the 2023 calendar year.

Roth 401(k) Contributions
There are two types of 401(k) Contributions permitted under the Plan – pre-tax 401(k) Contributions and Roth 401(k) Contributions. You may make either or both types of 401(k) Contributions during a year, provided the total amount of your combined pre-tax 401(k) Contributions and Roth 401(k) Contributions does not exceed any plan-imposed limitation (e.g., a specified percentage of Compensation) or the IRS maximum deferral limit for that year.

Generally, pre-tax 401(k) Contributions are deducted from your paycheck each pay period before Federal and most state income taxes have been calculated. That means pre-tax 401(k) Contributions lower your current taxable income. You do not pay income taxes on your pre-tax 401(k) Contributions until you receive them as a distribution when you retire or terminate employment.

In contrast, Roth 401(k) Contributions are deducted from your paycheck after income taxes have been calculated. However, you will not pay additional taxes on Roth 401(k) Contributions, or the investment earnings on Roth 401(k) Contributions, when they are distributed from the Plan provided that you meet certain criteria (see the section titled *Tax Withholding on Distributions*).

Unless specifically stated otherwise, Roth 401(k) Contributions are treated just like pre-tax 401(k) Contributions for all plan purposes. As such, any reference in this Summary Plan Description to “401(k) Contributions” or “elective deferrals” shall mean both your pre-tax 401(k) Contributions and Roth 401(k) Contributions.

How You Become a Participant
To become a Participant in this part of the Plan, you must satisfy the following criteria: (a) you must be an Eligible Employee; (b) you must satisfy the age requirement; and (c) you must be employed by us on the applicable Entry Date.

You may irrevocably waive participation in this Plan if you provide a written request to the Administrator on or before the date you first become eligible to participant in the Plan. This waiver will prevent you from participating in any part of this Plan or any other plan maintained by the Employer and may not be rescinded at a later date. Please see the Administrator for more details.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Non-Resident Alien Employees; (c) Merger and Acquisition Employees; (d) Leased Employees; (e) Employees who are classified as independent contractors, even if later reclassified as common law employees by a court or governmental authority; ; (f) Employees classified by the Employer as Security Personnel, law school clerks or college student employees; (g) Employees who irrevocably opted out of participation in the plan; (h) residents of Puerto Rico; (i) Employees classified by the Employer as Contract Lawyers under the "Policy for Non-Traditional Employment Arrangements"; (j) effective for periods prior to January 1, 2017, individuals who were hired subsequent to January 9, 2015 to work in a legacy Edward Wildman Palmer LLP (“EWP”) office (for avoidance of doubt, in those cities where each of EWP and Locke Lord maintained an office, the address of such EWP offices are as follows: Chicago, IL: 225 W Wacker Drive; New York City: 750 Lexington Avenue; Los Angeles, CA: 1901 Avenue of the Stars, Suite 1700; and Washington, DC: 1875 Eye Street, NW); and (k) employees of an affiliated employer, unless such affiliated employer has specifically adopted the Plan in writing .

- **Age Requirement.** You must be at least 18 years of age.

- **Entry Date.** You will enter this part of the Plan as a Participant on the same date that you satisfy the age requirement described above.

Salary Deferral Agreements
Unless you are subject to automatic enrollment, you must file a Salary Deferral Agreement with the Administrator before you can begin making 401(k) Contributions to the Plan. Your Salary Deferral Agreement is where you indicate the amount that you want us to withhold from your Compensation and contribute to the Plan on your behalf. This is also where you indicate the amount you want us to withhold from any bonuses you receive if that amount is different from the amount you indicated with respect to your Compensation. This is also where you indicate if you want all or any part of the amount withheld to be treated as a Roth 401(k) Contribution. You can elect to contribute either a percentage of your Compensation or a flat dollar amount as your 401(k) Contributions.

After your initial election, you can change your Salary Deferral Agreement by filing a new agreement with the Administrator at any time. You can also cancel your Salary Deferral agreement at any time by giving written notice to the Administrator on the date(s) established by the Administrator for such purpose. Your cancellation will be implemented as soon as administratively possible after your notice is received. If you do cancel your agreement, you will not be permitted to make a new election until the first available date that you would otherwise be entitled to change an existing agreement as described above. If your employment terminates, and you are rehired, your Salary Deferral Agreement will not be reinstated.

The Administrator from time to time may establish additional administrative procedures (or change existing procedures) concerning deferral elections, in which case you will be appropriately notified. The Administrator can also temporarily suspend your deferral agreement if you reach the maximum deferral amount that is permitted by law or by the Plan, or if the Administrator believes the Plan may fail certain required non-discrimination tests. You will be notified if your deferral agreement is temporarily suspended.

Automatic Enrollment
The Plan provides for automatic enrollment with respect to certain "Covered" Employees. If you (a) were hired on or after January 1, 2022, or (b) terminated employment and were rehired, we will automatically withhold 3% (the "default percentage") as a 401(k) Contribution unless you elect to withhold a different percentage of Compensation or to not withhold at all. Although bonuses are generally included in Compensation, they will not be subject to these automatic enrollment provisions.

You will be given a notice before you become a Covered Employee that describes (a) the amount of the automatic contribution percentage to be withheld from your Compensation in the absence of your election to the contrary; (b) your right to elect to have no 401(k) Contributions made on your behalf or to have a different amount of 401(k) Contributions made; and (c) how 401(k) Contributions withheld by automatic enrollment will be invested in the absence of your investment instructions. You will have a reasonable period of time after receiving the notice to elect not to participate or to make a different level of contribution. As long as you remain a Covered Employee, you will receive a new notice that contains the information described above before the beginning of each subsequent Plan Year.

Please note that this is only a general description of the automatic enrollment feature of the Plan. A more detailed description is contained in the Plan's automatic enrollment notice, to which you should refer for more information.

How Your Compensation Is Determined
In general, you can make 401(k) Contributions from all of the Compensation that is paid or made available to you during the Plan Year, excluding any Compensation received (a) while you are a member of an ineligible class of Employees with respect to this part of the Plan; (b) prior to the date you become a Participant with respect to this part of the Plan; and (c) any compensation resulting from paid disability leave, but only if the Participant is an Equity or Income Partner.

How Your Vested Interest Is Determined
Your Vested Interest in your 401(k) Contributions Account is 100% at all times.

Profit Sharing Contributions

How the Contribution Is Determined

We may also make Profit Sharing Contributions to the Plan. Making these contributions is totally discretionary on our part, as is the amount should we decide to make them. The Allocation Period for this contribution is each payroll period.

How You Become a Participant

To become a Participant in this part of the Plan, you must satisfy the following criteria: (a) you must be an Eligible Employee; (b) you must satisfy the age requirement and the service requirement; and (c) you must be employed by us on the applicable Entry Date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Non-Resident Alien Employees; (c) Merger and Acquisition Employees; (d) Leased Employees; (e) Employees who are classified as independent contractors, even if later reclassified as common law employees by a court or governmental authority; (f) Employees classified by the Employer as Security Personnel, law school clerks or college student employees; (g) employees who irrecoverably opted out of participation in the plan; (h) residents of Puerto Rico; (i) Employees classified by the Employer as Contract Lawyers under the "Policy for Non-Traditional Employment Arrangements"; (j) effective for periods prior to January 1, 2017, individuals who are hired subsequent to January 9, 2015 to work in a legacy Edward Wildman Palmer LLP ("EWP") office (for avoidance of doubt, in those cities where each of EWP and Locke Lord maintained an office, the address of such EWP offices are as follows: Chicago, IL: 225 W Wacker Drive; New York City: 750 Lexington Avenue; Los Angeles, CA: 1901 Avenue of the Stars, Suite 1700; and Washington, DC: 1875 Eye Street, NW); (k) Associate Attorneys; Senior Counsel and Of Counsel Attorneys (prior to January 1, 2019 included Counsel Attorneys), unless specifically included in the Plan as provided for in an individual agreement with the Managing Partner or in the minutes of a meeting held by the Employer's Management Committee (unless eligibility to participate in the Profit Sharing Contribution component of this Plan is grandfathered); (l) Employees classified as "Employees not eligible for benefits"; (m) effective January 1, 2017 Employees classified as Patent Agents, Technology Specialists, or Contract Attorneys; (n) effective January 1, 2017 Employees employed on a project basis (unless Employee completes 1 Year of Eligibility Service, then such Employee will become an Eligible Employee); (o) effective January 1, 2018, Employees who are classified as Form W-2 non-equity partners. However, any such Employee who had satisfied the requirements to receive a Profit Sharing Contribution for the Plan Year ending December 31, 2018 shall receive a Profit Sharing Contribution for the 2018 Plan Year); (p) effective January 1, 2019, Employees classified as International Counsel Attorneys (foreign nationals receiving U.S. income); and (q) employees of an affiliated employer, unless such affiliated employer has specifically adopted the Plan in writing. The following Employees are grandfathered effective January 1, 2017, and eligible for Profit Sharing Contributions: Employees who are Senior Counsel Attorneys, Counsel Attorneys or Of Counsel Attorneys who were previously eligible to participate in the Edwards Wildman Retirement Savings Plan.

- **Age Requirement.** You must be at least 18 years of age.

- **Service Requirement.** You must be credited with at least 1 Year of Eligibility Service.

- **Entry Date.** You will enter this part of the Plan as a Participant on the January 1st or July 1st that coincides with or follows the date that you satisfy both the age and the service requirements described above.

How You Qualify For a Contribution Allocation

Once you become a Participant in this part of the Plan, you are eligible for a Profit Sharing Contribution for any Allocation Period in which we make one if you are employed for at least one day during that Allocation Period and credited with at least one Hour of Service. Profit Sharing Contributions are allocated to your Profit Sharing Contribution Account.

How the Contribution Is Allocated
Profit Sharing Contributions are allocated using the grouping method. Under this method, you will be assigned to a group which will share in the contribution (if any) that we make for that group. The amount contributed for each group will be allocated in the ratio that the Compensation of each Participant who is a member of that group bears to the total Compensation of all Participants who are members of that group. This means that the amount allocated to the Profit Sharing Contribution Account of each Participant who is a member of that group will, as a percentage of Compensation, be the same. For example, if the contribution made for a particular group is equal to 5% of the total Compensation of all Participants who are members of that group, then that is the amount that will actually be allocated to each such Participant's Profit Sharing Contribution Account.

How Your Compensation Is Determined
In general, the amount of any Profit Sharing Contributions made on your behalf is based on your base salary paid or made available to you during the Plan Year, including Elective Contributions and compensation resulting from paid disability leave, and including any amount that is a make-up payment for a base salary reduction during the 2020 Plan Year, which is based on your basic rate of annual compensation without regard to such items as bonuses, overtime wages, imputed income, and excluding any Compensation received (a) while you are a member of an ineligible class of Employees with respect to this part of the Plan and (b) prior to the date you become a Participant with respect to this part of the Plan. In determining the Profit Sharing Contribution for Self-Employed Individuals, the term Compensation means the individual's Earned Income. If we elect to satisfy non-discrimination rules by providing a minimum allocation gateway contribution, then "Compensation" used to calculate the contribution will be the same Compensation described under the "How Your Compensation Is Determined" paragraph within the 401(k) Contributions section on page 5 of this document. However, no contributions will be made with respect to Compensation in excess of the annual dollar limit on Compensation, which is announced annually by the IRS, and which is $330,000 for the 2023 calendar year.

How Your Vested Interest Is Determined
Your Vested Interest in your Profit Sharing Contribution Account is 100% at all times.

Top Heavy Requirements

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered "top heavy." The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are Key Employees. However, the Plan may be exempt from this requirement in any Plan Year if certain conditions are satisfied. If the Plan is not exempt, then for each Plan Year in which the Plan is considered top heavy and in which you are a non-Key Employee who is employed by us on the last day of the Plan Year, you will receive a minimum allocation to this Plan or another plan that we sponsor equal to the lesser of 3% of your Compensation for the entire Plan Year or the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are Key Employees.

Maximum Allocation Limitations

The amount of contributions and forfeitures that can be allocated to your Account for any Plan Year is limited by law to the lesser of 100% of your Compensation or the annual dollar limit, which is announced annually by the IRS and is $66,000 for the 2023 calendar year. However, this dollar limit does not apply to the amount of earnings that can be allocated to your Account, to the "catch-up" contributions you can make to the Plan, to the amount of any Rollover Contributions you can make to the Plan, or to any other funds transferred to this Plan on your behalf from another qualified plan.

Rollover Contributions

If you participated in another retirement plan, you may be permitted to roll over any distribution you receive from the other plan to this Plan if all legal requirements and any requirements imposed by the Administrator on such rollovers are satisfied. If you decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. If this Plan accepts a Rollover Contribution of Roth 401(k) Contributions, it will separately account for the Roth 401(k) Contributions and for any prior and subsequent earnings or losses attributable to such Roth 401(k) Contributions. Your Vested Interest in your Rollover Account will be 100% at all times.

Specifically, if you are eligible to participate in this Plan (whether or not you have met the participation requirements), then you may roll over amounts from the following retirement plans:

- qualified plans excluding After-Tax Contributions;
- a 403(a) or 403(b) annuity plan excluding After-Tax Contributions;
- governmental plans (Code Section 457(b) plans);
- Roth 401(k) Contributions made to any plan described above; and
- Individual Retirement Accounts ("IRAs") and individual retirement annuities.

Distribution of Benefits

Distributions for Reasons Other Than Death

If your employment is terminated for any reason other than death, your Vested Interest will be distributed within an administratively feasible time after you request payment. Your Vested Interest will be distributed in a lump sum which can be paid to you or, at your election, can be rolled over to another qualified retirement plan or to an individual retirement account. You can also elect not to receive a lump sum and instead elect (a) substantially equal installment payments over a specified period of time; or (b) partial payments in amounts no less than $1,000 that you request from time to time.

There are rules which require that certain minimum distributions be made from the Plan. Generally, these minimum distributions must begin by the later of (a) the April 1st following the end of the calendar year in which you reach age 72 (or age 70½ if you reached age 70½ by December 31, 2019) or (b) the April 1st following the end of the calendar year in which you retire. However, if you are a 5% owner, you must begin receiving these distributions by the April 1st following the end of the calendar year in which you reach age 72 (or age 70½ if you reached age 70½ by December 31, 2019) even if you are still employed by the Employer. If the minimum distributions do not become payable until after you terminate employment, and the only form of distribution at termination is a lump sum, you will receive your entire Account balance.

Distribution of benefits because of Disability (as defined in the *Glossary*) will commence at the earliest time permitted after your Termination of Employment.

Distributions Upon Death

Your Vested Interest will be distributed to your beneficiary as soon as administratively feasible after your death. If you are not married, you can name anyone to be your beneficiary. If you are married, your Spouse by law is your beneficiary unless he or she waives the death benefit in writing. Your beneficiary can elect to receive (a) a lump sum; or (b) substantially equal installment payments over a specified period of time (although there are limits on how long installment payments can be made, which will be explained to your beneficiary at the appropriate time).

If you fail to designate a beneficiary, or if the beneficiary is not alive at the time of your death, the death benefit will be paid in the following order of priority to: (a) your Spouse; (b) your children, including adopted children, and any descendants of deceased children (i.e., "per stirpes"); (c) your surviving parents, in equal shares; and (d) your estate. If you designate your Spouse as beneficiary and later become divorced, the designation of your Spouse as beneficiary will no longer be valid. Under these circumstances, you should submit a new beneficiary designation.

After your death, the distribution to your beneficiary must be made within certain legal timeframes that are dependent upon several factors, including (a) whether you have a designated beneficiary, (b) your relationship to the beneficiary (spousal or non-spousal beneficiary), and (c) certain elections that your beneficiary may make after your death. Contact the Administrator or consult with a qualified tax advisor or financial planner for more information regarding payments to beneficiaries.

Cash-Outs of Small Accounts

If your employment is terminated for any reason and your Vested Interest is $5,000 or less (excluding your Rollover Account balance) it will be distributed in a lump sum, or, at your election, will be rolled over to another qualified retirement plan or to an individual retirement account ("IRA") of your choosing. However, if you do not make an election, then the distribution (a) will be made in a lump sum if your Vested Interest is $1,000 or less; or (b) if your Vested Interest is more than $1,000, will be rolled over to an IRA that we establish for you at an IRA provider. The IRA provider may charge your IRA for any expenses associated with the establishment and maintenance of the IRA and with the investments of the IRA. You will be given more information at the time of distribution regarding the IRA provider and any associated fees or expenses.

In-Service Distributions

As long as you remain employed by us, you can elect at any time to take a lump sum distribution of up to 100% of your Vested Interest in the following Accounts:

- **401(k) Contributions Account.** You can request a distribution from your 401(k) Contributions Account if you have reached age 59½.

- **Qualified Non-Elective Contribution Account.** You can request a distribution from your Qualified Non-Elective Contribution Account if you have reached age 59½. This account is one to which we may elect to make contributions in order to pass certain Plan testing requirements.

- **Profit Sharing Contribution Account.** You can request a distribution from your Profit Sharing Contribution Account if you have satisfied at least one of the following requirements: (a) you have reached age 55; (b) you have been a Participant for at least 5 years; or (c) the amount being distributed has accumulated in the Account for at least 2 years.

- **Rollover Contribution Account.** You can request a distribution from your Rollover Contribution Account at any time.

- **Frozen Employer Matching Contribution Account.** You can request a distribution from your prior Employer Matching Contribution Account if you have reached age 59½.

- **Frozen Safe Harbor Profit Sharing Contribution Account.** You can request a distribution from your prior Safe Harbor Profit Sharing Contribution Account if you have reached age 59½.

- **Frozen Voluntary Employee Contribution Account.** You can request a distribution from your frozen Voluntary Employee Contribution Account at any time.

Hardship Distributions

As long as you are an employee, you can take a distribution to pay for a financial hardship caused by one or more of the following circumstances:

- Unreimbursed expenses for medical care (or unreimbursed expenses necessary to obtain medical care) incurred by you, your Spouse, your dependents, or the person named as your primary Plan beneficiary, provided the expenses are the type that are considered tax deductible under the Internal Revenue Code.
- Costs related to the purchase of your principal residence (excluding mortgage payments).
- Payments necessary to prevent eviction from your principal residence or to prevent foreclosure on the mortgage of your principal residence.

- Tuition, related educational fees, and room and board, for up to the next 12 months of post-secondary education for you, your Spouse, your children, other eligible dependents, or the person named as your primary Plan beneficiary.
- Funeral expenses for your parent, your Spouse, your children, other eligible dependents, or the person named as your primary Plan beneficiary.
- Expenses for repair of damage to your principal residence that would qualify for a casualty deduction (without regard to whether the loss exceeds 10% of your adjusted gross income or whether the loss is attributable to a federally declared disaster).
- Expenses and losses (including loss of income) you incur on account of a disaster declared by the Federal Emergency Management Agency (FEMA) provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.
- Any other distribution which is deemed by the Commissioner of Internal Revenue to be made on account of immediate and heavy financial need as provided in Treasury Regulations.

If you have one of the above expenses, a hardship distribution can only be made if the following rules are also satisfied:

- The hardship distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the hardship distribution.
- You must have taken any other distribution available under this or any Plan maintained by us.
- You must represent, in writing, by an electronic medium, or in such other form required by the Administrator, that you have insufficient cash or other liquid assets reasonably available to satisfy your financial need.

Hardship distributions can be taken from (a) your Pre-tax 401(k) Contributions Account(s); and (b) your Roth 401(k) Contributions Account(s).

Loans to Participants

You are permitted to borrow from the Plan with the approval of the Administrator using an electronic authorization system available by contacting a Participant Services Representative at 800-724-7526 or on the website at https://www.workplace.schwab.com (see page 1). Loans will be made only to actively employed Participants in accordance with the Loan Policy established by the Administrator. Your vested Account balance is used as security for the loan.

Loans will be made pursuant to the following terms:

- You may have a maximum of 2 loans outstanding at any time.
- The minimum amount of a loan is $1,000.
- The maximum amount of the loan, when added to the outstanding balance of all other loans from the Plan, is generally the lesser of 50% of your vested Account balance or $50,000 (reduced by the excess of your highest outstanding loan balance during the prior 1-year period over the outstanding loan balance as of the day the loan is made).
- The loan term may not exceed 5 years, except that any loan used to purchase your principal residence may be repaid over a 10-year period.
- Loans are available from the vested portion of all of your Accounts.
- The following loan fee will be charged to your Account: $50 to establish the loan.

You will be charged a reasonable rate of interest on any loan that you take from the Plan. Loan proceeds are generally taken pro-rata from investment funds in which your Account balance is invested. All payments of principal and

interest that you make on a loan will be credited to your Account. Loan payments must be made through payroll deduction. However, if you need to make up missed payments, you may continue to make periodic loan repayments by any method agreed to by the Administrator and Schwab Retirement Plan Services, Inc. Such payments should be made payable to the Locke Lord LLP Retirement Savings Plan, and submitted directly to Schwab Retirement Plan Services, Inc. for processing.

If you fail to make payments when they are due under the loan terms, you will be considered to be in "default." A loan in default may be treated as a distribution from the Plan, thus resulting in taxable income to you. In any event, your failure to repay a loan will reduce the benefit that you would otherwise be entitled to from the Plan.

Note that if you have an unpaid leave of absence or go on military leave while you have an outstanding loan, you may qualify for a suspension of loan payments. If you are on a bona fide leave of absence, you may make loan repayments by any method agreed to by the Administrator and Schwab Retirement Plan Services, Inc. Upon termination of employment, all loans will immediately become due and payable. If a loan is not repaid within a reasonable time following termination, it will be offset against your vested Account balance.

The Administrator may periodically revise the Plan's loan policy. For further details on Plan loans, you may request a copy of the Loan Policy from the Administrator.

Investment of Accounts

Subject to an investment policy established by the Administrator, you can direct how your Account will be invested. You can choose from any investment options offered by the Plan. You can switch between investments as often as is permitted under the investment options you choose. All earnings and losses on your directed investments will be credited directly to your Account. Investment results will reflect any fees and investment expenses for the investments you select. You may request more information on fees associated with an investment option from the Administrator. At the appropriate time, we will provide you with more detailed information about the investment options offered by the Plan.

We intend to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that if you are permitted to exercise independent control over the investment of your Account and you are offered a reasonably diverse selection of well managed investment options, then the fiduciaries of the Plan, including the Administrator and us, may be relieved of certain liabilities for any losses which occur because you exercise control.

Generally, you will receive a quarterly statement that contains information regarding your investment choice(s), any contributions received by the Plan during that quarter, your investment gains or losses, ending fund balances, and your vested percentage.

Other Protected Benefits, Grandfathered, and Superseding Plan Provisions

The Plan includes prior features that were available under prior Plan terms or under the terms of a merged plan but are not generally available under the current Plan terms. These features are required to be protected under the Internal Revenue Code. The protected features are listed below.

- **Edwards Wildman Prior Employer Contribution Account.** You can request a distribution from your Profit Sharing Contribution Account if you have satisfied at least one of the following requirements: (a) you have reached age 55; (b) you have been a Participant for at least 5 years; or (c) the amount being distributed has accumulated in the Account for at least 2 years.

- **Prior Edwards Wildman Contribution Accounts.** If you were actively employed with the Employer as of March 28, 2017, and were a Participant in the Edwards Wildman 401(k) Savings Plan or the Edwards Wildman Retirement Savings Plan, your Employer Contribution Accounts under either of the Edwards Wildman plans shall be 100% Vested as of March 28, 2017.

If you were a participant in the Edwards Wildman 401(k) Savings Plan or the Edwards Wildman Retirement Savings Plan and your employment terminated prior to March 28, 2017, your Employer contribution accounts under either plan shall have a Vested Interest as determined by the Vesting schedule below based on the your credited Years of Vesting Service. In the event you resume employment with the Employer, you shall become 100% Vested in all of your accounts. In determining your Vested Interest under this paragraph, all Years of Vesting Service will be counted.

1 Year of Vesting Service ..... 0% Vested
2 Years of Vesting Service ..... 20% Vested
3 Years of Vesting Service ..... 40% Vested
4 Years of Vesting Service ..... 60% Vested
5 Years of Vesting Service ..... 100% Vested

- **Prior Locke Lord Employer Contribution Accounts.** Your Vested Interest in your prior Employer Profit Sharing Contribution Account, prior Employer Discretionary Contribution Account, prior Safe Harbor Profit Sharing Contribution Account, prior Voluntary Employee (After-Tax) Contribution Account and prior Employer Matching Contribution Accounts is 100% at all times.

Tax Withholding on Distributions

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

Direct Rollovers Not Subject to Tax
Any eligible distribution that is directly rolled over to another eligible retirement account (either another qualified retirement plan or an individual retirement account) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be directly rolled over to another eligible retirement account unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, or over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you by law. There are other distributions that are not eligible for direct rollover treatment, and you should contact the Administrator if you have questions about a particular distribution.

20% Withholding on Taxable Distributions
If you have your benefit paid to you and it's eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still rollover all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

Tax Treatment of Roth 401(k) Distributions
The tax treatment of a distribution of Roth 401(k) contributions (and the associated investment earnings) depends upon whether the distribution is a "qualified Roth distribution" or a "nonqualified Roth distribution". If the distribution is a "qualified Roth distribution," then the entire amount distributed is tax-free, even the portion attributable to investment earnings on the Roth 401(k) contributions. To be considered a "qualified Roth distribution," the following two conditions must be met:

- You have satisfied the 5-year rule (also known as the 5-year clock); and
- The distribution is made after you have reached age 59 ½, died or become disabled.

The 5-year rule is satisfied if the Roth 401(k) distribution occurs at least five (5) years following the year the first Roth 401(k) Contribution is made to the plan. For example, if you first make Roth 401(k) contributions in 2023, you will satisfy the 5-year rule as of January 1, 2028. It is not necessary that you make a Roth 401(k) contribution in each of the five (5) years.

A “non-qualified Roth distribution” is any distribution that is not a “qualified Roth distribution.” Non-qualified Roth distributions are subject to taxation (and in some cases, a 10% early distribution penalty) on the portion of the distribution which is attributable to investment earnings, unless you roll over the distribution as described below.

You may elect to make a rollover of your Roth 401(k) contributions and earnings to a Roth IRA. The tax treatment of any subsequent distribution from the Roth IRA will be governed by the tax rules attributable to Roth IRA distributions. Please note that the 5-year clock for a Roth IRA distribution will not include the portion of time that the Roth 401(k) contributions were in the Plan.

You may also elect to make a rollover to an eligible retirement plan that accepts rollovers and agrees to separately account for Roth 401(k) Contributions. To the extent that you make a plan-to-plan rollover (direct rollover), you will be provided a statement indicating the amount of your Roth 401(k) Contribution (basis) and the year that your 5-year clock started. This information must generally be provided to the recipient plan in conjunction with your rollover. Please note that the 5-year clock in the recipient plan will include the portion of time that you made Roth 401(k) contributions to this Plan.

When you roll a Roth 401(k) balance to a new Roth IRA, the 5-year qualification period starts over. This may impact the rollover decision. If you have an established Roth IRA, then the qualification period is calculated from the initial deposit into the IRA and the rollover will be eligible for tax-free withdrawals when that 5-year period has ended (and the age qualifier has been met).

Claims Procedures

If you feel that you are entitled to a benefit that you are not receiving from the Plan, you can make a written request to the Administrator (or its delegate) for that benefit. Plan Benefits fall into two categories – Disability related benefits and non-Disability related benefits. A Disability-related benefit means a benefit that is available under the Plan and that becomes payable upon a determination of a Participant's Disability by the Administrator. A Disability-related benefit does not include a benefit that, under the terms of this Plan, becomes payable upon a determination of a Participant's Disability by the Social Security Administration or under a long-term Disability plan sponsored by the Employer. The claims procedure for Disability-related benefits and non-Disability benefits are similar, but there are differences. While the claims procedure for each benefit is described below, this is just a Summary, and the Administrator can supply you with a more detailed claims procedure.

Exhaustion of Remedies
No civil action for benefits under the Plan will be brought unless and until you have (1) submitted a timely claim for benefits in accordance with the provisions of this Section; (2) been notified by the Administrator that the claim has been denied; (3) filed a written request for a review of the claim in accordance with the applicable provisions; and (4) been notified in writing of a final adverse benefit determination on review.

Grounds for Judicial Review
Any civil action will be based solely on your advanced contentions in the administrative review process, and the judicial review will be limited to the Plan document and the record developed during the administrative review process as set forth in this Section.

Written Claims
Any claim for benefits must be filed in writing with the Administrator, but the Administrator may permit the filing of a claim for benefits electronically as long as the Administrator complies with certain Department of Labor requirements. Any Employee, Participant or Beneficiary who files a claim for benefits under the Plan is a "Claimant" under these claims procedures.

As a Claimant, you may authorize a representative to act on your behalf with respect to any claim under the Plan. The representative must provide satisfactory evidence to the Administrator of its authority to act on your behalf, such as a letter of authority with your notarized signature. To the extent consistent with the authority you grant to your representative, references to “you” or to "Claimant" in these claims procedures include your representative.

The Administrator may review claims under the Plan or may delegate that authority to an appropriate claims adjudicator. References in these claims procedures to the Administrator include any claims adjudicator acting on behalf of the Administrator. Benefit claim determinations shall be made based on the applicable provisions of the Plan document and any documents of general application that interpret the Plan provisions and are maintained by the Employer or the Administrator for purposes of making benefit determinations. The Administrator shall take such steps as are necessary to ensure and verify that benefit claim determinations are made in accordance with such documents and that the Plan provisions are being applied consistently with respect to similarly situated Claimants. All notices to Claimants will be written in a manner calculated to be understood by the Claimant.

Review of Non-Disability Benefit Claims

The provisions of this paragraph will apply if your claim for a benefit does not require a determination as to whether or not you are disabled or if a claim requires a Disability determination, but that determination is made outside the Plan for reasons other than determining eligibility for a Plan Benefit. Examples of this are where the Disability determination is based solely on whether you are entitled to disability benefits under either the Social Security Act or the Employer’s long-term disability plan.

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim in whole or in part, the Administrator will give you a written or electronic notice of its decision within 90 days of the date the claim was filed, unless an extension of time is necessary or you voluntarily agree to an extension. If special circumstances require an extension, the Administrator will notify you before the end of the initial review period that additional review time is necessary. The notice for an extension (a) will specify the circumstances requiring a delay and the date that a decision is expected to be made; and (b) will describe any additional information needed to resolve any unresolved issues. Unless the Administrator requires additional information from you to process the claim, the review period cannot be extended beyond an additional 90 days unless you voluntarily agree to a longer extension or the Administrator determines that special circumstances require a further extension. If special circumstances require a further extension, the Administrator will notify you before the end of the extended review period that further additional review time is necessary and such notice will describe the special circumstances requiring a further delay and specify the date a decision is expected to be made. The Administrator cannot extend the review period beyond an additional 90 days unless you voluntarily agree to a longer extension. If the Administrator requires additional information from you to process the claim and a timely notice requesting the additional information is transmitted to you, it must be provided within 90 days of the date that the notice is provided by the Administrator.

- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) a description of the Plan's review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (f) a statement that if you request a review of the Administrator's decision and the reviewing fiduciary's decision on review is adverse to you, there is no further administrative review following the initial review, and that you then have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 60 days of the date on which you receive such notice, you may obtain review of the decision as explained in the next paragraph.

- **Right to Appeal.** Within the 60-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request for such review. The written request must contain the following information: (a) the date on which your request was received by the Administrator; (b) the specific portions of the denial of your claim which you request be reviewed;

(c) a statement setting forth the basis upon which you believe the Administrator's denial of your claim should be reversed and your claim should be accepted; and (d) any other written information (offered as exhibits) which you want to be considered to explain your position, without regard to whether such information was submitted or considered in the initial benefit determination.

- **Review on Appeal.** In general, your appeal will be reviewed within 60 days of the date it is received by the Administrator (unless special circumstances require an extension to 120 days and you are so notified before the end of the 60-day review period). The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial determination. The decision on review will contain the following: (a) the specific reasons for the denial on review; (b) reference to specific Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (d) a statement describing any voluntary review procedures and your right to obtain copies of them; and (e) a statement that there is no further administrative review of decision and that you have a right to bring a civil action under ERISA §502(a).

Review of Disability Benefit Claims

The provisions of this paragraph will apply if your claim for a benefit requires a determination as to whether or not you are disabled. These provisions will not apply if a Disability determination is made outside the Plan for reasons other than determining eligibility for a Plan Benefit. Examples of this are where the Disability determination is based solely on whether you are entitled to disability benefits under either the Social Security Act or the Employer's long-term disability plan.

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim for a Disability benefit in whole or in part, the Administrator will transmit to you a written or electronic notice of its decision within 45 days of the date the claim was filed, unless an extension of time is necessary or you voluntarily agree to an extension. If, prior to the expiration of the initial 45-day period, the Administrator determines that a decision cannot be made within that initial 45-day period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the 45-day review period that a 30-day extension of time is necessary. If, prior to the end of the first 30-day extension period, the Administrator determines that a decision cannot be made within that first 30-day extension period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the first 30-day extension period that an additional 30-day extension of time is necessary. Any notice of an extension of time will (a) specify the circumstances requiring the extension of time and the date a decision is expected to be rendered; (b) explain the standards on which entitlement to a Disability Benefit is based; (c) state the unresolved issues that prevent a decision on the claim; and (d) describe any additional information needed to resolve those issues. If the Administrator requires additional information from you to process the Disability Benefit claim and a timely notice requesting the additional information is transmitted to you, you must provide the additional information within 45 days of the date the notice is provided. The claims review period will be temporarily suspended until the earlier of the date you provide the required information or the end of your permitted response period.

  The notice requesting additional information may also serve as notice of a claim denial if the notice clearly states that unless you provide the requested information within the prescribed time period, the claim will be denied for failure to provide sufficient information. A combined notice must provide both the information described above and the information under *Notice of Denial* below. If you are required to provide additional information, the Administrator has discretion to decide whether to request the information and extend the initial review period as described in this section or, instead, to deny the claim on the basis that there is not sufficient information to proceed.

- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) either (1) if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, a copy of the specific rule, guideline, protocol, or other similar criterion relied upon, or (2) an affirmative statement that the

claim denial is ***not*** based on an internal rule, guideline, protocol, or other similar criterion; (f) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the Claimant's medical circumstances, or a statement that such explanation is available upon request, free of charge; (g) a discussion of the decision, including an explanation for disagreeing with or not following (1) the views you presented of health care professionals who treated you and vocational professionals who evaluated you; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied on in making the determination; and (3) any Disability determinations made by the Social Security Administration; (h) a description of the review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (i) a statement that if you request a review of the Administrator's decision and the review is adverse to you, that there is no further administrative review following such initial review, and that you have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 180 days of the date you receive the notice, you may obtain review of the decision as explained in the next paragraph.

- **Right to Appeal.** Within the 180-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request for such review. The written request for such review must contain the following information: (a) the date on which your request was received by the Administrator; (b) the specific portions of the denial of your claim which you request be reviewed; (c) a statement setting forth the basis upon which you believe the Administrator's denial of your claim should be reversed and your claim should be accepted; and (d) any other written information (offered as exhibits) which you want to be considered to explain your position, without regard to whether such information was submitted or considered in the initial benefit determination.

- **Review by Alternate Reviewer.** Review of a Disability Benefit claim that has been denied under the procedures described in the preceding two paragraphs will be conducted by a reviewer who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. The reviewer will not afford deference to the initial adverse benefit determination, but will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If the adverse benefit determination was based on a medical judgment, the reviewer will consult with an appropriate health care professional who (a) was not consulted on the original adverse benefit determination, (b) is not subordinate to someone who was consulted on the original adverse benefit determination, and (c) has appropriate training and experience in the field of medicine involved in the medical judgment. The reviewer will either (1) provide you with a list of any experts whose advice was obtained on the original adverse determination, without regard to whether the advice was relied upon in making the determination or (2) notify you that you may request, in writing, a list of such experts. You must also be provided reasonable access to, and copies of, all documents, records and other information relevant to your claim. No fee may be charged for such access and/or copies.

- **Review on Appeal.** In general, your appeal will be reviewed within 45 days of the date it is received by the Administrator (unless special circumstances require an extension to 90 days and you are so notified before the end of the 45-day review period). The reviewer will conduct a full and fair review of the Administrator’s decision denying your claim for benefits and will render its written decision. If the reviewer anticipates denying your appeal, whether in whole or in part, based on new or additional evidence or a new or additional rationale, the reviewer must provide you with (i) the new or additional evidence considered, relied upon, or generated by or at the direction of the Plan, the insurer, the reviewer, or any other person making the benefit determination and/or (ii) the new or additional rationale for the determination. The information must be provided to you free of charge and as soon as possible so that you have a reasonable opportunity to review the information and submit a response before the reviewer is required to render its decision. If the reviewer decides for whatever reason to deny, whether in whole or in part, your appeal of an adverse benefit determination, the reviewer's decision will be provided in a culturally and linguistically appropriate manner and contain the following: (a) the specific reasons for the denial; (b) reference to specific Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (d) either (1) if the claim denial is based on an internal rule, guideline, protocol, or other similar criterion, a copy of the specific rule, guideline, protocol, or other similar criterion relied

upon, or (2) an affirmative statement that the claim denial is ***not*** based on an internal rule, guideline, protocol, or other similar criterion; (e) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation is available upon request, free of charge; (f) a discussion of the decision, including an explanation for disagreeing with or not following (1) the views you presented of health care professionals who treated you and vocational professionals who evaluated you; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied on in making the determination; and (3) any Disability determinations made by the Social Security Administration; (g) a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (h) a statement that you have a right to bring a civil action under ERISA §502(a).

- **Additional Levels of Appeal.** If the Plan provides additional level(s) of appeal, the Plan may not require you to file more than two appeals of an adverse benefit determination prior to bringing a civil action under ERISA Section 502(a). If the Plan offers voluntary level(s) of appeal, then (a) the Plan waives any right to assert that you failed to exhaust administrative remedies because you did not submit a benefit dispute to any voluntary level of review provided by the Plan; (b) any statute of limitations or other defense based on timeliness is temporarily suspended during the time that a voluntary appeal pursuant to the Plan's procedures is pending; (c) you may only submit a benefit dispute to a voluntary level of review if you have exhausted the appeals permitted above; and (d) the Plan provides to you, upon request, sufficient information concerning the voluntary level(s) of appeal to enable you to make an informed decision about whether to submit a benefit dispute to the voluntary level of appeal, including (1) a statement that your decisions as to whether or not to submit a dispute to the voluntary level of appeal will have no effect on your right to other benefits under the Plan, (2) information about the applicable rules, (3) your right to representation, (4) the process for selecting a decision maker, and (5) any circumstances that may affect the impartiality of the decision maker. No fees or costs may be imposed on you as part of the voluntary level of appeal.

Participants Absent Because of Military Duty

Participants Who Die During Military Absence

If you are absent from employment with us because of military service and you die on or after January 1, 2007 while you are performing "qualified" military service (as defined under the Internal Revenue Code), you will be treated as having returned to employment on the day before your death for Vesting purposes. However, you will not be entitled to any additional benefits or contributions with respect to your period of military leave.

Active Duty Severance Distributions

If you are absent from employment with us while you are on active military duty for a period of more than 30 days, you are considered to have terminated employment with us and you can therefore elect to take a distribution of some or all of your 401(k) Contributions Account or Voluntary Employee Contributions Account, if applicable. Some restrictions apply (for example, you cannot make additional 401(k) Contributions or Voluntary Employee Contributions, if applicable, for a period of 6 months after the distribution), and you should consult the Administrator in the event you are interested in taking such a distribution.

Other Information

Addition of Dividend or Income Payment Allocated Among Participants

When dividends or income payments are allocated among Participant Accounts, and the pro-rata allocation of such payment would result in the allocation of less than $25 to a terminated Participant who had previously taken a final distribution, then such terminated Participant will not receive the allocation. Such amount will be deposited to the Trust and the Administrator will allocate all such amounts on a pro-rata basis to the other Participants receiving such dividend or income payment.

Attachment of Your Account
Your creditors cannot garnish or levy upon your Account except in the case of a proper IRS tax levy, and you cannot assign or pledge your Account except as collateral for a loan from the Plan or as directed through a Qualified Domestic Relations Order ("QDRO") as part of a divorce, child support or similar proceeding in which a court orders that all or part of your Account be transferred to another person (such as your ex-Spouse or your children). The Plan has a procedure for processing QDROs, which you can obtain free of charge from the Administrator.

Amendment or Termination of the Plan
Although we intend for the Plan to be permanent, we can amend or terminate it at any time. If we do terminate the Plan, all Participants will have a 100% Vested Interest in their Accounts as of the Plan termination date, and all Accounts will be available for distribution at the same time and in the same manner as would have been permissible had the Plan not been terminated.

Accounts Are Not Insured
Your Account is not insured by the Pension Benefit Guaranty Corporation ("PBGC") because the insurance provisions of ERISA do not apply to 401(k) plans. For more information on PBGC coverage, ask the Administrator or contact the PBGC. Written inquiries to the PBGC should be addressed to: Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026. You can also call them at 800-736-2444.

Payment of Plan Expenses
The Plan routinely incurs expenses for the services of lawyers, actuaries, accountants, third party administrators, and other advisors. Some of these expenses may be paid directly by us while other expenses may be paid from the assets of the Plan. The expenses that are paid from Plan assets will be shared by all Participants either on a pro-rata basis or an equal dollar basis. If the expense is paid on a pro-rata basis, an amount will be deducted from your Account based on its value as compared to the total value of all Participants' Accounts. For example, if the Plan pays $1,000 of expenses and your Account constitutes 5% of the total value of all Accounts, $50 would be deducted from your Account ($1,000 x 5%) for its share of the expense. On the other hand, if the expense is paid on an equal dollar basis, the expense is divided by the number of Participants and then the same dollar amount is deducted from each Participant's Account.

Statement of ERISA Rights

Your Right To Receive Information
You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Participants are entitled to:

(a) Examine, without charge, at the Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

(b) Obtain copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description upon written request to the Administrator (the Administrator may make a reasonable charge for the copies);

(c) Receive a summary of the Plan's annual financial report (the Administrator is required by law to furnish each Participant with a copy of this summary annual report); and

(d) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (which is defined elsewhere in this Summary Plan Description) 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.

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

Enforcement of 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 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 Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions
If you have any questions about your Plan, you should contact the Administrator. If you have questions about this statement or about your ERISA rights, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or contact them at https://www.dol.gov/agencies/ebsa/about-ebsa/about-us/organization-chart or at 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 can call the Employee Benefits Security Administration (the “EBSA”) at 866-444-3272 (TTY/TDD users can call 877-889-5627). You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA. Additional pension-related information can be obtained at the following Department of Labor's website where you can review a publication called "What You Should Know About Your Retirement Plan": https://www.dol.gov/sites/default/files/ebsa/about-ebsa/our-activities/resource-center/publications/what-you-should-know-about-your-retirement-plan.pdf.

Other Account Questions?
Call 800-724-7526 to talk to a Participant Services Representative during prescribed business hours.

Glossary

Many definitions are used in this Summary and most are defined in the section in which they appear, but the following terms have broader application and are used throughout the Summary:

Account. Your Account represents the aggregate value of the contributions made to the Plan on your behalf, as well as the net earnings on those contributions. Your Account may include (but is not limited to) the following sub-accounts: the 401(k) Contributions Account and the Profit Sharing Contribution Account.

Allocation Period. The Allocation Period is the period of time for which a contribution to the Plan is allocated. The Allocation Period is generally the Plan Year but can be a shorter period of time.

Disability. Disability is a physical or mental impairment you suffer after you become a Participant in the Plan (and while you are still an employee) which, in the opinion of the insurance company, qualifies you for benefits under an Employer-sponsored long-term disability plan which is administered by an independent third party.

Key Employee. A Key Employee is an Employee who satisfies certain executive, ownership, or Compensation requirements as set forth in the Internal Revenue Code.

Leased Employee. A Leased Employee is, generally, a person who is employed by an employee leasing organization but performs services for the Employer on a substantially full time basis for a period of at least one year, and such services are performed under the primary direction or control of the Employer.

Merger and Acquisition Employee. A Merger and Acquisition Employee is, generally, an individual who becomes, or ceases to be, an Employee as a result of a merger or acquisition.

Non-Resident Alien Employee. A Non-Resident Alien Employee is an individual who is neither a citizen of the United States of America nor a resident of the United States of America and who does not receive earned income from the Employer which constitutes income from sources within the United States.

Normal Retirement Age. Normal Retirement Age is the date you reach age 65.

Post-Severance Compensation. In general, Post-Severance Compensation are amounts paid to you within 2½ months after your termination of employment, which, absent your termination of employment, would have been paid to you while you were still an Employee. For purposes of this Plan, Post-Severance Compensation (a) excludes, for Employer contribution purposes only, payments for your regular working hours, for overtime or shift differential, for commissions or bonuses, or for other similar payments; (b) includes unused paid time off such as vacation time earned while employed; (c) includes any payments made to a non-qualified deferred Compensation plan on your behalf; and (d) if you are disabled, excludes any post-termination employment payments made to you.

Profit Sharing Contribution. A Profit Sharing Contribution is an additional type of contribution we may elect to make to the Plan for any Plan Year. Profit Sharing Contributions are generally made as a percentage of pay.

Puerto Rico Based Employee. A Puerto Rico Based Employee is an Employee who resides in Puerto Rico.

Spouse. The term “Spouse” or “marriage” should be read to include either opposite or same-gender couples legally married in any state, U.S. territory or foreign jurisdiction that recognizes such marriages, regardless of where you currently live. However, a registered domestic partnership, civil union or similar relationship recognized under state law is not considered a “marriage” for purposes of this retirement plan.

Union Employee. A Union Employee is an Employee whose employment is governed by a collective bargaining agreement between Employee representatives and the Employer in which retirement benefits were the subject of good faith bargaining.

Vested Interest. Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. This percentage, in turn, is the aggregate of your Vested Interest in your various sub-accounts. However, notwithstanding any vesting schedule set forth in other sections of this Summary, you will have a 100% Vested Interest in your Account upon reaching Normal Retirement Age, or upon your death or Disability while you are still a Participant but before you terminate employment.