



Conner Strong & Buckelew, LLC Employee Benefit Plan Summary Plan Description And Plan Document

Amended and restated January 1, 2020

This draft plan/SPD document, together with the incorporated documents, when adopted, will constitute a legal instrument with important tax and legal implications. Before you adopt it (in accordance with your standard business governance procedures), you should verify its accuracy and appropriateness for your benefit programs and your legal advisor(s) should review and approve it.



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Employee Benefit Plan
Summary Plan Description
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This document incorporates by reference one or more specific booklets or plan summaries that describe in more detail certain of the benefit specific provisions governing the Conner Strong & Buckelew Employee Benefit Plan.

Introduction

This combined Summary Plan Description and Plan Document describes the health and welfare benefits and programs available to eligible employees of Conner Strong & Buckelew Companies, Inc. (the “Company”) under the Conner Strong & Buckelew Employee Benefit Plan (the “Plan”) on or after their effective date(s) for participation. This document comprises a complete restatement of the Plan effective as of January 1, 2020. This document, along with the other related documents provided by the carrier (such as certificates of insurance and descriptive booklets, which are incorporated into this Summary Plan Description and Plan Document), is designed to be your primary source of health and welfare benefits information. Refer to it for information about your benefits, and share it with your family members.

The Company maintains the Plan described herein for the exclusive benefit of its eligible employees and to provide various health and welfare group benefits as described herein to eligible employees of the Company.

Certain benefits offered under the Plan are currently provided under insurance contracts and administrative agreements entered into between the Company and various insurance carriers and third party administrators. These benefits are described in this document, and in the certificates of insurance and benefits booklets issued by the insurance companies and service providers, which are incorporated into this Summary Plan Description and Plan Document (the “Document”) by reference.

This Document provides no guarantee that you are eligible to participate in every benefit or program described. Each benefit program may have its own eligibility requirements, so be sure to review individual eligibility requirements set forth in this Document and the booklets issued by the insurance companies and service providers carefully.

The Plan provides benefits in accordance with applicable federal laws including the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employee Retirement Income Security Act (ERISA), the Health Insurance Portability and Accountability Act (HIPAA), the Mental Health Parity Act (MHPA), Michelle’s Law (when applicable), the Newborns’ and Mothers’ Health Protection Act (NMHPA), the Women’s Health and Cancer Rights Act (WHCRA), the Mental Health Parity and Addiction Equity Act (MHPAEA), the Children’s Health Insurance Program Reauthorization Act of 2009 (CHIP), the Genetic Information Nondiscrimination Act (GINA), and the Patient Protection and Affordable Care Act (PPACA) and its companion Health Care and Education Affordability Reconciliation Act (collectively referred to as Health Care Reform).

The Plan, through this Document and referenced documents, is a plan document and a summary plan description and is intended to satisfy the written document requirements of section 402 of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Plan is also intended to qualify as a “cafeteria plan” and to satisfy the requirements of Internal Revenue Code Sections 125, 129 and 105(e) to provide employees Health Care and Dependent Care Flexible Spending Accounts and the opportunity to make pre-tax contributions toward certain benefits.

An amendment to this Document is considered an amendment to the official plan document.

If you have any questions about this Document or certain provisions of the Plan, please call Human Resources.

Every effort has been made to ensure that the information in this Document is complete and accurate. However, if there is ever a conflict or a difference between what is written here and the related documents or insurance policies, the related documents or insurance policies will rule with respect to the specific benefits provided, unless otherwise provided by law. If there is ever a conflict or a difference between this Document and the related documents or insurance policies with respect to the legal compliance requirements under ERISA and any other federal law, this document will rule, unless the provisions in the related documents are more generous for participants.

The Plan is established with the intention of being maintained for an indefinite period of time; however, the Company, in its sole discretion and in accordance with the *Plan Amendment and Termination* section set forth below may amend or terminate any of the benefit programs or any provision of the Plan at any time. No termination or amendment will operate to reduce the amount of any benefit payment under the Plan for charges incurred prior to the effective date of such termination or amendment.

This Document is intended to comply with the requirements of ERISA and other applicable laws and regulations. It does not create a contract or guarantee of employment between the Company and any individual. Your employment is always on an at-will basis. The Company or you may terminate the employment relationship without notice at any time and for any reason.

Eligibility for Benefits

An eligible employee with respect to the programs described in this Document is any individual who is designated as eligible to participate in and receive benefits under one or more of the component benefit programs described herein. The eligibility and participation requirements may vary depending on the particular component program. You must satisfy the eligibility requirements under a particular component benefit program in order to receive benefits under that program. Other individuals, such as an eligible employee's spouse, children, or other family members, may be eligible to participate in and receive benefits under one or more of the component benefit programs due to their relationship to an eligible employee. To determine whether you or your family members are eligible to participate in a component benefit program, please read the eligibility and coverage information found in Appendix B and the respective attachments to Appendix A.

You must satisfy the eligibility requirements under each particular component benefit program, which may vary depending on the particular component program. An eligible employee begins participating in the Plan upon his or her election to participate in a component benefit program in accordance with the terms and conditions established for that program or, if earlier, upon meeting the eligibility criteria and becoming covered under a component benefit program that does not require enrollment or an election

Employee Coverage

Benefit Program
- Medical (including prescription drug) - Dental - Vision - Pre-tax Salary Reduction Elections - Employee Assistance Plan (EAP) - Life Insurance Benefits ♦ Basic Life ♦ Voluntary Life ♦ Dependent Life - Accidental Death and Dismemberment (AD&D) ♦ Basic AD&D ♦ Voluntary AD&D - Short Term Disability (STD) - Long Term Disability (LTD) – core and buy-up - Business Travel Accident (BTA) - Long Term Care (LTC) - Critical Illness - Accident - Hospital Indemnity - Severance - Group Legal - Health Flexible Spending Account (FSA) - Dependent Care FSA - Health Savings Account (HSA)

Members of an LLC, partners, or more than 2% shareholders in an S corporation are not permitted to participate in the Code Section 125 plan.

Qualified medical child support orders (QMCSOs)

A QMCSO is any judgment, decree or order, including a court approved settlement agreement, issued by a domestic relations court or other court of competent jurisdiction, or through an administrative process established under state law which has the force and effect of law in that state, and which assigns to a child the right to receive health benefits for which a participant is eligible under the Plan, and that the Plan Administrator determines is qualified under the terms of ERISA and applicable state law.

If a QMCSO requires the Plan to provide health coverage, dependent children may also include your children who do not live with you and for whom you do not provide financial support. In general, QMCSOs are orders under state law requiring a parent to provide health care support to a child – for example, in case of separation or divorce. Children who may be covered under a QMCSO include children born out of wedlock, those not claimed as dependents on your federal income tax return, and children who do not reside with you. However, children who are no longer eligible, due to their age for example, cannot be added under a QMCSO.

You may obtain a copy of the Company's procedures governing QMCSO determinations, free of charge, by contacting the Plan Administrator.

Notification

You are responsible for notifying Human Resources in writing within 60 days in the event of divorce, legal separation, termination of same-sex domestic partnership or in the event your child ceases to meet the eligibility requirements for benefit coverage. For more information about your duty to notify Human Resources in such an event, see the *Continuation Coverage* section of this Document.

Additional information

Additional information regarding how and when you, your spouse and dependent children become eligible to participate in the benefit programs and any conditions and limitations to eligibility are provided in the certificates of insurance and benefits booklets provided by the applicable insurance companies and/or service providers, provided as attachments to Appendix A.

Enrollment

The benefits indicated below and described in this Document are available to certain current employees of the Company and their eligible dependents, as applicable and as further described herein. You are eligible for purposes of one or more of the component benefit programs described herein as described in Appendix B. Some benefit programs under the Plan require an eligible employee to enroll, while other coverage is automatic.

Enrollment Is Required	Coverage is Automatic
- Medical Benefits (including prescription drug) - Dental Benefits - Vision Benefits - Health Flexible Spending Account (FSA) - Dependent Care FSA - Health Savings Account (HSA) - Long Term Disability (LTD) buy-up - Short Term Disability (STD) (supplemental) - Voluntary Life Benefit - Voluntary Accidental Death and Dismemberment (AD&D) Benefit - Dependent Life Benefit - Long Term Care (LTC) - Critical Illness - Accident - Group Legal - Hospital Indemnity	- Basic Life Insurance Benefits - Basic Accidental Death and Dismemberment (AD&D) Benefit - Business Travel Accident (BTA) - Long Term Disability (LTD) - Short Term Disability (STD) - Employee Assistance Plan (EAP) - Severance - Onsite Health Center - MD Anderson Cancer Care - SaveOn SP

When coverage is automatic

You do not need to enroll yourself or elect to participate under the automatic programs listed above. The Company automatically enrolls you in these programs for which you are eligible at no cost to you.

When enrollment is required

The following rules apply if you are required to enroll yourself and/or your spouse, domestic partner and dependent children in a benefit program listed above.

You will be able to participate in the Plan when you meet the eligibility requirements of the component benefit programs, as long as you properly enroll by the communicated due date. You may enroll yourself and your spouse, domestic partner and/or eligible dependents: 1) when you first become eligible for participation in the Plan, 2) during the annual open enrollment period, 3) as a result of certain special enrollment rights discussed below, or 4) within 31 days following a qualified change in status.

Initial eligibility

See Appendix B for information on when coverage begins for eligible employees and eligible dependents. You can enroll, make elections, and direct the Company to make salary reduction or deduction contributions only by filing the appropriate completed and signed election forms or agreements with the Plan Administrator (including telephonic, e-mail, website, Internet, or any other type of electronic forms or agreements provided by the Plan Administrator).

If you do not waive or enroll in coverage when you are first eligible, you will be considered to have elected not to participate in the Plan for purposes of the elective benefits for that plan year (which means you would have to wait until the next open enrollment period or until you experience a “change in status”, as discussed below, to enroll).

Annual open enrollment

If you are a current employee qualified to receive benefits, you may enroll for, change your coverage level, or waive coverage during annual open enrollment, which is typically held in the fall. During annual open enrollment, you may change your elections for which enrollment is required without the normal restrictions that apply at other times of the year. Annual open enrollment elections will be effective the following January 1.

If you do not enroll during annual open enrollment, your coverage levels will continue from the previous year, except for elections to have amounts deducted from your pay with respect to the flexible spending account(s) and health savings account (HSA). You are required to enroll in the flexible spending account(s) during each annual open enrollment. If you do not elect each year to enroll in the flexible spending account(s), your participation in the flexible spending account(s) will terminate.

Special enrollment events under HIPAA

Under the Health Insurance Portability and Accountability Act (“HIPAA”), you have special enrollment rights under certain circumstances.

Loss of other Coverage (excluding Medicaid or a State Children’s Health Insurance Program). If you decline enrollment for yourself or for an eligible dependent (including your spouse/domestic partner) while other health insurance or group health plan coverage is in effect, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the Company stops contributing toward your or your dependents’ other coverage). However, you must request enrollment within 31 days after your or your dependents’ other coverage ends (or after the employer stops contributing toward the other coverage).

New dependent by marriage, birth, adoption, or placement for adoption. If you have a new dependent as a result of marriage/establishment of a domestic partnership, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents. However, you must request enrollment within 31 days after the marriage/establishment of a domestic partnership, birth, adoption, or placement for adoption. If you request a change due to a special enrollment event within the applicable timeframe, coverage will be effective the date of birth, adoption or placement for adoption. For all other events, coverage will be effective the first of the month following your request for enrollment.

Loss of coverage for Medicaid or a State Children’s Health Insurance Program. If you decline enrollment for yourself or for an eligible dependent (including your spouse/domestic partner) while Medicaid coverage or coverage under a state children’s health insurance program is in effect, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage. However, you must request enrollment within 60 days after your or your dependents’ coverage ends under Medicaid or a state children’s health insurance program (CHIP).

Eligibility for Medicaid or a State Children's Health Insurance Program. If you or your dependents (including your spouse/domestic partner) become eligible for a state premium assistance subsidy from Medicaid or through a state children's health insurance program (CHIP) with respect to coverage under this plan, you may be able to enroll yourself and your dependents in this plan. However, you must request enrollment within 60 days after your or your dependents' determination of eligibility for such assistance.

Questions should be directed to Human Resources.

Qualified change in status

You may also enroll yourself, your spouse/domestic partner and/or your eligible dependents for coverage mid-year in certain circumstances. See the section titled "Making Changes during the Year" below, for more information.

Cost of Coverage

The Company may pay the entire cost of certain benefit programs offered under the Plan and for some benefits, employees may pay the entire cost. For certain other benefit programs offered under the Plan, the employee and the Company may share the cost of coverage. Your portion of the cost for programs under the Plan will vary according to the benefits and coverage levels (i.e., single, family, etc.) you elect. You will receive information about your portion of the cost (including information on any wellness incentives integrated with the medical plans) for the benefit programs offered under the Plan during open enrollment or for new hires before you enroll. You may obtain this information by contacting Human Resources.

Your cost for medical (including prescription drug), vision, dental and the health savings account (HSA) and health and dependent care FSAs is deducted from your pay on a pre-tax basis. This means your contributions come out of your pay before federal income and employment taxes are deducted. Pre-tax contributions reduce your gross salary, which lowers your taxable income and, therefore the amount of income tax you must pay. By paying lower taxes, you save money. Contributions may, however, be subject to state or local income taxes in some states. Your cost for LTD buy-up, supplemental STD, voluntary Life and voluntary AD&D, LTC, Critical Illness, Accident and Group Legal is deducted from our pay on an after-tax basis. The cost of these coverages is subject to federal income and employment taxes.

The chart below shows the different coverages available. It also shows which coverages the Company pays, which coverages you pay for on your own, which coverages you and the Company pay for together.

Coverage	Company pays	You Pay	You and Company	You Pay Pre-Tax
Medical			X	Pre-Tax
Dental			X	Pre-Tax
Vision		X		Pre-Tax
Employee Life and AD&D				
➤ Basic Life/AD&D	X			N/A
➤ Optional Life/AD&D		X		After-Tax
Dependent Life		X		After-Tax
Business Travel Accident	X			N/A
Disability (STD)				N/A
• Basic STD	X			
• Optional				
• STD		X		After-Tax
Disability (LTD)				
• Basic LTD	X			N/A
• Optional LTD		X		After-Tax
Health Savings Account (HSA)		X		Pre-Tax

Coverage	Company pays	You Pay	You and Company	You Pay Pre-Tax
Long-Term Care (LTC)		X		After-Tax
Accident		X		After-Tax
Critical Illness		X		After-Tax
Hospital Indemnity		X		After-Tax
Group Legal		X		After-Tax
FSAs		X		Pre-Tax
Severance	X			N/A

Social Security taxes

Please note that you will not be paying Social Security taxes on any pre-tax contribution to coverage under the benefit programs. As a result, the earnings used to calculate your Social Security benefits at retirement will not include these payments. This could result in a small reduction in the Social Security benefit you receive at retirement. However, your savings on current taxes under the benefit programs will normally be greater than any eventual reduction in Social Security benefits.

According to tax law, your taxes may be affected when you enroll your domestic partner in the benefits program. The cost of coverage for a domestic partner is the same as the cost for a spouse. The cost of coverage for a domestic partner's child(ren) is the same as the cost for a dependent child. If your domestic partner and his or her child(ren) qualify as your dependents under section 152 of the Tax Code, your contributions for domestic partner coverage will be taken before taxes are withheld and there will be no tax implications for you. However, if your partner and his or her child(ren) do not qualify as dependents under section 152 of the Tax Code, the value of any coverage for your domestic partner and/or his or her child(ren) is considered "imputed income" and will be shown on your pay statement and Form W-2. You will pay taxes on the amount of imputed income. The value is calculated by determining the excess of the fair market value (FMV) of the coverage over the after-tax amount you paid for the coverage. The amount of your imputed income will be added to your paychecks each payroll period and will be subject to income tax withholding. In addition, the Company will report the annual amount of this imputed income on your W-2 Form at the end of each year. Before enrolling your domestic partner and his or her eligible children, you should talk to your tax advisor about the tax implications for you.

The Company will consider dependents of your domestic partner as your tax dependents under the Tax Code upon your submission of your certification. You must notify Human Resources if they are not your tax dependents.

Please Note: There may be important personal tax consequences that arise as a result of domestic partner coverage. For example, you may be subject to imputed income for tax purposes. Contact your personal tax advisor for more information. Note, too, that in general, state income tax treatment of domestic partner benefits is the same as the federal income tax treatment. However, certain benefits for domestic partners and their children who are not your federal tax dependents may be eligible for special state income tax treatment in a few select states. Please speak to your tax advisor regarding whether your domestic partner and his or her children, if any, qualify for the special state income tax treatment. If they do qualify, you must notify the Company immediately in writing of this special state income tax status.

Making Changes during the Year

The federal government rules govern when you can change certain benefit coverage elections outside of annual open enrollment. These rules apply to pre-tax coverage elections you make for your medical (including prescription drug), vision, dental and FSA coverages. After-tax coverage elections and changes for other benefits are also subject to these rules.

Elections you make at annual enrollment generally remain in effect for the following Plan Year. However, you may be able to change your medical (including prescription drug), dental, vision and health care or dependent care FSA elections during the plan year if you experience a change in status, as further explained below. You must make any status-related changes to your coverage within 31 days of the change in status.

If you have enrolled in the Plan and have elected HSA benefits, then you may increase, decrease, or revoke your HSA benefits election on a prospective basis at any time during the Plan Year, in accordance with the Plan's administrative procedures for processing election changes. No other benefit package option election changes can be made as a result of a change in your HSA benefits election unless permitted as a result of events otherwise described. For example, generally you would not be able to terminate an election under the health FSA in order to be eligible for the HSA, unless one of the exceptions described for health FSA Benefits otherwise applied (such as a change in status).

Please note that in order to change your benefit elections due to a change in status, you may be required to show proof verifying that these events have occurred (e.g., copy of marriage or birth certificate, or divorce decree, etc.)

Qualified Changes in Status

The following is a list of qualified changes in status that will allow you to make a change to your elections (as long as you meet the consistency requirements, as described below):

- **Legal marital status.** Any event that changes your legal marital status, including marriage, divorce, death of a spouse, legal separation, or annulment
- **Domestic partnership/civil union status.** You enter into or terminate a domestic partnership/civil union whereby your domestic/civil union partner is or was considered a tax dependent
- **Number of dependents.** Any event that changes your number of tax dependents, including birth, legal guardianship, death, adoption, and placement for adoption
- **Employment status.** Any event that changes your, your spouse's, or your other dependent's employment status and results in gaining or losing eligibility for coverage. Examples include:
 - Beginning or terminating employment;
 - Starting or returning from an unpaid leave of absence;
 - Changing from part-time to full-time employment or vice versa; and
 - A change in work location.
- **Dependent status.** Any event that causes your tax dependent to become eligible or ineligible for coverage under the plan because of age, student status, tax dependent status, or similar circumstances
- **Residence.** A change in residence that causes an employee, spouse, or dependent to gain or lose eligibility for a plan or a different benefit option available under the plan (e.g., moving outside your medical or dental program's network service area)
- **COBRA.** Eligibility of an employee, spouse, or dependent for COBRA

- **HIPAA Special Enrollment Events:** Events such as the loss of other coverage that qualify as special enrollment events under the Health Insurance Portability and Accountability Act (HIPAA) or an event that involves loss of group health coverage sponsored by a governmental or educational institution, such as a state health benefits risk pool, Medicaid or State Child Health Insurance Program (CHIP) coverage, or eligibility for state premium assistance.

Consistency requirements

Except for election changes due to a HIPAA and or Medicare/CHIP special enrollment, the changes you make must be “due to and consistent with” your qualified change in status. To satisfy the federally required “consistency rule,” your qualified change in status and corresponding change in coverage must meet **both** of the following requirements.

- **Effect on eligibility.** Except for your dependent care FSA, the qualified change in status must affect eligibility for coverage under the Plan or under a plan sponsored by the employer of your spouse or other dependent. For this purpose, eligibility for coverage is affected if you become eligible (or ineligible) for coverage or if the qualified change in status results in an increase or decrease in the number of your dependents who may benefit from coverage under the Plan.

For your dependent care FSA, the qualified change in status must affect the amount of dependent care expenses eligible for reimbursement. For example, if your child reaches age 13, his or her dependent care expenses are no longer eligible for reimbursement.

- **Corresponding election change.** The election change must correspond with the qualified change in status. For example, if your dependent loses eligibility for coverage under the terms of the medical program, you may cancel medical coverage only for that dependent.

Additionally, you may increase, decrease or begin contributions to your health or dependent care FSA if you have or adopt a child or a child is placed with you for adoption. The Plan Administrator will determine whether a requested change is due to and consistent with a qualified change in status.

Coverage and cost events

In some instances, you can make changes to your benefits coverage for other reasons, such as mid-year events affecting the cost of coverage or the type of coverage provided, as described below. Note: *These rules do not apply for purposes of a health FSA.* Please note that if the change occurs to another employer's plan, you may be required to show proof verifying these events have occurred.

Coverage Events

If the Company adds or eliminates a coverage option in the middle of the coverage year, or if coverage sponsored by the Company is significantly limited or ends, you and your eligible dependents may revoke your elections and elect coverage under another option that provides similar coverage. If no other similar coverage is available, you may revoke your existing election.

For example, if there is an overall reduction under a coverage option that reduces coverage to participants in general, participants enrolled in that coverage option may elect to enroll in another option providing similar coverage (if the other coverage option permits). Additionally, if the Company adds an HMO or other coverage option mid-year, participants can drop their existing coverage and enroll in the new coverage option (if the new coverage option permits). You or your eligible dependents may also enroll in the new coverage option even if not previously enrolled for coverage at all (if the new coverage option permits).

Also, if an election change is permitted during a different open enrollment period applicable to a plan of another employer (or, if applicable, to another plan sponsored by the Company), you may make a corresponding mid-year election change. This rule applies to the medical, vision, and dental programs, as well as the dependent care FSA.

If another employer's plan allows your spouse or other dependent to change his or her elections in accordance with IRS regulations, you may make a corresponding mid-year election change to your coverage.

Health FSA. You may not decrease or end health FSA contributions or enroll for a health FSA when your spouse becomes eligible for coverage under another plan. You may not end health FSA contributions if you become eligible for coverage under another plan.

Dependent Care FSA. You may make a change in your dependent care FSA if you make a change to your or your spouse's regular work schedule that increases or decreases your need for dependent care.

If your dependent care provider reduces or increases the number of hours worked, you may make a corresponding change to your dependent care FSA election. For example, if your child starts school, causing a reduction in the number of hours he or she is in the care of a dependent care provider, you may decrease your dependent care FSA election.

You may increase, decrease, or end contributions to your dependent care FSA if you gain coverage under another plan. Similarly you may enroll for or increase contributions to a dependent care FSA if you lose coverage under another plan.

Cost Events

You must contact the Plan Administrator within 31 days of a cost event. Otherwise, your next opportunity to make changes will be the next annual open enrollment period or when you have a qualified change in status or other applicable event, whichever occurs first.

Medical (including prescription drug), Dental and Vision Coverage Costs. If your cost for medical (including prescription drug), dental or vision coverage increases or decreases significantly during the year, you may make a corresponding election change. For example, you may elect another coverage option with similar coverage, or drop coverage if no similar coverage is available. Additionally, if there is a significant decrease in the cost of a coverage option during the year, you may enroll in that coverage option, even if you declined to enroll in that coverage option earlier.

Any change in the cost of your coverage option that is not significant will result in an automatic increase or decrease, as applicable, in your share of the total cost.

Dependent Care FSA. If you change your dependent care provider mid-year, you may change your dependent care FSA contributions to correspond with the new provider's charges. Similarly, if your dependent care provider (other than a provider who is your relative) raises or lowers its rates mid-year, you may increase or decrease your contributions.

Special note regarding domestic partner coverage: The events qualifying you to make a mid-year election change described in this section also apply to events related to a qualified domestic partner. However, IRS rules generally do not permit you to make a mid-year change "on a pre-tax basis" for such events unless they involve a tax dependent.

Other rules

Receipt of Court Orders and QMCSOs. You will be permitted to revoke an election for accident or health benefits during a period of coverage and make a new election if a judgment, decree, or order (collectively an "order") requires accident or health coverage for your child or for a foster child who is your dependent. The order must have resulted from a divorce, legal separation, annulment, or change in legal custody, and includes a qualified medical child support order (QMCSO). The plan may automatically change your benefit election to provide coverage for your child if the order requires coverage under the plan.

You may also decrease your coverage for a child, if the order requires the child's other parent to provide coverage and your spouse's or former spouse's plan actually provides that coverage. You also may make other corresponding changes to your benefit elections under the Plan, to the extent permitted by the Internal Revenue Code (the Code) and the Plan.

Medicare or Medicaid Entitlement. You may change an election for health coverage mid-year if you, your spouse, or your eligible dependent becomes entitled to, or loses entitlement to, coverage under Part A or Part B of Medicare, or under Medicaid. However, you are limited to reducing your health coverage only for the person who becomes entitled to Medicare or Medicaid, and you are limited to adding health coverage only for the person who loses eligibility for Medicare or Medicaid.

Reduction in Hours. If you experience a change in employment status that results in you working less than 30 hours per week, you may prospectively drop your medical coverage under the Plan mid-year. In order to drop medical coverage under the Plan, you must enroll (and enroll any dependents whose medical coverage was dropped in connection with this event) in another medical plan that provides minimum essential coverage under Health Care Reform. The effective date of the new coverage can be no later than the first day of the second month following the month that includes the date the medical coverage under the Plan is revoked. You may not make changes to your health FSA under this event.

Enrollment in a Public Marketplace Health Plan. If you are eligible to enroll in public Marketplace coverage (during a public Marketplace special or open enrollment period) you may prospectively drop medical coverage under the Plan, even if you remain eligible for coverage under the Plan. You must intend to enroll, or have enrolled, in public Marketplace coverage that is effective no later than the day after the last day your coverage under this Plan is dropped. You may not make changes to your health FSA under this event.

Family and Medical Leave Act. If you take an FMLA leave, you may continue your group health coverage for you and any covered dependents as long as you continue to pay your portion of the cost for your benefits during the leave. The Company may require that you continue all health benefits (including health FSA), provided that participants on non-FMLA paid leave are required to continue coverage. If you take a paid leave of absence, the cost of group health coverage will continue to be deducted from your pay on a pre-tax basis. If you take an unpaid leave of absence that qualifies under FMLA, you may continue your participation as long as you contribute your share of the cost of group health coverage during the leave by 1) pre-paying for your coverage on a pre-tax basis or 2) paying for coverage during your leave on an after-tax basis. You also have the option to suspend your health coverage during the leave. If you lose any group health coverage during an FMLA leave because you did not make the required contributions, you may re-enroll when you return from your leave. Your group health coverage will start again on the first day after you return to work and make your required contributions.

Special Rules Apply to Your Health Care FSA. When you take an FMLA leave, the entire amount you elected under your health FSA will be available to you during your leave period, less any prior reimbursement, as long as you continue to make your contributions during your leave of absence. If you stop making contributions, your coverage under the health care FSA will terminate while you are on FMLA leave. In that case, you may not receive reimbursement for any health care expenses you incurred after your coverage terminated.

If your coverage terminates during your leave, you may be reinstated in your health FSA elections, if you return to work during the same year in which your leave began. You will have the choice of either resuming your contributions at the same level in effect before your FMLA leave, or you may elect to increase your contribution level to "make up" for the contributions you missed during your leave. If you simply resume your prior contribution level, then the amount available for reimbursement for the year will be reduced by the contributions you missed during the leave. If you elect make up contributions, then the amount available for reimbursement will be the same amount you could receive immediately before the leave.

Regardless of whether you choose to resume your former contribution level, or make up for missed contributions, you may not retroactively elect health FSA coverage for expenses incurred after your coverage terminated.

Non-Health Benefits during FMLA. If you take an FMLA leave, the entitlement to non-health benefits (such as dependent care FSA benefits) will be determined by the Company policy for providing such benefits when you are on non-FMLA leave. If the policy permits a participant to discontinue contributions while on leave, then you will, upon returning from leave, be required to repay the contributions not paid during the leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

Any coverages that are terminated during your FMLA leave will be reinstated upon your return without any evidence of good health or newly imposed waiting period.

If you do not return to work at the end of your FMLA leave you may be entitled to purchase COBRA continuation coverage.

Deadline for making an election change

If you experience an event described above, your Plan Administrator must receive written notice of the election change within 31 days of the event. The Company reserves the right to request proof of a qualified change in status.

Change in election effective date

In general, your change in election will be effective as soon as administratively practicable, but no earlier than the first payroll period immediately following receipt of the completed election form by Human Resources. However, any election change made due to the birth, adoption or placement for adoption of a child and made within 31 days of such event will be effective retroactive to the date of the birth, adoption or placement for adoption and you will be permitted to pay for this retroactive coverage with pre-tax salary deductions.

Compliance with nondiscrimination requirements

The Plan and the various benefit programs are required to meet certain nondiscrimination provisions as outlined by the Code. Your employer reserves the right to modify the amount of any benefit elections of the shareholders, officers, owners, and other highly compensated employees by the amount necessary to allow the Plan and its underlying benefit programs to satisfy these nondiscrimination requirements.

Benefits

The following pages contain a brief description of the various benefit options offered under the Plan. With respect to these options, you can find a more complete description of the level of benefits provided by consulting the benefit booklet issued by the applicable service provider or in the applicable certificates of insurance issued by the insurance companies, which are provided as attachments to Appendix A. The booklets and/or certificates will inform you of the following:

- any special eligibility requirements;
- any termination of coverage rules (that is, circumstances which may result in disqualification, ineligibility, denial, loss, forfeiture, or suspension of any benefit that a Participant or beneficiary might otherwise reasonably expect the Plan to provide);
- any cost-sharing provisions, including premiums, deductibles, coinsurance and copayment amounts for which you or your beneficiary is responsible;
- any annual or lifetime caps or other limit of benefits;
- the extent to which preventive services are covered;
- whether, and under what circumstances, existing and new drugs are covered;
- whether, and under what circumstances, coverage is provided for medical tests, devices and procedures;
- provisions governing the use of network providers, the composition of the provider network and whether, and under what circumstances, coverage is provided for out-of-network services;
- any conditions or limits on the selection of primary care providers or providers of specialty medical care;
- any conditions or limits applicable to obtaining emergency medical care;
- any provisions requiring preauthorization or utilization review as a condition to obtaining a benefit or service; and
- Other related provisions.

You may also obtain copies of the booklets and/or certificates applicable to all benefits by contacting the Plan Administrator.

Cafeteria Plan Provisions

The Company offers its employees¹ a cafeteria plan intended to satisfy the requirements of Internal Revenue Code Sections 125, 129 and 105(e) and the regulations thereunder (referred to in this Document as the Cafeteria Plan), to provide employees health and dependent care FSAs and the opportunity to make pre-tax contributions toward certain other benefits.

Under the Cafeteria Plan, you may elect to have your cost for medical (including prescription drug), vision, dental, health savings account (HSA) and the health and dependent care FSAs deducted from your pay on a pre-tax basis, pursuant to a salary reduction agreement. This means your contributions come out of your pay before federal income and employment taxes are deducted. Your contributions may, however, be subject to state or local income taxes. Pre-tax contributions reduce your gross salary, which lowers your taxable income and, therefore the amount of income tax you must pay. By paying lower taxes, you save money.

¹ Members of an LLC, partners, or more than 2% shareholders in an S corporation are not permitted to participate in pre-tax contributions for benefits offered under Code Section 125.

By electing one or more pre-tax premium payment benefits under the Cafeteria Plan, you convert a portion of your pay for the Plan Year (or other coverage period) into contributions to the Plan to pay premium payment benefits you have elected to receive. The Plan's terms, as set forth in this Document and as amended from time to time, govern a covered employee's rights and obligations under the Plan. Salary reductions are applied by the Company to pay your share of the contributions for the premium payment benefits and, for the purposes of this Plan and the Internal Revenue Code, are considered to be employer contributions.

Covered employees may elect one or more of the following pre-tax premium payment benefits:

Medical Premium Payment Benefit

If you are eligible for Company-sponsored medical (including prescription drug) benefits, you may elect any of the medical program options as the medical premium payment benefit. A description of the medical benefits, including the amount payable, required deductibles, co-payments, maximums, conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The medical benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Dental Premium Payment Benefit

If you are eligible for Company-sponsored dental benefits, you may elect any of the dental program options as the dental premium payment benefit. A description of the dental benefits, including the amount payable, required deductibles, co-payments, maximums, conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The dental benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Vision Premium Payment Benefit

If you are eligible for Company-sponsored vision benefits, you may elect the vision program as the vision premium payment benefit. A description of the vision benefits, including the amount payable, required deductibles, co-payments, maximums, conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The vision benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Health FSA Premium Payment

If you are eligible to participate in the health FSA, you may elect a contribution as the health FSA premium payment benefit, subject to the minimum and maximum amounts for the applicable plan year as set forth in the plan summary materials provided at enrollment.

A description of the health FSA benefits, including the amount payable, maximums, and conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The health FSA benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Dependent Care FSA Premium Payment

If you are eligible to participate in the dependent care FSA, you may elect a contribution as the dependent care FSA premium payment benefit, subject to the minimum and maximum amounts for the applicable plan year as set forth in the plan summary materials provided at enrollment.

A description of the dependent care FSA benefits, including the amount payable, maximums, conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A.

The dependent care FSA benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

Health Savings Account (HSA) Premium Payment

If you are eligible to participate in the health savings account (HSA) and you participate in an employer-sponsored high deductible health plan that meets the requirements of Section 223 of the Code, you may elect any whole dollar annual contribution amount of not less than \$100 (or such other amount as set forth in the HSA summary description) and not more than the maximum allowed under Section 223 of the Code as the health savings account premium payment benefit. A description of the HSA benefits, including the amount payable, maximums, and conditions precedent to payment, limitations and exclusions are set forth in the applicable attachment to Appendix A. The HSA benefits are subject to the terms, conditions and limitations set forth in the applicable attachment to Appendix A.

The Company must contribute the amounts corresponding to the value of the premium payment benefits that you select to the programs governing your selected premium payment benefits. Premiums payments for COBRA coverage may be made on an after-tax basis, or alternatively, you may make an election to pay all or part of the premiums for COBRA coverage on a pre-tax basis from any available severance payments, so long as COBRA premiums are not prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year.

Notification of premium payment benefit amounts

The Company will provide you with written notification of the amount of the premium payment benefits for each program offered under the Plan that requires an employee contribution before your initial and annual enrollment/election periods. The amount of the premium payment benefits will be the contributions required of an employee to participate in the group health or welfare benefit program(s) for which a premium payment benefit is available through the cafeteria plan option. The written notification is incorporated by reference and made a part of this Document.

Certain of the benefits are available for election on an after-tax contribution basis and may not be paid through the pre-tax premium payment benefit, such as for LTD buy-up, supplemental STD, voluntary Life and voluntary AD&D, LTC, Critical Illness, Accident, Group Legal and Hospital Indemnity

Application of other plans

If you are electing one or more premium payment benefits under the cafeteria plan option, you are subject to the provisions, conditions, limitations, and exclusions of the health and/or welfare benefit program(s) for the premium payment benefit which you elect.

Flexible Spending Account Options

The health FSA component of this Plan is intended to qualify as a "self-insured medical reimbursement plan" under Code section 105, and the medical care expenses reimbursed thereunder are intended to be eligible for exclusion from participating employees' gross income under Code section 105(b).

The dependent care FSA component of this Plan is intended to qualify as a "dependent care assistance program" under Code section 129, and the dependent care expenses reimbursed thereunder are intended to be eligible for exclusion from participating employees' gross income under Code section 129(a).

The health FSA and the dependent care FSA components of this Plan are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Code sections 105 and 129. The health FSA component is also a separate plan for purposes of applicable provisions of ERISA, HIPAA, and COBRA. The terms and provisions of the health FSA and dependent care FSA benefits are more fully described in the applicable attachment to Appendix A.

Irrevocability of elections

Except as described in this plan and the component documents, a participant's election under the cafeteria plan is irrevocable for the duration of the period of coverage to which it relates. In other words, unless an exception applies, the participant may not change any elections for the duration of the period of coverage regarding: (a) participation in this Plan; (b) salary reduction amounts; or (c) election of particular benefit package options.

Effect of mistakes

In the event of a mistake as to the eligibility or participation of an employee, the allocations made to the account of any participant, or the amount of benefits paid or to be paid to a participant or other person, the Plan Administrator will, to the extent that it deems administratively possible and otherwise permissible under Code section 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such participant or other person the credits to the account or distributions to which he or she is properly entitled under the cafeteria plan. Such action by the Plan Administrator may include withholding of any amounts due to the plan or the Company from compensation paid by the Company.

No guarantee of tax consequences

Neither the Plan Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a participant under the cafeteria plan will be excludable from the participant's gross income for federal, state, or local income tax purposes. It will be the obligation of each participant to determine whether each payment under this plan is excludable from the participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the participant has any reason to believe that such payment is not so excludable.

Limits for certain employees

Benefits payable under the Plan to each highly compensated participant, as defined in Code section 125(e)(1), or highly compensated individual, as defined in Code section 125(e)(2), will be limited to the extent necessary to avoid violating Code section 125(b)(1), as applicable.

Benefits payable under the Plan to each key employee, as defined in Code section 416(j)(1), will be limited to the extent necessary to avoid violating Code section 125(b)(2), as applicable; and with respect to any life insurance benefits for which the participant contributes on a pre-tax basis, Code section 79(d).

Benefits payable under the Plan to each highly compensated employee, as defined in Code section 414(q), are limited to the extent necessary to avoid violating Code section 129(d)(8). The Company may determine prior to, or during, a Plan Year that the salary reduction contributions of a highly compensated employee must be reduced to avoid violating Code section 129(d)(8). Any amounts that are in excess of the Code section 129(d)(8) limit may be returned to the highly compensated employee in the form of taxable compensation.

Indemnification of Company

If any participant receives one or more payments or reimbursements under this plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such participant will indemnify and reimburse the Company for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

Medical

The Company's health benefits program provides eligible employees with the opportunity to elect medical (including prescription drug) benefits for themselves and their covered spouses and dependents.

The medical (including prescription drug) benefits available under the health benefits program are either self-insured by the Company and provided through contracts with the service providers listed in the *Plan Administration and Other General Information* section below, and/or are provided through an insurance contract with the insurance providers listed in the *Plan Administration and Other General Information* section below. These benefits (including information about who is eligible to receive benefits, the amount payable, required deductibles, co-payments, maximums, limitations, coordination of benefits and exclusions) are summarized in the applicable benefit booklet issued by the applicable service provider or in the applicable certificates of insurance issued by the insurance companies. These booklets and certificates are also available from the Plan Administrator.

You may select a network provider, if applicable, from the directory of providers upon your eligibility to participate in the medical plan. You may automatically access the online provider directory at your medical plan website or by calling your medical plan (see the *Plan Administration and Other General Information* section of this Document for addresses and phone numbers). A directory of network providers in your area will also be provided automatically by the Plan Administrator upon request, and at no cost to you.

The terms and provisions of the health benefits are more fully described in the applicable attachments to Appendix A. For additional information regarding the medical benefits provided under the health benefits program, please contact the Plan Administrator.

If you elect medical coverage under a high deductible health plan and are otherwise eligible, the Company allows you to make pre-tax contributions toward a Health Savings Account.

The Company may offer telemedicine benefits, if any, as described in your enrollment materials.

The Company may also make a contribution to your medical (including prescription drug) benefits if you participate in certain wellness programs as described in your enrollment materials.

Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act

The health benefits program will provide certain benefits related to benefits received in connection with a mastectomy. The health benefits program will include reconstructive surgery following a mastectomy.

If you or your dependent(s) (including your spouse) are receiving medical benefits under the health benefits program in connection with a mastectomy and you or your dependent(s) (including your spouse) elect breast reconstruction, the coverage will be provided in a manner determined in consultation with the attending physician for reconstruction of the breast on which the mastectomy was performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedemas.

Reconstructive benefits are subject to annual health benefits program deductibles and coinsurance provisions like other medical and surgical benefits covered under the health benefits program.

Genetic Information Nondiscrimination Act

The Plan will comply with the requirements of the Genetic Information Nondiscrimination Act of 2008 ("GINA") and the guidance issued pursuant to GINA that is applicable to the Plan. Except as otherwise permitted by GINA, the Plan, or any insurer providing coverage with respect to any Plan benefit program, may not adjust premium or contribution amounts for individuals covered under the Plan on the basis of genetic information. Except as otherwise permitted by GINA, the Plan will not require any individual, as a condition of enrollment or continued enrollment under the Plan, to pay a premium or contribution amount which is greater than such premium or contribution amount would be for a similarly-situated individual enrolled in the Plan because of a health status-related factor of that individual or that individual's covered dependent.

Health Savings Account

The Plan provides eligible employees with an opportunity to elect (HSA) benefits. If you are eligible to participate in the HSA and you participate in an employer-sponsored high deductible health plan (HDHP) that meets the requirements of Section 223 of the Code, you may elect any whole dollar annual contribution subject to the minimum and maximum amounts allowed under Section 223 of the Code as the health savings account premium payment benefit. . Employees participating in the HDHP/HSA may be eligible to receive an HSA employer contribution if offered for the plan year.

Note: If you elect health FSA Benefits, you are generally prohibited from also electing HSA benefits or otherwise making contributions to an HSA. However, you may be eligible to participate in a Limited Purpose FSA if offered for the plan year.

The HSA benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) and Company contributions, if any, are detailed in the HSA summary of benefits. The HSA funding feature is not intended to establish an ERISA plan.

The terms and provisions of the HSA benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the HSA benefits offered under the Plan, please contact the Plan Administrator.

Employee Assistance Plan

The Medical Plan provides confidential counseling and referral services at no cost to eligible employees and their covered spouses and dependents through an Employee Assistance Plan (EAP). The EAP benefits are provided under a contract with a service provider described in the *Plan Administration and Other General Information* section below. Any contact you have with the EAP is strictly confidential. Benefits offered under the EAP (including information about who is eligible to receive benefits, limitations, and exclusions) are summarized in the applicable benefit information issued by the service provider and available from the Plan Administrator.

The terms and provisions of the EAP benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the EAP, please contact the Plan Administrator.

Dental

The benefits program provides eligible employees with the opportunity to elect dental benefits for themselves and their eligible employees and their covered spouses and dependents.

The dental benefits available are either self-insured by the Company and provided through contracts with the service providers listed in the *Plan Administration and Other General Information* section below, and/or are provided through an insurance contract with the insurance providers listed in the *Plan Administration and Other General Information* section below. These benefits (including information about who is eligible to receive benefits, the amount payable, required deductibles, co-payments, maximums, limitations, and exclusions) are summarized in the applicable certificates of insurance issued by the insurance companies. These certificates are also available from the Plan Administrator.

You may select a network provider, if applicable, from the directory of providers upon your eligibility to participate in the dental plan. You may automatically access the online provider directory at your dental plan website or by calling your dental plan (see the *Plan Administration and Other General Information* section of this Document for addresses and phone numbers). A directory of network providers in your area will also be provided automatically by the Plan Administrator upon request, and at no cost to you.

The terms and provisions of the dental benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the dental benefits provided under the plan, please contact the Plan Administrator.

Vision

The benefits program provides eligible employees with the opportunity to elect vision benefits for themselves and their eligible employees and their covered spouses and dependents.

The vision benefits are either self-insured by the Company and provided through contracts with the service providers listed in the *Plan Administration and Other General Information* section below, and/or are provided through an insurance contract with the insurance providers listed in the *Plan Administration and Other General Information* section below. These benefits (including information about who is eligible to receive benefits, the amount payable, required deductibles, co-payments, maximums, limitations, and exclusions) are summarized in the applicable certificates of insurance issued by the insurance companies. These certificates are also available from the Plan Administrator.

You may select a network provider, if applicable, from the directory of providers upon your eligibility to participate in the vision plan. You may automatically access the online provider directory at your vision plan website or by calling your vision plan (see the *Plan Administration and Other General Information* section of this Document for addresses and phone numbers). A directory of network providers in your area will also be provided automatically by the Plan Administrator upon request, and at no cost to you.

The terms and provisions of the vision benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the vision benefits provided under the plan, please contact the Plan Administrator.

Life Insurance

The life insurance benefits program provides eligible employees with life insurance benefit protection. Basic life and accidental death and dismemberment (AD&D) benefits are provided to employees, and voluntary life, AD&D, and dependent insurance benefits are also available. The life insurance benefits are provided through insurance contracts with the insurance provider(s) described in the *Plan Administration and Other General Information* section below.

These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are summarized in the applicable descriptions provided by the insurance provider(s). The descriptions are also available from the Plan Administrator.

Taxes on imputed income

In some cases, an additional amount of taxable pay, known as imputed income, may be added to your W-2 earnings. Imputed income is the amount the Internal Revenue Service (IRS) requires to be added to your taxable pay for the “value” of the Company-provided life insurance in excess of \$50,000. The value of your insurance is not the face amount of your life insurance coverage over \$50,000. Instead, the IRS assigns a dollar amount (premium) of taxable income for each \$1,000 of life insurance over \$50,000. The IRS determines this premium according to a formula using IRS Table I Rates. This excess cost is considered “imputed income” by the IRS and is subject to federal income taxes and Social Security and Medicare taxes.

The terms and provisions of the life insurance benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the life insurance benefits offered under the life insurance benefits program, please contact the Plan Administrator.

Short-term Disability (STD)

The short-term disability (STD) program provides eligible employees with STD benefit protection. The STD program provides eligible New Jersey employees with STD benefit protection in accordance with the New Jersey Temporary Disability State Plan. The STD program also provides eligible employees with an opportunity to elect supplemental STD benefit protection. The STD program provides an eligible employee with certain salary continuation benefits in the event that illness or injury prevents an eligible employee from working for a period of time.

The STD benefits are provided through insurance contracts with the provider(s) described in the *Plan Administration and Other General Information* section below.

These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are summarized in the applicable descriptions provided by the provider(s). The descriptions are also available from the Plan Administrator.

The terms and provisions of the STD benefits are more fully described in the applicable attachment to Appendix A. For more information regarding the benefits offered under the STD program, please contact the Plan Administrator.

Long-term Disability (LTD)

The long-term disability (LTD) program provides automatic benefit protection to participants [in the core plan. Eligible employees in the buy-up plan have an opportunity to elect additional LTD benefit protection. The LTD program provides an eligible employee with salary continuation in the event that illness or injury prevents an eligible employee from working for an extended period of time.

The LTD benefits are provided through insurance contracts with the insurance providers described in the *Plan Administration and Other General Information* section below.

These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are summarized in the applicable descriptions provided by the provider(s). The descriptions are also available from the Plan Administrator.

The terms and provisions of the LTD benefits are more fully described in the applicable attachment to Appendix A. For more information regarding the benefits offered under the LTD program, please contact the Plan Administrator.

Long Term Care

The Plan provides eligible employees with an opportunity to elect Long Term Care (LTC) protection. The LTC benefits are provided under an insurance contract with an insurance company described in the *Plan Administration and Other General Information* section below. These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are detailed in the LTC summary of benefits.

The terms and provisions of the LTC benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the LTC benefits offered under the plan, please contact the Plan Administrator.

Critical Illness

The Plan provides eligible employees with an opportunity to elect Critical Illness benefits protection. The Critical Illness benefits are provided under an insurance contract with an insurance company described in the *Plan Administration and Other General Information* section below. These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are detailed in the Critical Illness summary of benefits.

The terms and provisions of the Critical Illness benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the Critical Illness benefits offered under the plan, please contact the Plan Administrator.

Accident

The Plan provides eligible employees with an opportunity to elect Accident protection. The Accident benefits are provided under an insurance contract with an insurance company described in the *Plan Administration and Other General Information* section below. These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are detailed in the Accident summary of benefits.

The terms and provisions of the Accident benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the Accident benefits offered under the plan, please contact the Plan Administrator.

Hospital Indemnity Insurance

The Plan provides eligible employees with an opportunity to elect hospital indemnity insurance coverage. The hospital indemnity insurance benefits are provided under an insurance contract with an insurance company described in the *Plan Administration and Other General Information* section below. These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are detailed in the hospital indemnity insurance summary of benefits.

The terms and provisions of the Hospital Indemnity benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the hospital indemnity insurance benefits offered under the plan, please contact the Plan Administrator.

Group Legal

The Plan provides eligible employees with an opportunity to elect to participate in a group prepaid legal service plan.

The group legal benefits are provided under a contract described in the *Plan Administration and Other General Information* section below. The benefits offered under the program are detailed in the group legal plan summary of benefits.

The terms and provisions of the group legal benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the group legal benefits offered under the plan, please contact the Plan Administrator.

Business Travel Accident

The business travel accident (BTA) program provides BTA benefits to eligible employees.

The BTA benefits are provided under an insurance contract with an insurance company described in the *Plan Administration and Other General Information* section below. These benefits (including information about who is eligible to receive benefits, the amount payable, maximums, limitations, and exclusions) are detailed in the BTA summary of benefits.

The terms and provisions of the BTA benefits are more fully described in the applicable attachment to Appendix A. For additional information regarding the BTA benefits offered under the BTA Plan, please contact the Plan Administrator.

Severance Plan

The Plan provides for severance benefits payable to certain eligible employees.

These benefits (including information about who is eligible to receive benefits, the amount of benefits payable, limitations, exclusions, etc.) are summarized in the description attached at the *Summary Plan Description Attachments and Additional Benefits* section of this Document. The description is also available from the Plan Administrator.

For more information regarding the severance benefits, please contact the Plan Administrator.

Flexible Spending Accounts (FSA)

Health Flexible Spending Account

The Plan provides health flexible spending account (FSA) benefits to eligible employees. Health FSA benefits offer you the opportunity to save tax dollars on your eligible out-of-pocket health care costs. Here's how the account works: you make contributions to the FSA on a pre-tax basis. You are then reimbursed from your account tax free. Because of the tax advantages that this account offers, it is subject to certain IRS restrictions.

The health FSA is currently administered under service contracts with the service providers described in the *Plan Administration and Other General Information* section of this Document.

These benefits (including information about who is eligible to receive benefits, the amount of contributions, maximums, limitations, and reimbursable expenses) are summarized in the descriptions attached at the *Summary Plan Description Attachments and Additional Benefits* section of this Document. The descriptions are also available from the Plan Administrator.

The terms and provisions of the health FSA benefits are more fully described in the applicable attachment to Appendix A. For more information regarding the benefits offered under the health FSA program, please contact the Plan Administrator.

Dependent Care Flexible Spending Account

The Plan provides dependent care FSA benefits to eligible employees. Dependent care FSA benefits offer you the opportunity to save tax dollars on your eligible out-of-pocket dependent care costs. Here's how the account works: you make contributions to a dependent care FSA on a pre-tax basis. You are then reimbursed from your account tax free. Because of the tax advantages that this account offers, it is subject to certain IRS restrictions.

The dependent care FSA is currently administered under service contracts with the service providers described in the *Plan Administration and Other General Information* section of this Document.

These benefits (including information about who is eligible to receive benefits, the amount of contributions, maximums, limitations, and eligible expenses) are summarized in the descriptions attached at the *Summary Plan Description Attachments and Additional Benefits* section of this Document. The descriptions are also available from the Plan Administrator.

The terms and provisions of the dependent care FSA benefits are more fully described in the applicable attachment to Appendix A. For more information regarding the benefits offered under the dependent care FSA program, please contact the Plan Administrator.

Covered and Non-covered Services

See the certificates of insurance and benefits booklets attached at Appendix A for a specific listing of covered and non-covered services for your benefits.

Claims and Appeal Process

In general, any participant or beneficiary or his/her duly authorized representative (the “claimant”) may file a written claim for benefits using the proper form and procedure. A benefit plan has a specific amount of time, by law, to evaluate and process claims for benefits covered by ERISA. The length of time the benefit plan has to evaluate and process a claim begins on the date the claim is first filed.

If you have any questions regarding how to file or appeal the initial claim, contact the appropriate Claims Administrator.

Following an adverse benefit determination on review, and after exhausting the applicable plan appeal process described below, you are entitled to bring a civil action in a federal or state court of competent jurisdiction in accordance with Section 502(a) of the Employee Retirement Income Security Act of 1974.

The general rules under ERISA are described in this section. Note that state insurance laws may provide additional protection to claimants under insured arrangements and if so, those rules will apply.

The plan intends to comply with the many changes that are required by new standards for internal claims and appeals and external reviews as required by the Affordable Care Act. If the plan existed prior to enactment of the Affordable Care Act, and the plan is a grandfathered health plan, the new external review provisions do not apply to the plan. If the plan is not a grandfathered health plan and it is self-insured, see the applicable certificates and descriptive booklets for more information on the full claims and appeals process.

Filing a claim

For information on how to file your initial claim, see the claim filing procedures in the insurance contract or associated documents which describe the benefit program. Notwithstanding the foregoing, claims filed under a self-insured medical/prescription drug plan offered herein must be filed within 12 (twelve) months of the date of service. In general, any participant or beneficiary under the Plan (or his or her authorized representative) may file a written claim for benefits using the proper form and procedure. A claimant can obtain the necessary claim forms from the Claims Administrator or Plan Administrator.

Claim-related definitions

Urgent care claims

“Urgent care claims” are claims (other than post-service claims) for which the application of non-urgent care time frames could seriously jeopardize the life or health of the patient or the ability of the patient to regain maximum function, or, in the judgment of a physician, would subject the patient to severe pain that cannot be adequately managed otherwise.

Pre-service claims

“Pre-service claims” are claims for approval of a benefit if the approval is required to be obtained before a patient receives health care (for example, claims involving preauthorization or referral requirements).

Post-service claims

“Post-service claims” are claims involving the payment or reimbursement of costs for health care that has already been provided.

Concurrent care claims

“Concurrent care claims” are claims in which the Plan previously has approved a course of treatment over a period of time or for a specific number of treatments, and the Plan later reduces or terminates coverage for those treatments. A concurrent care claim may be treated as an “urgent care claim”, “pre-service claim”, or “post-service claim”, depending on when during the course of your care you file the claim. However, the Plan must give you sufficient advance notice of the initial claims determination so that you may appeal the claim before a concurrent care claims determination takes effect.

In addition, in an urgent care situation in which the Plan previously approved a course of treatment and you wish to extend such treatments past the time period or number of treatments previously approved, you may request an extension to the course of treatments at least 24 hours prior to the time the treatments are scheduled to expire. The Plan must notify you of its determination of whether to grant to request within 24 hours of receipt of the claim.

Claim review procedures

The Claims Administrator listed in the *Plan Administration and Other General Information* section below will process the payment of claims under the Plan and handle the related recordkeeping. The Company may act as the Claims Administrator for purposes of reviewing claims and claim denials under the Plan, or may designate other organizations or persons to act as the Claims Administrator for claims review and denials. With respect to fully insured benefits, the Claims Administrator is the insurance company. For more information on the Claims Administrator for purposes of claims review and denials under the self-insured benefits offered under the Plan, see the claim filing procedures described in the associated documents which describe the benefit program. The Company or other designated Claims Administrator has full discretion and authority to determine all claims under the benefit programs. Any action or determination in the review procedure will be final, conclusive and binding on the Claims Administrator, Plan Administrator, the Company, you and your family members.

If you, your beneficiary or your authorized representative feel that any of the benefit programs have made an error concerning your benefits, you, your beneficiary or your authorized representative has the right to request reconsideration under the Plan in accordance with the applicable procedures. All requests for reconsideration will be submitted in writing to the Claims Administrator.

Initial claim determination

Pursuant to the Employee Retirement Income Security Act of 1974 (ERISA), for each of the Plan options, except for the cafeteria plan option, the [health savings account], and the dependent care FSA, the Plan has a specific amount of time, by law, to evaluate and respond to a claim for benefits. The period of time the Plan has to evaluate and respond to a claim begins on the date the claim is first filed. If you have any questions regarding how to file or appeal a claim, contact the Claims Administrator for the benefit at issue.

The following timeframes apply to the various types of claims that you may make under the Plan, depending on the benefit at issue:

Timeframes for initial claims decisions

Timeframes generally start when the Plan receives a claim. (But see the special rule for “concurrent care” decisions to limit previously-approved treatments.) Notices of benefit determinations generally should be provided through in-hand delivery, mailed, or sent by electronic delivery, before the period expires, though oral notices may be permitted in limited cases. A reference to “days” means calendar days. Health Care FSA claims are considered non-urgent “post-service” claims.

	Medical, Dental, Vision and Health FSA Plans — urgent care claims	Medical, Dental, Vision and Health FSA Plans — non-urgent “pre-service” claims	Medical, Dental, Vision and Health FSA Plans non-urgent “post-service” claims	Medical, Dental, Vision and Health FSA Plans “concurrent care” decision to reduce benefits	Disability Plans	Life Insurance and Accidental Death & Dismemberment Plans
Timeframe for Providing Notice	Notice of determination (<i>whether adverse or not</i>) must be provided by the Plan as soon as possible considering medical exigencies, no later than 72 hours. If you request in advance to extend ongoing treatments, provide notice of determination as soon as possible taking into account medical exigencies, but no later than 24 hours.	Notice of determination (<i>whether adverse or not</i>) must be provided by the Plan within a reasonable period of time appropriate to the medical circumstances, but no later than 15 days.	Notice of adverse determination must be provided within a reasonable period of time, but no later than 30 days.	Notice of adverse determination must be provided by the Plan sufficiently in advance to give you an opportunity to appeal and obtain decision before benefit is reduced or terminated.	Notice of adverse determination must be provided by the Plan within a reasonable period of time, but no later than 45 days.	Notice of adverse determination must be provided by the Plan within a reasonable period of time, but no later than 90 days.
Extensions	The Plan has up to 48 hours (subject to decision being made as soon as possible) for missing claim information; this period measured from when information is received or extension period expires.	The Plan has up to 15 days if necessary due to matters beyond the plan's control and must provide extension notice before period ends.*	The Plan has up to 15 days if necessary due to matters beyond the Plan's control and must provide extension notice before period ends.*	N/A	The Plan has up to 30 days if necessary due to matters beyond the Plan's control. A second 30 day extension may also be permitted. The Plan must provide the extension notice before period(s) end.*	The Plan has up to 90 days for special circumstances and must provide the extension notice before period ends.
Period for Claimant to Complete Claim	You have a reasonable period of time to provide missing information (no less than 48 hours).	You have at least 45 days to provide any missing information.	Give claimant at least 45 days to provide any missing information.	N/A	You have at least 45 days to provide any missing information.	No rule.

	Medical, Dental, Vision and Health FSA Plans — urgent care claims	Medical, Dental, Vision and Health FSA Plans — non-urgent “pre-service” claims	Medical, Dental, Vision and Health FSA Plans non-urgent “post-service” claims	Medical, Dental, Vision and Health FSA Plans “concurrent care” decision to reduce benefits	Disability Plans	Life Insurance and Accidental Death & Dismemberment Plans
Other Related Notices	Notice that claim is improperly filed or missing information must be provided by the Plan as soon as possible (no later than 24 hours).	Notice that claim is improperly filed must be provided by the Plan as soon as possible (no later than 5 days).	N/A	N/A	N/A	N/A

15 or 30-day extension period (whichever is applicable) is “tolled” until the claimant responds to the notice.

Adverse benefit determination

If the Plan does not fully agree with your claim, you will receive an “adverse benefit determination” – a denial, reduction or termination of a benefit, or failure to provide or pay for (in whole or in part) a benefit. An adverse benefit determination includes a decision to deny benefits based on

- An individual being ineligible to participate in the Plan;
- Utilization review;
- A service being characterized as experimental or investigational or not medically necessary; and
- A concurrent care decision; and
- Certain retroactive terminations of coverage, whether or not there is an adverse effect on any particular benefit at the time.

An adverse benefit determination for medical claims includes a rescission of coverage (generally a retroactive cancellation of coverage) under the Plan, whether or not in connection with the rescission there is an adverse effect on any particular benefit at that time.

In the event of an adverse benefit determination, you will receive notice of the determination. The notice will include:

- the specific reasons for the adverse determination;
- the specific Plan provisions on which the determination is based;
- a description of any additional information needed to reconsider the claim and the reason this information is needed;
- a description of the Plan's review procedures and the time limits applicable to such procedures;
- a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review;
- if any internal rules, guidelines, protocols or similar criteria was used as a basis for the adverse determination, either the specific rule, guideline, protocols or other similar criteria or a statement that a copy of such information will be made available free of charge upon request;
- for adverse determinations based on medical necessity, experimental treatment or other similar exclusions or limits, an explanation of the scientific or clinical judgment used in the decision, or a statement that an explanation will be provided free of charge upon request; and
- For adverse determinations involving urgent care, a description of the expedited review process for such claims (this notice may be provided orally within the timeframe for the expedited process, as long as written notice is provided no later than 3 days after the oral notice).

For medical claims, the notice will include information sufficient to identify the claim involved. This includes:

- the date of service;
- the health care provider;
- the claim amount (if applicable); and
- The denial code.

For medical claims, the notice will also include:

- a statement that diagnosis and treatment codes (and their meanings) will be provided upon request;
- A description of the Plan's standard used in denying the claim. For example, a description of the "medical necessity" standard will be included;
- in addition to the description of the Plan's internal appeal procedures, a description of the external review processes; and
- The availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman to assist enrollees with the internal claims and appeals and external review processes.

Appealing a Claim

If you receive notice of an adverse benefit determination and disagree with the decision, you are entitled to apply for a full and fair review of the claim and the adverse benefit determination. You (or an appointed representative) can appeal and request a claim review in accordance with the timeframes described in the chart below. The request must be made in writing, except for urgent care claims which you may file orally or in writing, and should be filed with the appropriate Claims Administrator set forth in the *Plan Administration and Other General Information* section of this Document.

Any appeal will be decided in accordance with reasonable claims procedures, as required by ERISA (if ERISA applies) and other applicable law. If you do not appeal on time, you will lose your right to later object to the decision and your right to file suit in a state or federal court, because you will not have exhausted your internal administrative appeal rights (which generally is a prerequisite to bringing suit in state or federal court). Note that under certain circumstances, you may also have the right to obtain external review (that is, review outside of the Plan).

Timeframes for appeals process

Timeframes for filing an appeal start when you receive written notice of the adverse benefit determination. The timeframes for providing notice of benefit determination on review start when the appeal is filed in accordance with the Plan's procedures. The notice of appeals decision should be provided through in-hand delivery, mailed, or sent by electronic delivery before the period expires, though urgent care decisions may have to be delivered by telephone, facsimile, or other available expeditious method. References to "days" mean calendar days.

	Medical, Dental, Vision and Health FSA Plans — urgent care claims*	Medical, Dental, Vision and Health FSA Plans — non-urgent care pre-service claims*	Medical, Dental, Vision and Health FSA Plans — non-urgent care post-service claims*	Disability Plans	Life Insurance and Accidental Death & Dismemberment Plans
Period for Filing Appeal	You have at least 180 days.	You have at least 180 days.	You have at least 180 days.	You have at least 180 days.	You have at least 60 days.

Timeframe for Providing Notice	As soon as possible taking into account medical exigencies, but not later than 72 hours. Maximum 2 levels of mandatory review.	Within reasonable period of time appropriate to medical circumstances, but not later than 30 days. Maximum 2 levels of mandatory review. If 2 levels are used, notice must be provided within 15 days of each appeal.	Within reasonable period of time, but not later than 60 days. Maximum 2 levels of mandatory review. If 2 levels are used, notice must be provided within 30 days of each appeal.	Within reasonable period of time, but not later than 45 days. Maximum 2 levels of mandatory review.	Within reasonable period, but not later than 60 days.
Extensions	None.	None.	None.	Additional 45 days if special circumstances require extension (with period "tolled" until you respond to any information request).	Additional 60 days if special circumstances require extension.
Quarterly Meeting Rule Alternative to Above Time Limits	None.	None.	None.	None.	Available.

* An appeal of a concurrent care decision to reduce or terminate previously-approved benefits may be an urgent care, pre-service, or post-service claims, depending on the facts.

Medical coverage for you and your dependents will continue pending the outcome of an internal appeal. This means that the Plan will not terminate or reduce any ongoing course of treatment without providing advance notice and the opportunity for review.

The review will be conducted by the Claims Administrator (if serving as the reviewer for appeals) or other appropriate named fiduciary of the Plan. In either case, the reviewer will not be the same individual who made the initial adverse benefit determination which is the subject of the review, nor the subordinate of such individual (including any physicians involved in making the decision on appeal if medical judgment is involved). Where the adverse determination is based in whole or in part on a medical judgment, the reviewer will consult with an appropriate health care professional. No deference will be afforded to the initial adverse benefit determination.

You will be able to review your file and present evidence as part of the review. You will have the opportunity to submit written comments, documents, records, and other information relating to the claim and you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. Whether a document, record or other information is relevant to the claim will be determined in accordance with the applicable DOL regulations. You also are entitled to the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination. The review will take into account all comments,

documents, records and other information submitted by the claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

For medical claims, the Claims Administrator will ensure that all claims and appeals are adjudicated in a manner designed to ensure there is no conflict of interest with regard to the individual making the decision. The Claims Administrator will ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) must not be made based upon the likelihood that the individual will support a denial of benefits. The Claims Administrator will ensure that health care professionals consulted are not chosen based on the expert's reputation for outcomes in contested cases, rather than based on the professional's qualifications.

Prior to making a benefit determination on review, the Claims Administrator must provide you with any new or additional evidence considered, relied upon, or generated by the Medical Plan (or at the direction of the Plan) in connection with the claim. This evidence will be provided at no cost to you, and will be given before the determination in order to give you a reasonable opportunity to respond. Prior to issuing a final internal adverse benefit determination on review based on a new or additional rationale, the rationale will be provided at no cost to you. It will be given before the determination in order to give you a reasonable opportunity to respond.

If the Plan fails to strictly adhere to all the requirements of the internal claims and appeals process with respect to your medical claim, you are deemed to have exhausted the internal claims and appeals process. In this case, you may seek an external review or pursue legal remedies (as discussed below) without waiting for further Plan action. However, this will not apply if the error was de minimus, if the error does not cause harm to the claimant, if the error was due to a good cause or to matters beyond the Plan's control, if it occurs in context of good faith exchange of information, or if the error does not reflect a pattern or practice of noncompliance. In that case, you may resubmit your claim for internal review and you may ask the Plan to explain why the error is minor and why it meets this exception.

Additionally, if your claim is an Urgent Care Claim or a claim requiring an ongoing course of treatment, you may begin an expedited external review before the Plan's internal appeals process has been completed.

The Claims Administrator will provide you with written notification of the Plan's determination on review, within the timeframes described above. For urgent care, all necessary information, including the benefit determination on review, will be transmitted between the Plan and the claimant by telephone, fax, or other available similarly expeditious method. In the case of an adverse benefit determination, such notice will indicate:

- the specific reason for the adverse determination on review;
- reference to the specific provisions of the Plan on which the determination is based;
- 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 the claim for benefits;
- a description of your right to bring a civil action under ERISA following an adverse determination on review;
- if any internal rules, guidelines, protocols or similar criteria was used as a basis for the adverse determination, either the specific rule, guideline, protocols or other similar criteria or a statement that a copy of such information will be made available free of charge upon request;
- for adverse determinations based on medical necessity, experimental treatment or other similar exclusions or limits, an explanation of the scientific or clinical judgment used in the decision, or a statement that an explanation will be provided free of charge upon request; and
- A description of the voluntary appeals procedure under the Plan, if any, and your right to obtain additional information upon request about such procedures.

For medical claims adverse benefit determinations, the notice will include information sufficient to identify the claim involved. This includes:

- the date of service;
- the health care provider;
- the claim amount (if applicable); and
- The denial code.

For medical claims, the notice will also include:

- a statement that diagnosis and treatment codes (and their meanings) will be provided upon request;
- A description of the Plan's standard used in denying the claim. For example, a description of the "medical necessity" standard will be included;
- in addition to the description of the Plan's internal appeal procedures, a description of the external review processes; and
- The availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman to assist enrollees with the internal claims and appeals and external review processes.

All decisions are final and binding unless determined to be arbitrary and capricious by a court of competent jurisdiction.

Legal remedies

You will not be able to bring a legal or equitable action for benefits under the Plan or any benefit program unless and until you have:

- Submitted a claim for benefits in accordance with the foregoing applicable description of the claims process,
- You have been notified by the Claims Administrator that the claim has been denied, and
- You have filed a written request for a review of the claim in accordance with the foregoing applicable description of claims appeal procedures and the denial of the claim has been affirmed.

However, you will be entitled to bring a legal action on any claim if the Claims Administrator has failed to take any action on the claim within the time permitted for reviewing the claim as discussed in the chart above.

Unclaimed benefits

The Plan Administrator will take reasonable steps to ascertain the whereabouts of a claimant so as to affect delivery of benefits payable under the Plan. If a claimant has not collected benefits payable to him or her within 12 months from the date the claim was filed, the Plan Administrator may, three months after sending by certified mail a written notice of benefits to the last known address of such claimant as shown on the records of the Plan Administrator, deem the claimant's right to such benefit waived. Upon such waiver, the Plan will have no liability for payment of the benefit otherwise payable. If the unclaimed benefits provisions in this Document conflict with the unclaimed benefits provisions in an insurance contract governing benefits at issue, the unclaimed benefits provisions in the insurance contract will govern.

Coordination of Benefits

Coordination of benefits provisions apply to the health plans only and, to the extent that these provisions are not described in the applicable certificates or descriptive booklets, are described in this section. To the extent that the descriptive booklet(s) provided by the third party administrator or insurance carrier includes coordination of benefit provisions, the provisions of the descriptive booklet(s) will govern.

All payments under the plans described in this Document will be coordinated with benefits payable under any other group benefit plans that provide coverage for you or your dependent(s). Coordination of benefits prevents duplication and works to the advantage of all members of the group.

When you or your dependent(s) are eligible for benefits under another group plan, the eligible expenses under this plan will be determined. One of the plans involved will pay benefits first — the Primary Plan — and the other plan(s) will pay benefits next — the Secondary Plan(s).

Allowable Expense: Includes any necessary, reasonable, and customary expense that would be covered in full or in part under the Plan. When a plan provides benefits in the form of furnishing services or supplies rather than cash payments, the service or supply will not be considered an allowable expense or a benefit paid.

Plan: Most plans under which group health benefits are provided, including group insurance closed panel or other forms of group or group-type coverage (whether insured or uninsured) or provides benefits on a prepaid or managed care basis (for example, PPO or HMO) or an indemnity basis, medical care components of group long-term care contracts (such as skilled nursing care), medical benefits under group or individual automobile contracts, Workers' Compensation, and Medicare or other governmental benefits, as permitted by law. Also included are plans that provide coverage for students that are sponsored by, or provided through, a school or other educational institution, except for accident-type coverage for grammar and high school students.

Primary Plan: A benefit plan that has primary liability for a claim.

Secondary Plan: A benefit plan that adjusts its benefits by the amount payable under the Primary Plan.

This Plan will be the Primary Plan on claims:

- For you, if you are not covered as an employee by another plan;
- For your spouse/**domestic partner**, if your spouse/**domestic partner** is not covered as an employee by another plan; and
- For your dependent children, the birthdays of the parents are used to determine which coverage is primary. This is the case if the parents are married to each other or not separated (whether or not they were ever married), or if a court decree awarding joint custody does not stipulate that one parent is responsible for the child's health care. The coverage of the parent whose birthday (month and day) comes before the other parent's birthday in the calendar year will be considered primary coverage (For example, if your spouse's birthday is in January and your birthday is in May, your spouse's plan is the primary plan for your children). If both parents have the same birthday, then the coverage that has been in effect the longest is primary.

When a child is claimed as a dependent by parents who are separated or divorced, the Primary Plan is the plan of the parent who has court-ordered financial responsibility for the dependent child's health care expenses. If there is no court-ordered financial responsibility for the dependent child's health care expenses, the Plan will be Secondary. When a child's parents are separated or divorced and there is no court decree, then the Primary Plan will be determined in the following order:

- The plan of the parent with custody of the child;
- The plan of the spouse of the parent with custody of the child; and

- The plan of the parent not having custody of the child.

The “birthday rule” described above applies if a court decree awarding joint custody does not stipulate that one parent is responsible for the child’s health care.

If the Plan is the Primary Plan, it will pay benefits first. Benefits will be calculated according to the terms of the Plan and will not be reduced due to benefits payable under other plans.

If the Plan is the Secondary Plan, benefits under the Plan may be reduced. The Claims Administrator will determine the amount the Plan normally would pay. Then the amount payable under the Primary Plan for the same expenses will be subtracted from the amount the Plan would have normally paid. The Plan will pay the difference. If the Plan is Secondary, you will never be paid more for the same expenses under both the Plan and the Primary Plan than the Plan would have paid alone.

When the Plan is the Secondary Plan and the patient is covered under an HMO, benefits under the Plan will be limited to the copayment, if any, for which you would have been responsible under the HMO, whether or not the services provided, are rendered by the HMO.

In the event that a legal conflict exists between two plans as to which is the Primary Plan and which is the Secondary Plan, the plan that has covered the patient for the longer time will be considered the Primary Plan. When a plan does not have a coordination of benefits provision, the rules in this provision are not applicable and such plan’s coverage is automatically considered the Primary Plan.

Even if the Plan is your Primary Plan or Secondary Plan, in states with no-fault automobile insurance, the automobile insurance carrier is the primary insurance for injuries resulting from an automobile accident. In no fault states, all medical expenses related to an automobile accident should be submitted to the automobile insurance carrier first. The Plan will pay covered expenses not payable under the no-fault automobile insurance according to the coordination of benefit rules discussed above. Then, you can submit claims under another plan, such as your spouse’s employer’s plan, for any expenses not paid by the Plan. Depending on the coordination of benefit provisions of the other plan, you may or may not receive additional benefits.

Coordination with Medicare

When you or your eligible dependents are entitled to Medicare and are covered under the Plan, the Plan continues to be the Primary Plan as long as you are an active employee. The Plan is Primary Plan for the following situations:

- Eligible active employees age 65 and over and who are entitled to Medicare benefits;
- Dependent spouses age 65 and over who participate in the Plan on the basis of current employment status of the employee and who are entitled to Medicare benefits;
- Social Security disabled participants who are covered by the Plan on the basis of your active employment status with Company and who are entitled to Medicare benefits; and
- For the first 30 months of Medicare entitlement, certain individuals who become eligible for Medicare on the basis of having end-stage renal disease (ESRD).

If you or a covered family member becomes covered by Medicare after a COBRA election is made, your COBRA coverage will end.

Facility of payment

When benefit payments that would have been made under a Company plan have been made under another plan, the Plan has the right to pay the other plan the amount that satisfies the intent of the provision. Any payment made will be considered payment of benefits under the Plan and, to the extent of such payments, the Plan’s obligation to pay benefits will be satisfied. The Company will not have to pay that amount again.

The term “payment made” also includes providing benefits in the form of services; in which case “payment made” means a reasonable cash value of the benefits provided in the form of services.

Right of recovery

The Plan has the right to recover any payment made in excess of the maximum amount payable under this provision. The Plan may recover from one or more of the following entities in an effort to make the plan whole:

- Any persons it paid or for whom payment was made;
- Any insurer, and any other organization; or
- Any entity that was thereby enriched.

The “payment made” includes the reasonable cash value of any benefits provided in the form of services.

Release of information

Certain facts are needed to apply the rules of this provision. The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may get the needed facts from or give them to any other organization or person. The Claims Administrator need not tell, or get the consent of, any person to do this. At the time a claim for benefits is made, the Claims Administrator will determine the information necessary to operate this provision.

Recovery Provisions

The descriptive booklet(s) provided by the third party administrator or insurance carrier may include subrogation, acts of third party, and right of recovery provisions applicable to the health plan benefits offered under this plan. See the component plan documents for more information. To the extent that these provisions are not described in the applicable certificates or descriptive booklets, they are described in this section.

Right of the plan to recover improperly paid benefits

The Company has the right to recover an amount paid in error. For example, if you receive benefits for a service under the Plan in error, and you also receive benefits from another plan for the same service, the Company and the Plan vendor have the right to recover the amount paid to you by the other plan. You are not permitted to receive total benefits above the cost of the service provided. The same is true if payment is made in excess of what should have been paid under the Plan.

Refund of overpayments

If benefits are paid under the Plan for expenses incurred, you or any other person or organization that was paid must make a refund to the Plan if:

- all or some of the expenses were not paid by you or did not legally have to be paid by you, or
- All or some of the payment made under the Plan exceeded the benefits available under the Plan.

The refund equals the amount of benefits paid in excess of the amount that should have been paid under the Plan.

If the refund is due from another person or organization, then you agree to assist the Company in obtaining the refund when requested.

If you, or any other person or organization that was paid, do not promptly refund the full amount, the amount owed may be deducted from any future claim reimbursements.

Acts of third parties

When you or your covered dependent are injured or become ill because of the actions or inactions of a third party, the Plan may cover your eligible health care (medical, dental and vision) expenses. However, to receive coverage, you must notify the Plan that your illness or injury was caused by a third party, and you must follow special Plan rules. This section describes the Plan's procedures with respect to subrogation and right of recovery.

Subrogation means that if an injury or illness is someone else's fault, the Plan has the right to seek expenses it pays for that illness or injury directly from the at-fault party or any of the sources of payment listed later in this section. A right of recovery means the Plan has the right to recover such expenses indirectly out of any payment made to you by the at-fault party or any other party related to the illness or injury.

By accepting Plan benefits to pay for treatments, devices, or other products or services related to such illness or injury, you agree that the Plan:

- Has an equitable lien on any and all monies paid (or payable to you or for your benefit by any responsible party or other recovery to the extent the Plan paid benefits for such sickness or injury;
- May appoint you as constructive trustee for any and all monies paid (or payable to) you or for your benefit by any responsible party or other recovery to the extent the Plan paid benefits for such sickness or injury; and

- May bring an action on its own behalf or on the covered person's behalf against any responsible party or third party involved in the sickness or injury.

If you (or your attorney or other representative) receive any payment, however characterized, from the sources listed later in this section – through a judgment, settlement or otherwise – when an illness or injury is a result of a third party, you agree to place the funds (without reduction for attorney's fees or otherwise) in a separate, identifiable account and that the plan has an equitable lien on the funds, and you agree to serve as a constructive trustee over the funds to the extent that the Plan has paid expenses related to that illness or injury. This means that you will be deemed to be in control of the funds.

You must reimburse the Plan first, in full, out of such funds for any health care expenses the Plan has paid related to such illness or injury. You must reimburse Plan up to the full amount of the compensation you receive from the responsible party, regardless of whether your settlement or judgment says that the money you receive (all or part of it) is for health care expenses.

Furthermore, you must reimburse the Plan regardless of whether the third party admits liability and regardless of whether you have been made whole or fully compensated for your injury. If any money is left over, you may keep it.

Additionally, the Plan is not required to participate in or contribute to any expenses or fees (including attorney's fees and costs) you incur in obtaining the funds. The Plan's sources of payment through subrogation or recovery include (but are not limited to) the following:

- Money from a third party that you, your guardian or other representatives receive or are entitled to receive;
- Any constructive or other trust that is imposed on the proceeds of any settlement, verdict or other amount that you, your guardian or other representatives receive;
- Any equitable lien on the portion of the total recovery which is due the Plan for benefits it paid; and
- Any liability or other insurance (for example, uninsured motorist, underinsured motorist, medical payments, workers' compensation, no-fault, school, homeowners, or excess or umbrella coverage) that is paid or payable to you, your guardian or other representatives.

As a Plan participant, you are required to:

- Cooperate with the Plan's efforts to ensure a successful subrogation or recovery claim, including setting funds aside in a particular account. This also includes doing nothing to prejudice the Plan's subrogation or recovery rights outlined in this Document.
- Notify the Plan within 31 days of the date any notice is given by any party, including an attorney, of your intent to pursue or investigate a claim to recover damages or obtain compensation due to sustained injuries or illness.
- Provide all information requested by the Plan, the Claims Administrator or their representatives, or the Plan Administrator or its representatives.

The Plan may terminate your Plan participation and/or offset your future benefits in the event that you fail to provide the information, authorizations, or to otherwise cooperate in a manner that the Plan considers necessary to exercise its rights or privileges under the Plan.

If the subrogation provisions in these "Acts of third party" provisions conflict with subrogation provisions in an insurance contract governing benefits at issue, the subrogation provisions in the insurance contract will govern. If the right of recovery provisions in these "Acts of third party" provisions conflict with right of recovery provisions in an insurance contract governing benefits at issue, the right of recovery provisions in the insurance contract will govern.

When Coverage Ends

Benefits under all component programs (for all covered persons) will cease upon termination of the Plan. Other circumstances can result in the termination of individual benefits under the Plan. The insurance contracts (including the certificate of insurance booklets), plans, and other governing documents in the applicable attachments provide additional information.

Except as otherwise provided under a plan specific summary or evidence of coverage booklet, your coverage under the Plan automatically will terminate on the earliest of the following dates:

- The date the Plan terminates;
- The date a particular benefit program terminates (for that benefit program only);
- The last day for which the necessary contributions are made;
- The last day of the month in which your employment terminates, you retire or you otherwise cease to be eligible for coverage; or
- The date of your death.

Except as otherwise provided under a plan specific summary or evidence of coverage booklet, your eligible dependent's coverage automatically will terminate on the earliest of the following dates:

- The date the Plan terminates;
- The date a particular benefit program terminates (for that benefit program only);
- The date on which your coverage terminates;
- The date you elect to terminate your eligible dependent's coverage;
- The last day for which the necessary contributions are made;
- The last day of the month in which the eligible dependent(s) ceases to be eligible for coverage;
- The date the eligible dependent(s) is covered as an employee under the Plan;
- The date the eligible dependent(s) is covered as the dependent of another employee under the Plan;
- The date the eligible dependent(s) enters the armed forces of any country or international organization; or
- The date the dependent is no longer eligible for coverage under a QMCSO.

When an eligible employee's participation in the Plan terminates, benefits under the Plan for the eligible employee and covered persons covered through that eligible employee will cease. When an eligible employee's participation in a component benefit program terminates, benefits under that component benefit program for the eligible employee and covered persons covered through that eligible employee will cease. Termination of participation in a component benefit program occurs in accordance with the terms and conditions established for that program.

Employment Termination

If you terminate employment, you will no longer be eligible to participate in the Plan. Typically, your pre-tax contributions will continue through your last regular payroll period. If you terminate employment and are rehired within 30 days, you will re-enter the Plan with the same election you had before you left. If you are rehired after 30 days, you may make a new benefit election for the remainder of the coverage year. Please contact your Plan Administrator for more information on the options available to you.

Termination of participation in the Plan will not affect any rights you may have to continue participation in certain group health plans. Your Plan Administrator will give you information on how to continue coverage under COBRA, if this is appropriate.

Continuation Coverage

There are several types of continuation coverage that may apply to particular component benefit programs, as highlighted below. For more information, see the attachments for the particular component benefit programs.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 31-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requires that the Company provide you and/or your spouse and covered dependents who are qualified beneficiaries under COBRA with the opportunity to continue medical, dental, and vision coverage for a temporary period at group plan premium rates in certain instances where your coverage under the plans would otherwise end.

The descriptive booklet(s) provided by the third party administrator or insurance carrier include a complete explanation of your COBRA rights and responsibilities. If you have any questions about your COBRA rights, please read your Initial COBRA Notice, a copy of which has been previously furnished to you and your spouse (if covered). Please contact the Plan Administrator if you need another copy.

As a qualified beneficiary, you can elect to continue the health coverage in effect on the date your coverage would otherwise end. You may also, under certain circumstances, be eligible to continue your participation in the health FSA. In general, health FSA continuation under COBRA is available only for the remainder of the year in which you terminate employment. You may not continue your dependent care FSA under COBRA.

Qualified beneficiaries include you, your spouse, and dependent children who were covered under the Plan immediately before coverage ends. A qualified beneficiary also includes a child born to or placed for adoption with you the employee while enrolled in COBRA continuation coverage, provided you provide timely and proper notification of the birth or adoption.

Note that you may have options other than COBRA available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees. For more information about the Marketplace, visit www.HealthCare.gov.

You do not have to show that you are insurable to choose continuation coverage. However, continuation coverage under COBRA is provided subject to your eligibility for coverage. The Company reserves the right to terminate your coverage retroactively if you are determined to be ineligible under the terms of the health plans.

You will have 60 days from the date of the qualifying event to elect COBRA continuation coverage, or, if later, 60 days from the date the COBRA Administrator or its agent sends a COBRA election notice to you. If you do not choose COBRA coverage within that time, you will not be eligible for COBRA coverage.

You will have to pay the entire premium plus a 2% administrative fee (subject to any applicable government subsidy) for your continuation coverage. There is a grace period of at least 30 days for the payment of the regularly scheduled premium. Your first premium payment is due within 45 days of the date of your election.

If you have any questions about your COBRA rights, please read your Initial COBRA Notice, a copy of which has been previously furnished to you and your spouse (if covered). Please contact the Plan Administrator if you need another copy. COBRA continuation is administered by O.C.A. Benefit Services, LLC, herein referred to as the "COBRA Administrator".

Who is covered

Employees

If you are an employee covered by a Company-sponsored group health plan, you have a right to elect COBRA coverage if you lose your group health coverage under the Plan because of either of the following qualifying events:

- A reduction in your hours of employment with the Company, or
- The termination of your employment (for reasons other than gross misconduct on your part).

Spouse

If you are the spouse of an employee and are covered by a Company-sponsored plan on the day before the qualifying event, you are a qualified beneficiary and have the right to choose continuation coverage for yourself if you lose group health coverage under a Company-sponsored group health plan for any of the following four reasons:

- The death of your spouse;
- The termination of your spouse's employment (for reasons other than your spouse's gross misconduct) or reduction in your spouse's hours of employment;
- Divorce from your spouse. Also, if your spouse (the employee) reduces or eliminates your group health coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a qualifying event for you even though your coverage was reduced or eliminated before the divorce or separation; or
- Your spouse becomes entitled to (that is, covered by) Medicare.

Federal law does not recognize your domestic partner as your spouse and a domestic partner is not recognized as a COBRA qualified beneficiary. However, although domestic partners and their eligible dependent children are generally not considered qualified beneficiaries for purposes of legal entitlement to COBRA continuation coverage, the Company does make COBRA-like coverage available to covered domestic partners and their eligible dependent children who meet the requirements for eligibility under the Plan. Accordingly, eligible dependents for purposes of receiving COBRA coverage as described in this section also include domestic partners and their dependent children. If you have enrolled your domestic partner and his or her eligible dependent children for coverage under the Plan and you terminate your domestic partnership, you must notify the COBRA Administrator in writing within 60 days of the event. Your domestic partner and his or her eligible dependent children will thereafter be eligible to elect to receive COBRA continuation coverage under the Plan as described in this section. However, COBRA rights and protections do not apply to this extension of domestic partner coverage.

Dependent Children

If you are a covered dependent child of an employee covered by a Company-sponsored plan on the day before the qualifying event, you also are a qualified beneficiary and have the right to continuation coverage if group health coverage under such plan is lost for any of the following five reasons:

- The death of the parent-employee;

- The termination of the parent-employee's employment (for reasons other than his/her gross misconduct) or reduction is his /her hours of employment;
- The parent-employee's divorce or in some cases legal separation;
- The parent-employee becomes entitled to (that is, covered by) Medicare; or
- The dependent ceases to be a "dependent child" under the Company-sponsored plan.

QMCSO: A child of the covered employee who is receiving benefits under the Plan pursuant to a qualified medical child support order (QMCSO) received by the Company during the covered employee's period of employment with the Company is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

Your duties

Under the law, the employee or a family member has the responsibility to provide notice of a divorce, termination of domestic partnership, legal separation or a child losing dependent status under the Company-sponsored group health plan. The notice must include the following information:

- The name of the employee who is or was covered under the Plan;
- The name(s) and address(es) of all qualified beneficiary(ies) who lost (or will lose) coverage under the Plan due to the qualifying event;
- The qualifying event giving rise to COBRA coverage;
- The date of the qualifying event;
- The signature, name and contact information of the individual sending the notice.

In addition, you must provide documentation supporting the occurrence of the qualifying event, if it is requested. You will have 60 days from the date of the qualifying event to elect COBRA continuation coverage, or, if later, 60 days from the date the COBRA Administrator sends a COBRA election notice to you. If you do not choose COBRA coverage within that time, you will not be eligible for COBRA coverage.

You must mail or hand-deliver this notice to the COBRA Administrator. This notice must be provided within 60 days from the date of the divorce, legal separation or child losing dependent status (or if later the date coverage would normally be lost because of the event). When the COBRA Administrator is notified that one of these events has happened, the COBRA Administrator in turn will notify you that you have the right to elect continuation coverage.

If the employee or a family member fails to provide this notice to the COBRA Administrator during this 60-day notice period, any family member who loses coverage will not be offered the option to elect continuation coverage. If you or your family member fails to notify the COBRA Administrator and any claims are mistakenly paid for expenses incurred after the date coverage would normally be lost because of the divorce, legal separation, or a child losing dependent status, then the employee and family members will be required to reimburse the employer-sponsored group health plans for any claims mistakenly paid.

Company's duties

Qualified beneficiaries will be notified of the right to elect continuation coverage automatically (without any action required by the employee or a family member) if any of the following events occurs that will result in a loss of coverage. The employee's:

- death,
- termination (for reasons other than gross misconduct),
- reduction in hours of employment, or
- Medicare entitlement.

Electing COBRA

To elect COBRA coverage you must complete the election form that is part of the Plan's COBRA election notice. You must mail or hand deliver this completed notice to the COBRA Administrator. An election notice will be provided to qualified beneficiaries at the time of the qualifying event.

Under the law, you must elect continuation coverage within 60 days from the date you would lose coverage because of one of the events described earlier, or, if later, 60 days after the COBRA Administrator provides you with notice of your right to elect continuation coverage. Your election must be postmarked within the 60-day election period. If you (or a family member) do not submit a completed election form within the 60-day election period, you will lose your right to COBRA.

If you choose continuation coverage, the Company is required to give you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the health plan to similarly situated employees or family members. This means that if the coverage for similarly situated employees or family members is modified, your coverage will be modified. "Similarly situated" refers to a current employee or dependent who has not had a qualifying event. Qualified beneficiaries on COBRA have the same enrollment and election change rights as active employees.

If you do not choose continuation coverage within the 60-day election period, your group health coverage will end as of the end of the month in which the qualifying event occurs. If you return your election form waiving your rights to COBRA and change your mind within the 60-day period, you may revoke your waiver and still elect COBRA coverage as long as it is within the 60-day window. However, your COBRA coverage will be effective as of the date you revoked your waiver of coverage.

Newly Eligible Child: If you, the former employee of the Company, elect COBRA coverage and then has a child (either by birth, adoption, or placement for adoption) during the period of COBRA coverage, the new child is also eligible to become a qualified beneficiary. In accordance with the terms of the Plan's eligibility and other requirements for group health coverage and the requirements of federal law, these qualified beneficiaries can be added to COBRA coverage by providing the COBRA Administrator with notice of the new child's birth, adoption or placement for adoption. This notice must be provided within 31 days of birth, adoption or placement for adoption. The notice must be in writing and must include the name of the new qualified beneficiary, date of birth or adoption of new qualified beneficiary, and a copy of the birth certificate or adoption decree.

If you fail to notify the COBRA Administrator within the 31 days, you will not be offered the option to elect COBRA coverage for the newly acquired child. Other newly acquired dependent child(ren) (other than children born to, adopted by, or placed for adoption with the employee) will not be considered qualified beneficiaries, but may be added to the employee's continuation coverage, if enrolled in a timely fashion, subject to the Plan's rules for adding a new dependent.

Separate Elections: Each qualified beneficiary has an independent election right for COBRA coverage. For example, even if the employee does not elect COBRA coverage, other family members who are qualified beneficiaries may elect to be covered under COBRA. Also, if there is a choice among types of coverage, each qualified beneficiary who is eligible for COBRA continuation coverage is entitled to make a separate election among the types of coverage. Thus, a spouse or domestic partner or dependent child is entitled to elect COBRA coverage even if the covered employee does not make that election. Similarly, a spouse/domestic partner or dependent child may elect different coverage than the employee elects. A covered employee or spouse/domestic partner can also make the COBRA election on behalf of all qualified beneficiaries and a parent or legal guardian may make the election on behalf of a minor child. And at subsequent open enrollments, a spouse/domestic partner or dependent child may elect a different coverage from the coverage the employee elects. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period will lose his or her right to elect COBRA coverage.

Limited Second Election Period. The Trade Adjustment Assistance Reauthorization Act of 2015 (the Trade Act) amended Code section 35, which provides a special COBRA right applicable to employees who

have been terminated or experienced a reduction of hours and who qualify for a “trade readjustment allowance” or “alternative trade adjustment assistance.” These individuals can either take a tax credit or get advance payment of 72.5% (as may be adjusted from time to time) of premiums paid for qualified health insurance coverage, including COBRA continuation coverage. These individuals are also entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage). This election must be made within the 60-day period that begins on the first day of the month in which the individual becomes eligible for assistance under the Trade Act. Notwithstanding the foregoing, however, this election may not be made more than six months after the date the individual's group health plan coverage ends. Note that an individual receiving a government (COBRA) subsidy may not be eligible to receive this tax credit during that same month. If you have questions about the Trade Reform Act provisions or if you qualify or may qualify for assistance under the Trade Act, you may contact [the Plan Administrator] for additional information or you may call the Health Care Tax Credit Customer Contact Center toll-free at 1-866-628-4282. More information about the Trade Act is also available at <http://www.irs.gov/Individuals/HCTC:-Latest-News-and-Background>.

Medicare and Other Coverage

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, as discussed in more detail below, a qualified beneficiary's COBRA coverage will terminate automatically if after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage. When you complete the election form, you must notify the Company if any qualified beneficiary has become entitled to Medicare (Part A, Part B or both) and, if so, the date of Medicare entitlement.

Duration of COBRA

If you lose Plan coverage because of termination of employment or reduction in hours, the law requires that you be given the opportunity to maintain COBRA coverage for a maximum of 18 months. For all other qualifying events (an employee's death, divorce, legal separation, or a child losing dependent status), the law requires that you be given the opportunity to maintain COBRA coverage for a maximum of 36 months.

Additional qualifying events, which are an employee's death, divorce, legal separation, or Medicare entitlement or a child losing dependent status may occur while COBRA continuation coverage is in effect due to an employee's termination of employment or reduction in hours (“Second Qualifying Events”). Second Qualifying Events can result in an extension of an 18-month continuation period to 36 months, but in no event will coverage last beyond 36 months from the date of the event that originally made a qualified beneficiary eligible to elect coverage.

The maximum COBRA coverage period for the health FSA ends on the last day of the plan year in which the qualifying event occurred.

Medicare: When Plan coverage is lost because of termination of employment or reduction in hours, and the employee became entitled to Medicare benefits within 18 months BEFORE termination or reduction of hours, COBRA coverage for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to a maximum of 36 months after the date of Medicare entitlement.

COBRA coverage can end before any of the above maximum periods for several reasons. See the *Early Termination of COBRA* section below for more information.

Your Duties upon a Second Qualifying Event

An extension of coverage will be available to the spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in case of a disability extension described below, the 29 months) following the covered employee's termination of employment or reduction in hours. Second qualifying events include an employee's death, divorce, or a child losing dependent status (if such qualifying event would have resulted in a loss of coverage under the plan for an active employee or dependent). If you experience a second qualifying event, COBRA coverage for a spouse or dependent

child can be extended from 18-months (or 29 months in case of a disability extension) to 36 months, but in no event will coverage last beyond 36 months from the initial qualifying event or the date coverage would have been lost due to the initial qualifying event.

This extension is only available if you or a representative acting on your behalf notify the COBRA Administrator in writing of the second qualifying event within 60 days after the later of (1) the date of the second qualifying event or (2) the date on which the qualified beneficiary would have lost coverage under the terms of the Plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under the Plan as an active participant). The notice must include the following information:

- The name(s) and addresses of all qualified beneficiaries who are receiving COBRA due to the initial qualifying event;
- The second qualifying event;
- The date of the second qualifying event;
- The signature, name and contact information of the individual sending the notice.

In addition, you must provide documentation supporting the occurrence of the second qualifying event, if the Plan requests it. You must mail or hand deliver this notice to the COBRA Administrator at the address listed below under Contact Information.

If the above procedures are not followed or if the notice is not provided within the 60-day notice period, there will be no extension of COBRA coverage due to a second qualifying event.

Special Rules for Disability: If the qualifying event that resulted in your COBRA election was the covered employee's termination of employment or reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled. If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify the COBRA Administrator in a timely fashion, all the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total of 29 months. A qualified beneficiary must be determined, under the Social Security Act, to have been disabled and the disability must have started at some time before the 61st day after the covered employee's termination of employment or reduction of hours and must last until the end of the period of COBRA coverage that would be available without the disability extension (generally, 18 months, as described above). Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

To continue coverage for the additional 11 months, you or a representative acting on your behalf must notify the COBRA Administrator in writing of the Social Security Administration's determination within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of the covered employee's termination of employment or reduction of hours; and
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours.

You must also provide this notice within 18 months after the covered employee's termination or reduction of hours in order to be entitled to a disability extension. The notice must be provided in writing and must include the following information:

- The name(s) and addresses of all qualified beneficiaries who are receiving COBRA due to the initial qualifying event;
- The name and addresses of the disabled qualified beneficiary;
- The date that the qualified beneficiary became disabled;
- The date that the Social Security Administration made its determination of disability;

- A statement as to whether or not the Social Security Administration has subsequently determined that the qualified beneficiary is no longer disabled; and
- The signature, name and contract information of the individual sending the notice.

Your notice must include a copy of the Social Security Administration's determination of disability. You must mail or hand deliver this notice to the COBRA Administrator at the address listed below under Contact Information.

If the above procedures are not followed or if the notice is not provided within the 60-day notice period, there will be no disability extension of COBRA coverage.

If, during the extended continued coverage period, the Social Security Administration determines that the qualified beneficiary is no longer disabled, the individual must notify the COBRA Administrator of this redetermination within 30 days of the date it is made and COBRA coverage will end no earlier than the first of the month that begins more than 30 days after the date of the final determination by the Social Security Administration that the qualified beneficiary is no longer disabled. The notice must be provided in the same manner as described above, and include the same information required for, a notice of disability as described above.

Early Termination of COBRA

The law provides that your COBRA continuation coverage may be cut short prior to the expiration of the 18-, 29-, or 36-month period for any of the following five reasons:

- The Company no longer provides group health coverage to any of its employees;
- The premium for continuation coverage is not paid on time (within the applicable grace period);
- The qualified beneficiary becomes covered — after the date COBRA is elected — under another group health plan (whether or not as an employee);
- The qualified beneficiary first becomes entitled to (covered by) Medicare (under Part A, Part B or both) after the date COBRA is elected; or
- Coverage has been extended for up to 29 months due to disability, and there has been a final determination under the Social Security Act that the individual is no longer disabled. Coverage will end no sooner than the first of the month that is more than 30 days from the date Social Security Administration determines that the individual is no longer disabled.

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a participant not receiving COBRA coverage (such as fraud). In addition, the Company reserves the right to terminate your coverage retroactively in the event it determines you are not eligible for COBRA.

You must notify the COBRA Administrator in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare or becomes covered under other group health plan coverage. COBRA coverage will terminate (retroactively, if applicable) as of the date of Medicare entitlement or as of the beginning date of other group health coverage. The Company, the insurance carriers and/or HMOs may require repayment to the Plan of all benefits paid after the termination date, regardless of whether or when you provide the required notice.

In addition, you must notify the COBRA Administrator in writing if, during a disability extension of COBRA coverage, the Social Security Administration determines that the qualified beneficiary is no longer disabled. See the "Special Rules for Disability" section above.

COBRA and FMLA

If you take a leave of absence that qualifies under the Family and Medical Leave Act (FMLA) and do not return to work at the end of the leave, you (and your spouse and dependent children, if any) will have the right to elect COBRA if:

- You were covered by group health coverage under the Plan on the day before the FMLA leave began (or became covered by group health coverage under the Plan during the FMLA leave); and
- You lose group health coverage under the Plan because you do not return to work at the end of the FMLA leave.

COBRA coverage will begin on the earliest of the following to occur:

- When you definitively inform the Company that you are not returning at the end of the leave; or
- The end of the leave, assuming you do not return to work.

Health Care Flexible Spending Account COBRA Coverage

You may also, under certain circumstances, be eligible to continue your participation in the health FSA. (You may not continue your dependent care FSA under COBRA). COBRA coverage under the health FSA will be offered only to qualified beneficiaries losing coverage who have underspent accounts. A qualified beneficiary has an underspent account if the annual limit elected under the health FSA by the covered employee, reduced by reimbursements of expenses incurred up to the time of the qualifying event, is equal to or more than the amount of premiums for health FSA COBRA coverage that will be charged for the remainder of the plan year. In general, health FSA continuation under COBRA is available only for the remainder of the year in which you terminate employment. COBRA coverage for the health FSA, if elected, will consist of the health FSA coverage in force at the time of the qualifying event (i.e., the elected annual limit reduced by expenses reimbursed up to the time of the qualifying event). The use-it-or-lose-it rule will continue to apply. All qualified beneficiaries who were covered under the health FSA will be covered together for health FSA COBRA coverage. However, each qualified beneficiary has separate election rights, and each could alternatively elect separate COBRA coverage to cover that qualified beneficiary only, with a separate health FSA annual coverage limit and a separate COBRA premium.

Cost of coverage

You do not have to show that you are insurable to choose COBRA coverage. You will be required to pay the full cost of COBRA coverage. The amount you may be required to pay may not exceed 102% of the cost to the group health plan (including both employer and employee contributions for coverage of a similarly situated plan participant or beneficiary who is not receiving COBRA coverage. If your coverage is extended from 18 to 29 months for disability, you may be required to pay up to 150% of the cost of covering an employee and any eligible dependents, if applicable. This cost increase begins with the 19th month of COBRA coverage, provided that the disabled individual is one of the individuals who elected the disability extension. The cost of group health coverage periodically changes. If you elect COBRA coverage, you will be notified by the COBRA Administrator of any cost changes.

You will have to pay the entire premium plus a 2% administrative fee (subject to any applicable government subsidy) for your continuation coverage. There is a grace period of at least 30 days for the payment of the regularly scheduled premium. Your first premium payment is due within 45 days of the date of your election.

COBRA coverage is not effective until you elect it and make the required payment. Your first premium payment is due within 45 days after you elect COBRA coverage. Claims for reimbursement will not be processed and paid until you have elected COBRA and made the first payment for it. If you do not make your first payment for COBRA coverage within the 45 days after the date of your timely election, you will lose all COBRA rights under the Plan. Your first payment must cover the cost of COBRA coverage from the time your coverage under the Plan would have otherwise terminated up through the end of the month before the month in which you make your first payments. You are responsible for making sure that the amount of your first payment is correct. You may contact COBRA Administrator to confirm the correct amount of your first payment.

Thereafter, payments are due by the first day of each month to which the payments apply (payments must be postmarked on or before the end of the 30-day grace period). If you pay part but not all the premium,

and the amount you paid is not significantly less than the full amount due, you will have 30 days from the end of the initial 30-day grace period to pay the outstanding amount due.

All COBRA premiums must be paid by check or money order. Your first payment and all monthly payments for COBRA coverage must be mailed or hand delivered to the COBRA Administrator. If mailed, your payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

If you do not make timely payments, your COBRA coverage will be terminated as of the last day of the month for which you made timely payment.

For more information

If you have any questions about COBRA coverage or the application of the law, please contact the Plan Administrator. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep the Plan informed of address changes

In order to protect your and your family's rights, you should keep the Company informed of any changes in your and your family members' addresses. You should also keep a copy, for your records, of any notices you send to the Company. Notices should be sent to the Plan Administrator.

Converting Coverage after Termination

Contact your insured plan for information on converting to an individual policy. Many PPOs, HMOs, and other insured plans will permit you to continue membership or equivalent coverage on an individual policy. Conversion rights may also be available to your spouse and/or dependents when their coverage may not otherwise qualify for health insurance under normal circumstances. Due to this fact, however, the cost of the coverage is usually high and the conversion plans, prescribed by the state insurance regulations, will not offer the same comprehensive coverage as the Company health benefits program. For that reason, you should also contact other insurance companies so you can be sure you are getting the best coverage for your money.

For more information about conversion rights, contact the Plan Administrator.

Individual coverage after termination

You may be able to obtain coverage under an individual insurance policy issued by an insurance company or, in some states through a high-risk pool. The coverage is not offered through the Company. HIPAA guarantees access to individual insurance to “eligible individuals.” Eligible individuals:

- have had coverage for at least 18 months without a “significant break in coverage” where the most recent period of coverage was under a group health plan (including COBRA);
- did not have their group coverage terminated because of fraud or nonpayment of premiums; and
- Are ineligible for COBRA continuation coverage or if offered COBRA continuation coverage (or continuation coverage under a similar state program) have both elected and exhausted their continuation coverage.

The opportunity to buy an individual insurance policy is the same whether the individual is laid off, is fired or quits his or her job. For information on individual insurance policies or on state high-risk pools you should contact your State Insurance Commissioner’s Office.

For information on individual plan options that might be available through the Health Insurance Marketplace, visit www.HealthCare.gov.

Coverage during Leave of Absence

If you go on an approved leave of absence, then entitlement to benefits will be determined by the Company policy for providing benefits during leave of absence.

If you go on an unpaid leave of absence that does not affect eligibility for pre-tax elections under the Plan, then you will continue to participate in these benefits for up to 16 weeks from the date of leave and your contributions due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. The Company will continue its contributions at the same level and under the same conditions as if you had continued to work.

If you go on an unpaid leave that affects eligibility for pre-tax elections under the Plan, then the election change rules described in the *Making Changes during the Year* section of this Document will apply. You will be permitted to continue under medical (including prescription drug), dental, health FSA, vision, life and AD&D for up to 16 weeks from the date of leave and your contributions due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. The Company will continue its contributions at the same level and under the same conditions as if you had continued to work.

This section describes benefit continuation for two specific types of leave: Family and Medical Leave of Absence and Active Military Leave of Absence. For more information about any type of leave of absence, contact the Plan Administrator.

Family and medical leave

The federal Family and Medical Leave Act ("FMLA") allows eligible employees to take a specific amount of unpaid leave for certain reasons, including for serious illness, the birth or adoption of a child, or to care for a spouse, child, or parent who has a serious health condition, to care for family members wounded while on active duty in the Armed Forces, or to deal with any qualifying exigency that arises from a family member's active duty in the Armed Forces. This leave is also for family members of veterans for up to five years after a veteran leaves service if he or she develops a service-related injury or illness incurred or aggravated while on active duty.

See the Family and Medical Leave Act discussion in the *Making Changes during the Year* section and the COBRA section of this Document for more information on continuation of benefits during FMLA leave.

Military leave

If you take a military leave, whether for active duty or for training, you are entitled to extend your health coverage for up to 24 months (or the day you fail to return to work after the end of the leave, if sooner) as long as you give the Company advance notice of the leave (unless military necessity prevents this, or if providing notice would be otherwise impossible or unreasonable). This continuation coverage is pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Your total leave, when added to any prior periods of military leave from the Company, cannot exceed five years. There are a number of exceptions, however, such as types of service that are not counted toward the five-year limit – including situations where service members are involuntarily retained beyond their obligated service date; additional required training; federal service as a member of the National Guard; and service under orders during war or national emergencies declared by the President or Congress. Additionally, the maximum time period may be extended due to your hospitalization or convalescence following service-related injuries after you uniformed service ends.

If the entire length of the leave is 30 days or less, you will not be required to pay any more than the amount you paid before the leave. If the entire length of the leave is 31 days or longer, you may be required to pay up to 102% of the full amount necessary to cover an employee (including any amount for dependent coverage) who is not on military leave.

COBRA continuation coverage will run concurrently with USERRA coverage, subject to the limitation of COBRA. This means that COBRA coverage and USERRA coverage begin at the same time. If you do not return to work at the end of your military leave you may be entitled to continue COBRA continuation coverage for the remainder of the COBRA continuation period, if any. In other words, any continuation of coverage under USERRA will reduce the maximum COBRA continuation period for which you and/or your dependents may be eligible. Your rights under COBRA and USERRA are similar but not identical. Any election that you make pursuant to COBRA will also be an election under USERRA, and COBRA and USERRA will both apply with respect to continuation coverage elected. If COBRA and USERRA give you (or your covered spouse or dependent children) different rights or protections, the law that provides the greater benefit will apply.

If you do not return to work at the end of your military leave, you may be entitled to purchase COBRA continuation coverage if you extended benefits for less than 18 months. However, your military leave benefits continuation period runs concurrently with your COBRA coverage period.

All other coverages will terminate during your military leave.

Participation in the dependent care FSA will terminate.

If you are called to perform military service for more than 179 days, you will be able to take your unused health FSA balance as a taxable cash distribution by the last day of the FSA Plan Year.

Funding

The Company's contributions

The Company will contribute to the cost of benefits provided under the Plan in whole or in part. Contributions made by the Company will be made at the times and in the manner determined by the Company. All contributions made by the Company will be for the exclusive purpose of providing benefits to you and other participants in the Plan. In no event will the Company have any obligation to fund self-insured benefits provided under the Plan in advance of the date that such benefits are payable or pre-pay the premiums or other fees required in order to provide insured benefits under the Plan. The Company will determine the method for funding benefits under the Plan. The method may include the purchase of insurance, contracting with HMOs or PPOs, payments from general assets, or through any combination of these methods or otherwise.

Your contributions

The amount of contributions that you will be required to make with respect to each program requiring an employee contribution will be set forth in the enrollment forms and/or benefit booklets. In determining required contributions, the Company may take into account such factors as the projected cost of insurance premiums, administrative fees and benefits under the Plan, the prior claims experience under the various benefits offered by the Plan, and the amount of the Company's contributions to the Plan. The Company's objective in determining the amount of required contributions will be to provide sufficient funds to cover the projected cost of benefits available under the Plan equal to the combined total of the contributions required and the amount that the Company has agreed from time to time to contribute toward the cost of benefits. The Company will deduct contributions from your wages in accordance with the Company policies and the salary reduction or deduction agreements between the Company and you.

Source of benefit funding

The Company's general assets will be the sole source of self-insured benefits under the Plan. No assets will be set aside for the purpose of providing benefits under the Plan. The Company will pay benefits (including any insurance premiums necessary for the purchase of benefits) required under the Plan out of the general assets of the Company, and benefits will be deemed to come first from amounts contributed by employees and then from amounts contributed by the Company.

Unless otherwise required by applicable law, the Company assumes no liability or responsibility for payment of such benefits beyond that which is provided in the Plan, and each participant or other person who claims the right to any payment with respect to such benefits under the Plan will not have any right, claim or demand therefore against the Company or any employee, officer or director of the Company.

With respect to insured benefits, you (or in the case of your death your beneficiary as that term is defined in the applicable insurance contract or booklet) will be entitled to receive only the insured benefit for which provision is actually made under the insurance contract or booklet. The Company does not assume liability or responsibility for any insured benefit and you will only be able to look to the insurance contracts for payment or any benefits. You will not have any claim for insured benefits against the Company, the Plan Administrator or any employee, officer or director of the Company. To the maximum extent that is consistent with ERISA or other applicable law, in the event of a conflict between the terms of an insurance contract and this Document, the terms of the insurance contract will govern.

Policy dividends and refunds

To the fullest extent permitted by applicable law, the Company will be entitled to retain any policy dividend or refund, or portion thereof, it receives from any insurance company, or other organizations, or any

individual, that exceeds the amount necessary to fund the benefits provided by any particular benefit program offered under the Plan.

Experience gains

All amounts paid to and held by the Plan, as well as any policy dividends and refunds not belonging to the Company, will be available to fund the benefits provided by any benefit program. The Plan Administrator, in its exclusive discretion, may use funds accumulated under the Plan or any benefit program (whether insurance contract reserves, participant or Company contributions, or administrative fees) to reduce the level of contributions or payments of expenses or benefits that the Company would otherwise make to the Plan or any benefit program.

No right to assets

No participant or beneficiary will have any right to, interest in, or claim for, any assets of the Company, the Plan, any benefit program, or any underlying contract, trust or other vehicle for purposes of satisfying any benefits due such individual.

ERISA

Note that the cafeteria plan and the dependent care FSA, state-mandated STD and HSA component benefit programs are not covered by ERISA and this ERISA rights statement does not apply to these Programs.

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

Receive information about your plan and benefits

You can review at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the plans, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plans with the US Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. There is no charge for this review.

Obtain, on written request to the Plan Administrator, copies of documents governing the operation of the plans, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plans' annual financial report, if any is required by ERISA to be prepared. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report (SAR).

Continue group medical plan coverage

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the medical plan because of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary and the other documents governing the plans on the rules governing your COBRA continuation coverage rights.

Prudent actions by plan fiduciaries

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

Enforce your rights

If your claim for a 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 (if any) from the plans and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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 plans' decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court.

If it should happen that fiduciaries misuse the plans' assets, or if you are discriminated against for asserting your rights, you may seek assistance from the US 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 plans, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, US Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
US Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

Plan Administration and Other General Information

The Company is responsible for the general administration of the Plan, and will be the fiduciary to the extent not otherwise specified in this document or in an insurance or administrative contract. The Company has the authority to appoint the Plan Administrator, as described below. It is the express intent of this Plan that the Plan Administrator will have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits, to decide disputes which may arise relative to a Plan Participant's or any other person's rights or obligations, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all parties. A misstatement or other mistake of fact will be corrected when it becomes known, and the Company will make such adjustment on account of the mistake as it considers equitable and practicable, in light of applicable law. Neither the Plan Administrator nor the Company will be liable in any manner for any determination made in good faith.

The Company may designate other organizations or persons to carry out specific fiduciary responsibilities of the Company in administering the Plan including, but not limited to, the following:

- Pursuant to an administrative services or claims administration agreement, if any, the responsibility for administering and managing the Plan, including the processing and payment of claims under the Plan and the related recordkeeping,
- The responsibility to prepare, report, file and disclose any forms, documents and other information required to be reported and filed by law with any governmental agency, or to be prepared and disclosed to employees or other persons entitled to benefits under the Plan, and
- The responsibility to act as a Claims Administrator and to review claims and claim denials under the Plan to the extent an insurer or administrator is not empowered with such responsibility.

The Company will administer the Plan on a reasonable and nondiscriminatory basis and will apply uniform rules to all persons similarly situated.

Power and authority of the insurance company

Certain benefits under these Plans are fully insured. Benefits may be provided under a group insurance contract entered into between the Company and an insurance company. With respect to fully insured benefits, claims for benefits should be sent to the insurance company. The insurance company is responsible for paying claims, not the Company.

The insurance company is responsible for:

- Determining eligibility for and the amount of any benefits payable under the applicable benefit coverage.
- Prescribing claims procedures to be followed and the claims forms to be used by employees pursuant to the applicable benefit coverage.

The insurance company also has the authority to require employees to furnish it with such information as it determines is necessary for the proper administration of the applicable benefit coverage.

The Plan Administrator hereby delegates to each insurance company the discretionary authority to construe and interpret the terms and provisions of the insurance benefits they are contracted to provide as listed herein.

Questions

If you have any general questions regarding the Plan, or any benefit program offered under the plan, please contact the Plan Administrator.

Plan Information	
Plan Sponsor	Conner Strong & Buckelew Companies, Inc. TRIAD1828 CENTRE 2 Cooper Street Camden, NJ 08102
Employer Identification Number	21-0718159
Plan Administrator	Conner Strong & Buckelew Companies, Inc. TRIAD1828 CENTRE 2 Cooper Street Camden, NJ 08102
COBRA Administrator	O.C.A. Benefit Services, LLC 3705 Quakerbridge Road, Suite 216 Mercerville, NJ 08619 (609) 514-0777
Member Advocacy/Wellness	Health Advocate (866) 695 8622 www.members.healthadvocate.com
Nurse Navigator Program	MD Anderson at Cooper Cancer Care (856)536 1816
On-Site Health Center	Triad Health Centre (800)797 1289 www.r-health.md/triad
Claims Administrators	See charts below
Agent for Service of Legal Process	Plan Administrator
Plan Year	January 1 through December 31
Participating Employer	AIM CR Solutions J.A. Montgomery PERMA American General Holdings Keystone American II Conner Strong & Buckelew Partner Holdings and Entities Conner Strong & Buckelew Holdings I Conner Strong & Buckelew Holdings II

Plan Types, Names and Numbers	
- Medical - Dental - Vision - Pre-tax Salary Reduction Elections - Health Savings Account - Life Insurance Benefits ♦ Basic Life ♦ Voluntary Life ♦ Dependent Life - Accidental Death and Dismemberment (AD&D) ♦ Basic AD&D ♦ Voluntary AD&D - Long Term Disability (LTD) - Short Term Disability (STD) - Long Term Care - Critical Illness - Accident - Hospital Indemnity - Business Travel Accident (BTA) - Health Care FSA - Dependent Care FSA - Group Legal - Severance	Conner Strong & Buckelew Employee Benefit Plan Plan Number 501

The Dependent Care FSA, state-mandated STD, HSA, and the cafeteria plan under Code section 125 benefits described herein are not subject to ERISA.

Claims Administrators	
Self-Insured Plans: <i>The following benefits are self-insured by the Company through contributions made by the Company, or contributions made jointly by the Company and participating employees. These benefits are paid directly out of the general assets of the Company. There is no special fund or trust from which benefits are paid. The Company has engaged the services of the following third-party administrators who are responsible for processing claims for these self-insured benefits. The ERISA fiduciary responsibility under the Plan to make a final decision on denied claims for self-funded benefits may be retained by the Company or delegated to the Claims Administrator. Any such delegation of this ERISA fiduciary responsibility to the Claims Administrator will be set forth in the associated documents which describe the benefit program:</i>	
Medical	Independence Administrators 844.864.4352 myibxtpabenefits.com
Prescription Drug	Express Scripts, Inc. 800. 698.3757 www.Express-Scripts.com
Specialty Pharmacy Program	SaveOn SP at 1-800-683-1074

Dental	Delta Dental of New Jersey 800. 452.9310 www.deltadentalnj.com
Health FSA Limited Purpose Health FSA Dependent Care FSA	Benefit Analysis, Inc. (BAI) 800. 224.5110 www.benefitanalysis.com
Health Savings Account (HSA)	HSA Bank 800. 357. 6246 www.hsabank.com
Severance	Plan Administrator Conner Strong & Buckelew TRIAD1828 CENTRE 2 Cooper Street Camden, NJ 08102
Insured Plans: <i>The following benefits are insured through contracts with insurance companies who also administer claims for these benefits and are solely responsible for providing benefits. The ERISA fiduciary responsibility under the Plan to make a final decision on denied claims for fully insured benefits is delegated to the insurance companies:</i>	
Vision	EyeMed 866.723.0514 http://portal.eyemedvisioncare.com
Long Term Disability Short Term Disability	Cigna 800.36.CIGNA www.mycigna.com
Supplemental Long Term Disability "IDI" Supplemental Short Term Disability	Winston Benefits 855.653.6171 www.winstonbenefits.com
Basic Life and Accidental Death & Dismemberment (AD&D)	Cigna 800.36.CIGNA www.mycigna.com
Voluntary Life and AD&D Dependent Life	Cigna 800.36.CIGNA www.mycigna.com
Employee Assistance Plan (EAP)	Health Advocate 855.424.6400 www.healthadvocate.com/connerstrong
Group Legal & ID Theft	Countrywide Pre-Paid Legal Services 800.550.5297 www.countrywideppls.com
Business Travel Accident (BTA)	The Hartford 888).563.1124 http://www.thehartford.com/employee-coverage/benefit-plans

- Voluntary Benefits: • Long Term Care • Critical Illness • Accident • Hospital Indemnity	Winston Benefits 855.653.6171 www.winstonbenefits.com
Telemedicine	Teladoc 800.835.2362 www.teladoc.com

Plan amendment and termination

The Company reserves the right to amend the Plan, as set forth in this SPD/ plan document, in whole or in part, to completely discontinue any of the benefit programs, and to terminate the Plan in its entirety, at any time. For example, the Company reserves the right to amend or terminate covered expenses, benefit co-pays, lifetime maximums, and reserves the right to amend the plans to require or increase employee contributions. The Company also reserves the right to amend the Plan to implement any cost control measures that it may deem advisable. An amendment to this Document is considered an amendment to the official plan document.

Any amendment, termination or other action by the Company with respect to the Plan will be by a duly adopted resolution of the Board of Directors or may be made by any person duly authorized to take such action on behalf of the Board of Directors. Amendments may be retroactive to the extent necessary to comply with applicable law. No amendment or termination will reduce the amount of any benefit otherwise payable under the Plan for charges incurred prior to the effective date of such amendment or termination.

In the event of the dissolution, merger, consolidation or reorganization of the Company, the Plan will terminate unless the Plan is continued by a successor to the Company.

If a benefit is terminated and surplus assets remain after all liabilities have been paid, such surplus will revert to the Company to the extent permitted under applicable law, unless otherwise stated in the insurance or administrative contract or otherwise determined by the Board of Directors of the Company.

Participating employers

Any Affiliated Company may, with the consent of the Company, become a Participating Employer under the Plan, provided the Participating Employer agrees to be bound by all of the provisions of the Plan and any amendments in the manner set forth herein, agrees to pay its share of the expenses of the Plan as they may be determined from time to time; and agrees to provide the Company with full, complete, and timely information on all matters necessary for the operation of the Plan. "Affiliated Company" means all corporations and other entities which are members of the Company's controlled group or are under common control with the Company (within the meaning of Section 414 of the Code), but only during the period any such corporation or other entity is a member of such controlled group or under such common control.

In the event of the adoption of the Plan by an Affiliated Company, the Affiliated Company will become a Participating Employer and all the terms and conditions of the Plan as set forth hereunder will apply to the participation under the Plan of such Affiliated Company and its Employees. Notwithstanding the above, the Company reserves the right to designate a Participating Employer and the right to amend the Plan, as set forth herein. These rights are specifically reserved to the Company so long as the Participating Employer participates under the Plan; and any such amendment, unless otherwise specified therein, will be fully binding with respect to such participation by any Participating Employer; provided that this reservation will in no event be construed to prevent any Participating Employer from terminating at any time its participation as a Participating Employer under the Plan.

The Company, in its sole and absolute discretion, may allow any Participating Employer at any time to terminate its participation under the Plan; provided that, if the Company will terminate its participation in the Plan, or disassociate itself, then each remaining Participating Employer will make such arrangements and

take such action as may be necessary to assume the duties of the Company in providing for the operation and continued administration of the Plan.

Other Important Information

SPD/Plan Document

This Document constitutes the Conner Strong & Buckelew Employee Benefit Plan and is an amendment and restatement of the Plan effective as of January 1, 2020. The Company maintains the Plan for the exclusive benefit of its eligible employees and their eligible spouses and dependents. The original effective of the Plan was January 1, 2008. The Plan provides benefits through the component benefit programs described herein. Each of these component programs is described in a contract, certificate or booklet issued by an insurance company, a plan summary, or another governing document prepared by the Company or vendor for the benefits listed herein. A copy of each applicable component document is attached to this Plan. This Document should be read in combination with the certificates of insurance and benefit booklets, which are incorporated by reference into this Document. The Plan, through this Document and referenced documents, is a plan document and a summary plan description and is intended to satisfy the written document requirements of section 402 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and is also intended to satisfy the written document requirements of section 125 and other applicable provisions of the Internal Revenue Code (the "Code") for the cafeteria plan and flexible spending account features of the Plan.

No Assignment of benefits

Except as may otherwise be required by applicable law, or as otherwise specifically provided in the Plan or by certificates of insurance and benefit booklets, you will not be entitled to assign, sell, transfer, pledge, charge, encumber or allow the attachment or alienation of any amount payable to you, your spouse or any dependents at any time under the Plan. Any attempt to assign, sell, transfer, pledge, charge, encumber or allow the attachment or alienation of any such amount, whether presently or thereafter payable will be void. If you, your spouse or dependent attempt to alienate, sell, transfer, assign, pledge, attach, charge or otherwise encumber any amount payable under the Plan, or any part thereof, then the Plan Administrator, if it so elects, may direct that such amount be withheld and that the same or any part thereof be paid or applied to or for the benefit of you, your spouse or your dependents, or any of them in such manner and proportion as the Plan Administrator may deem proper.

Notwithstanding the foregoing provisions of this *No Assignment of Benefits* section, you may request and authorize the Plan Administrator or the appropriate insurance company or service provider, in writing, to pay benefits directly to the hospital, physician, dentist or other person furnishing services or supplies covered under the applicable benefit program and any such payment, if made, will constitute a complete discharge of the liability of the plan therefore. No payment by the Plan pursuant to such request will be considered as recognition by the Plan of a duty or obligation to pay such provider, except to the extent the Plan chooses to do so. Benefits also may be assigned to an alternate recipient pursuant to a QMCSO.

Medicaid eligibility and assignment of rights

The Plan will not take into account whether an individual is eligible for, or is currently receiving medical assistance under a state plan for medical assistance as provided under Title XIX of the Social Security Act ("State Medicaid Plan") either in enrolling that individual as a participant or beneficiary or in determining or making any payment of benefits to that individual. The Plan will pay benefits with respect to such individual in accordance with any assignment of rights made by or on behalf of such individual as required under a State Medicaid Plan pursuant to §1912(a)(1)(A) of the Social Security Act. To the extent payment has been made to such individual under a State Medicaid Plan and this Plan has a legal liability to make payments for the same items or services, payment under the Plan will be made in accordance with any state law which provides that the State has acquired the rights with respect to such individual to payment for such items and services under the Plan.

Important legal notice

The Plan Administrator will be responsible for the general administration of the Plan. The Plan Administrator will have discretionary authority to administer each benefit in accordance with its terms, including the discretion to interpret the provisions of each benefit and determine the eligibility of each claim. All decisions by the Plan Administrator will be final and binding on all parties.

Waiver of terms

No term, condition or provision of the Plan will be deemed waived, and the provisions of the Plan will be enforced, unless the Company or you specifically waive, in writing, the condition or provision. The written waiver will not be deemed a continuing waiver unless stated specifically in the waiver, and each waiver will operate only as to the specific term or condition waived.

Excess payments

If the Plan has made an erroneous or excess payment to or on behalf of you, your spouse or dependents, the Plan Administrator will be entitled to take action to correct the error, including recovering the excess from you, your spouse or dependents. To the extent permitted by applicable law, the recovery of the overpayment may be made by offsetting the amount of any other benefit or amount payable to or on behalf of you, your spouse or dependents by the amount of the overpayment.

Limitation of rights

This Document will not be held or construed to give any person any legal or equitable right against the Company, the Plan Administrator, or any other person connected with the Company or the Plan, except as expressly provided in this Document or as provided by applicable law; or to give any person any legal or equitable right to any assets of the Plan.

Severability

If any provision of this Document or the application of a provision of the Plan to any person, entity or circumstance is held invalid or unenforceable under governing law by a court of competent jurisdiction, its invalidity or unenforceability will not affect any other provision of this Document, or the application of this provision of the Plan to any person, entity or circumstance. The Document will be construed and enforced as if such provision had not been included in this Document.

Tax consequences

The Company does not represent or guarantee that any particular federal or state income, payroll, personal property, Social Security or other tax consequences will result from participation in the Plan. You should consult with professional tax advisors to determine the tax consequences of participation.

Misrepresentation or fraud

If you receive benefits under the Plan as a result of false, incomplete, or incorrect information or a misleading or fraudulent representation, you may be required repay all amounts paid by the Plan and you may be liable for all costs of collection, including attorney's fees and court costs. The Plan Administrator will decide such matter on a case by case basis. You may be asked to provide proof of eligibility for your dependents. False or misrepresented eligibility information could cause both you and your dependents coverage to terminate irrevocably (retroactively, to the extent permitted by law), and could be grounds for disciplinary action, up to and including your termination. Failure to provide timely notice of loss of eligibility will be considered intentional misrepresentation.

Legal action

Before pursuing legal action for benefits under the Plan, you must first exhaust the Plan's claim, review and appeal procedures. Additionally, any lawsuit for you bring for Plan benefits must be filed within 36 months of the date on which your claim is incurred under the Plan.

Applicable law

This Document will be construed in accordance with the laws of the State of New Jersey, except to the extent such laws are pre-empted by the law of any other state or by federal law.

Paperless communications

Notwithstanding anything contained in this Document to the contrary, the Company may from time to time establish uniform procedures whereby with respect to any or all instances in this Document where a writing is required, including but not limited to any required written notice, election, consent, authorization, instruction, direction, designation, request or claim communication may be made by any other means designated by the Company, including paperless communication, and such alternative communication will be deemed to constitute a writing to the extent permitted by applicable law, provided that such alternative communication is carried out in accordance with such procedures in effect at such time.

HIPAA Privacy and Security

This section describes the manner in which the Plan will protect certain health information used or maintained by the Plan.

The Company sponsors and maintains certain group health plans that are subject to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") regulations as are described more fully in this Document. Under the privacy and security rules of HIPAA, and the regulations issued thereunder at 45 CFR Parts 160 and 164 ("the HIPAA regulations"), and as HIPAA and the HIPAA regulations were amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"), a group health plan must: (i) restrict the use and disclosure of protected health information ("PHI"), (ii) ensure the confidentiality, integrity, and availability of all electronic protected health information ("e-PHI") the plan creates, receives, maintains, or transmits, (iii) protect against any reasonably anticipated threats or hazards to the security and integrity of such information, (iv) protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under the HIPAA privacy rules set forth in 45 CFR Part 164, Subpart E, and (v) ensure compliance with the HIPAA security rules set forth in 45 CFR Part 164, Subpart C by its workforce;

1. **Uses and Disclosures of PHI.** The Plan and the Company may disclose a Plan participant's PHI to the Company (or to the Company's agent) for the Plan administration functions described under 45 CFR 164.504(a), to the extent not inconsistent with the HIPAA regulations.
2. **Restriction on Plan Disclosure to the Company.** Neither the Plan nor any of its Business Associates, health insurance issuers, or HMOs, will disclose PHI to the Company except upon the Plan's receipt of the Company certification that the Plan has been amended to incorporate the agreements of the Company under paragraph 3, except as otherwise permitted or required by law.
3. **Privacy Agreements of the Company.** As a condition for obtaining PHI from the Plan, its Business Associates, Insurers, and HMOs, the Company agrees it will:
 - a. Not use or further disclose such PHI other than as permitted by paragraph 1 of this section, as permitted by 45 CFR 164.508, 45 CFR 164.512, and other sections of the HIPAA regulations, or as required by law;
 - b. Ensure that any of its agents, including a subcontractor, to whom it provides the PHI agree to the same restrictions and conditions that apply to the Company with respect to such information;
 - c. Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Company, and not use or disclose PHI that is genetic information for underwriting purposes;
 - d. Report to the Plan any use or disclosure of the PHI that is inconsistent with the uses or disclosures provided for of which the Company becomes aware;
 - e. Make the PHI of a particular participant available for purposes of the participant's requests for inspection, copying, and amendment, and carry out such requests in accordance with HIPAA regulation 45 CFR 164.524 and 164.526;
 - f. Make the PHI of a particular participant available for purposes of required accounting of disclosures by the Company pursuant to the participant's request for such an accounting in accordance with HIPAA regulation 45 CFR §164.528;
 - g. Make the Company's internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human

Services for purposes of determining compliance by the Plan with HIPAA;

- h. If feasible, return or destroy all PHI received from the Plan that the Company still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, the Company agrees to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- i. Ensure that there is adequate separation between the Plan and the Company by implementing the terms of subparagraphs (1) through (3), below:
 - 1. **Employees with Access to PHI:** The following employees or other individuals under the control of the Company are the only individuals that may access PHI received from the Plan: the Benefits Committee and Human Resources.
 - 2. **Use Limited to Plan Administration:** The access to and use of PHI by the individuals described in (1), above, is limited to Plan Administration functions as defined in HIPAA regulation 45 CFR §164.504(a) that are performed by the Company for the Plan.
 - 3. **Mechanism for Resolving Noncompliance.** If the Company or any other person(s) responsible for monitoring compliance determines that any person described in (1), above, has violated any of the restrictions of this section, then such individual will be disciplined in accordance with the policies of the Company established for purposes of privacy compliance, up to and including dismissal from employment. The Company will arrange to maintain records of such violations along with the persons involved, as well as disciplinary and corrective measures taken with respect to each incident.
- j. Notify a participant or participants of an unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of the information (a "Breach") without unreasonable delay in a report which includes the following information:
 - 1. the names of the individuals whose PHI was involved in the Breach;
 - 2. the circumstances surrounding the Breach;
 - 3. the date of the Breach and the date of its discovery;
 - 4. the information Breached;
 - 5. any steps the impacted individuals should take to protect themselves;
 - 6. the steps the Company is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and
 - 7. A contact person who can provide additional information about the Breach.

The Company will cooperate with you in the investigation of, and response to, the Breaches it reports to you. For this purpose, the term "Breach" means an unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of the information.

- 4. **Security Agreements of the Company.** As a condition for obtaining e-PHI from the Plan, its Business Associates, Insurers, and HMOs, the Company agrees it will:
 - a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Plan;
 - b. Ensure that the adequate separation between the Plan and the Company as set forth in 45 CFR 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;
 - c. Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information;

- d. Report to the Plan any Security Incident of which it becomes aware. For purposes of this section, "Security Incident" will mean successful unauthorized access to, use, disclosure, modification or destruction of, or interference with, the e-PHI; and
 - e. Upon request from the Plan, the Company agrees to provide information to the Plan on unsuccessful unauthorized access, use, disclosure, modification or destruction of the e-PHI to the extent such information is available to the Company.
5. **PHI not Subject to this Section.** Notwithstanding the foregoing, the terms of this section will not apply to uses or disclosures of Enrollment, Disenrollment, and Summary Health Information made pursuant to 45 CFR 164.504 (f)(l)(ii) or (iii); of PHI released pursuant to an Authorization that complies with 45 CFR 164.508; or in other circumstances as permitted by the HIPAA regulations; provided however that paragraph 4 above will apply if and only if e-PHI beyond enrollment, disenrollment, summary health information, and authorized disclosures is obtained by the Company, and the Company adopts the literal interpretation of 45 CFR 164.314(b)(1), which would apply paragraph 4 unless the only e-PHI obtained is enrollment, disenrollment, summary health information, or authorized disclosures.
6. **Definitions.** All capitalized terms within this section not otherwise defined by the provisions of this section will have the meaning given them in the respective Plan or, if no other meaning is provided in the Plan, the term will have the meaning provided under HIPAA.

Appendix A

Benefit Booklets

This Appendix is considered a part of the Plan and may be amended by the Company at any time for any reason without consent of any person except as otherwise provided by applicable law. Formal amendment of the Plan is not necessary to amend this Appendix. It may be amended by adding a new Appendix with the current date and current listing of incorporated documents.

The following benefits are further described in summaries and booklets provided to participants as attachments to this Document. The terms, conditions and limitations of the benefits are set forth in the Plan and the underlying incorporated documents referenced herein. Certain documents are incorporated by reference in this Appendix, including any written document pursuant to which the applicable benefit is provided under the Plan (e.g., written plans, vendor contracts, insurance policies, coverage certificates, summary plan descriptions, or other materials describing benefits provided thereunder).

As of January 1, 2020, the following Plan benefits are further described in summaries and booklets attached to this Document:

- Medical (including prescription drug)
- Employee Assistance Plan (EAP)
- Vision
- Dental
- Life Insurance and Accidental Death & Dismemberment (AD&D)
- Voluntary (Supplemental) Life, Voluntary AD&D, and Dependent Life
- Long Term Disability (LTD)
- Short Term Disability (STD)
- Business Travel Accident (BTA)
- Long Term Care (LTC)
- Critical Illness
- Accident
- Hospital Indemnity
- Health Flexible Spending Account (FSA)
- Dependent Care FSA
- Health Savings Account (HSA)
- Group Legal
- Severance

Appendix B

Eligibility Provisions

This Appendix B is considered a part of the Plan and may be amended by the Company at any time for any reason without consent of any person except as otherwise provided by applicable law. Formal amendment of the Plan is not necessary to amend this Appendix. It may be amended by adding a new Appendix with the current date and current eligibility listing.

Certain individuals or groups are included in participation or excluded from participation in certain or all of the benefits offered under the Plan as determined by the Company and as described herein. This Document provides no guarantee that you are eligible to participate in every benefit or program described herein. The terms, conditions and limitations of the benefits are set forth in the Plan and the underlying incorporated documents. Insurance carriers sometimes impose requirements for certain types of insurance (for example, life and disability). Therefore, your participation in those benefits may be delayed or otherwise affected. Requirements would be reflected in your Certificate (or Evidence) of Coverage.

For additional information regarding eligibility under the programs, please contact the Plan Administrator.

For Medical (including Prescription Drug):

Eligible Employees

Effective January 1, 2020, the Plan will determine which common law employees are full-time employees eligible for our group medical and prescription drug benefits under a “look-back measurement method.” Upon hire, an employee will be classified as full-time, part-time, variable hour, or seasonal:

- A “full-time” employee is an employee who is expected to work on average 30 or more hours per week.
- A “part-time” employee is an employee who is expected to work on average less than 30 hours per week.
- A “seasonal” employee is an employee who is hired into a position for which the customary annual employment is six months or less.
- A “variable hour” employee is an employee who is hired into a position to work variable or uncertain hours and where it cannot be determined whether the employee is reasonably expected to be employed on average at least 30 hours of service per week during his or her “initial measurement period” (i.e., the 12-month period commencing the first day of the month following date-of-hire).

The following individuals may not participate in the Plan:

- Those covered by a collective bargaining agreement that does not provide for eligibility to participate in the Plan,
- Those characterized by the Company as independent contractors,
- Non-resident aliens who received no income (within the meaning of Code Section 911(d)(2)) from an employer that constitutes income from sources within the United States, as defined in code Section 861(a)(3),
- Leased workers as defined in Code Section 414(n), and
- Part-time employees defined as employees who are regularly scheduled to work less than 30 hours per week.

Certain individuals or groups are included in participation or excluded from participation in certain or all of the benefits offered under the Plan as determined by the Company. For example, individuals who are characterized by the Company as an independent contractor or a contract employee, are excluded from participation. Additionally, any individual who was formerly an eligible participant and his or her dependents will be permitted to continue participation in the Plan if he or she is entitled to under the terms of the severance agreement an or under the terms of an individual employment agreement. Such individual's

participation, and the participation of the dependents of such individual, including the specific benefit components in which the individual (and any dependents) are eligible to participate, will be subject to the terms of the severance or the employment agreement, and except as otherwise required under COBRA, will end as of the date set forth in the severance or employment agreement.

New Employees

Full-Time Employee Eligibility: Employees classified as full-time will be eligible to participate in our plan immediately on their date of hire, provided they elect benefits, in accordance with the enrollment process, within the first 30 days of employment.

Part-Time, Seasonal, and Variable Hour Employee Eligibility: Part-time, seasonal, and variable hour employees must first complete a new hire 12-month “initial measurement period” (that starts on the first day of the month following date of hire) during which they are not eligible to participate in the plan. At the completion of the initial measurement period, an employee who has worked on average at least 30 hours of service per week during that period will be eligible to elect coverage, in accordance with the enrollment process, on the first day of the next month (i.e., 13-and-a-fraction months after his or her hire date). Employees who qualify for coverage under this rule will be offered to elect coverage, and if elected the employee will remain eligible for that coverage during a 12-month period (called the “initial stability period”) irrespective of their hours during that initial stability period, and provided they remain employed. For the first stability period beginning January 1, 2015, those hired (or rehired after a break in service) after January 1, 2014, will fall into the “new hire” category in the discussion above.

An employee who fails to work on average at least 30 hours per week during his or her initial measurement period is generally not eligible to elect coverage during the corresponding initial stability period.

After the new part-time, seasonal, and variable hour employee becomes an “ongoing employee”, the employee’s eligibility for benefits will be re-evaluated and the employee may become eligible for benefits based on the average hours worked during the “standard measurement period”, as illustrated below.

Ongoing Employees

Employees hired on or prior to January 1, 2014 are subject to similar rules, except that the testing period is a fixed, 12-month period that runs from November 1 to the following October 31 each year. This period is called the “standard measurement period.” Once a new employee has worked through a full standard measurement period, he or she is no longer classified as full-time, part-time, seasonal, or variable hour. The employee is instead an “ongoing employee.” An ongoing employee who works on average at least 30 hours of service per week during any standard measurement period will qualify for coverage during a stability period, which is the immediately following calendar year (our health plan year). Ongoing employees who qualify for coverage under this rule will be offered the opportunity to elect coverage, and will remain eligible for the 12-month stability period irrespective of their hours during that stability period, and provided they remain employed. An ongoing employee who fails to work on average at least 30 hours per week during any standard measurement period is not eligible for coverage during the corresponding stability period. Under a special transition rule for the 2015 stability period/plan year, employees hired on or prior to January 1, 2014 will fall into the “ongoing employees” category (unless incurred a break in service), and a special transition standard measurement period will run for those employees from January 1, 2014 through October 31, 2014.

There are rules that govern the transition from newly-hired to ongoing employee and the transition from full-time to part-time/variable and vice versa, that will affect when coverage might be available. In addition, special rules apply for breaks in service, and depending on the length of the break in service, an employee may be treated as newly-hired upon their return.

Defined Terms

Break in Service. A Break in Service occurs when you do not have an Hour of Service for a period of 13 consecutive weeks (26 weeks for educational organizations) or longer. The Plan Administrator, at its discretion, may also determine whether you have had a Break in Service using the Rule of Parity.

Hours of Service. Hours of Service means any hour for which you are paid or entitled to payment for (1) the performance of duties for the Company, or (2) for a period of time during which not duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. An Hour of Service does not include:

- Hours for which your compensation is considered non-U.S. source income;
- Hours worked as a volunteer; or
- Hours worked as part of a Federal Work-Study Program.

An hour of overtime counts as one Hour of Service, regardless of the rate you are paid.

Minimum Value. Health Care Reform establishes a minimum value standard of benefits. The minimum value standard is 60% (actuarial value). Health coverage under the Plan does meet the minimum value standard for the benefits it provides.

Minimum Essential Coverage. Health Care Reform requires most people to have health care coverage that qualifies as “minimum essential coverage.” The Plan does provide minimum essential coverage.

Board Members Effective January 1, 2017

Compensated and uncompensated Board Members of Conner Strong & Buckelew are eligible for participation in the group medical and prescription drug benefits, provided that they are subject to the same terms of the Plan as eligible employees with respect to coverage and cost.

Uncompensated Directors and Officers Effective January 1, 2020

Eligible Dependents

For purposes of group medical and prescription drug benefits, your family members include:

- Your legal spouse;
- Your same-sex domestic partner or New Jersey civil union partner;
- Your children until the last day of the month in which they reach age 26, including your:
 - ♦ natural children,
 - ♦ Step children.
 - ♦ natural born children of your domestic or civil union partner,
 - ♦ legally adopted children,
 - ♦ children who are placed in your home for while adoption procedures are underway,
 - ♦ children living with you for whom you are appointed legal guardian by a court and for whom you are financially responsible, and
 - ♦ A foster child.
 - ♦ Children for whom you are required to provide healthcare coverage pursuant to a Qualified Medical Child Support Order (“QMCSO”). A QMCSO is any judgment, decree or order (including a settlement agreement) issued by a court or through and administrative process under state law, that creates or recognizes the existence of the right of a child to, or assigns to the child the right to receive benefits for which you are eligible under the Plan.
 - ♦ A covered employee’s disabled child of any age (medical proof of handicap is required), if their disability commenced prior to age 19 (and they are legally or financially dependent primarily on you). Please refer to your evidence of coverage booklets and plan summaries for each benefit to confirm at what age a dependent must become disabled in order to stay on the policy beyond the typical age-out requirement. Some voluntary dependent life policies will not insure disabled children.

NOTE: For federal tax purposes, you will be taxed on the full value of the health care benefits provided to your domestic partner or NJ civil union partner, unless your partner qualifies as your federal tax dependent for health plan purposes or you claim a federal tax exemption for your partner. See your Human Resources representative for more details.

For Benefits Other Than Medical:

Eligible Employees

Generally, you are eligible for all other benefits other than medical (including prescription drug) if you are an Employee of the Company who is scheduled to work at least 30 hours per week on a regular and continuous basis. Temporary and seasonal employees are not eligible for participation.

Generally, the term "Employee" means a common law employee of the Company. The term employee does not mean any of the following persons, even if determined retroactively by a court or governmental agency to be a common law employee:

- A self-employed individual as defined in Code section 401(c)(1)(A),
- A member of the Board of Directors who is not otherwise an employee,
- A person the Plan Administrator determines is an independent contractor for the Company, and
- A person the Plan Administrator determines is engaged by the Company as a consultant or advisor on a retainer or fee basis.

The following individuals may not participate in the Plan:

- those covered by a collective bargaining agreement that does not provide for eligibility to participate in the Plan,
- those characterized by the Company as independent contractors,
- non-resident aliens who received no income (within the meaning of Code Section 911(d)(2)) from an employer that constitutes income from sources within the United States, as defined in code Section 861(a)(3),
- leased workers as defined in Code Section 414(n),
- temporary or seasonal employees, and
- Part-time employees defined as employees who are regularly scheduled to work less than 30 hours per week.

Certain individuals or groups are included in participation or excluded from participation in certain or all of the benefits offered under the Plan as determined by the Company. For example, individuals who are characterized by the Company as an independent contractor or a contract employee, are excluded from participation. Additionally, any individual who was formerly an eligible participant and his or her dependents will be permitted to continue participation in the Plan if he or she is entitled to under the terms of the severance agreement or under the terms of an individual employment agreement. Such individual's participation, and the participation of the dependents of such individual, including the specific benefit components in which the individual (and any dependents) are eligible to participate, will be subject to the terms of the severance or the employment agreement, and except as otherwise required under COBRA, will end as of the date set forth in the severance or employment agreement. A person the Plan Administrator determines is not an "employee" as defined above will not be eligible to participate in the Plan regardless of whether such determination is upheld by a court or tax or regulatory authority having jurisdiction over such matters.

Board Members Effective January 1, 2017

Compensated and uncompensated Board Members of Conner Strong & Buckelew are eligible for non-medical benefits other than group term life insurance, provided that they are subject to the same terms of the Plan with respect to coverage and cost as eligible employees.

Eligible Dependents

For purposes of dental and vision benefits, your family members include:

- Your legal spouse;
- Your same-sex domestic partner or New Jersey civil union partner;
- Your children until the last day of the month in which they reach age 26, including your:
 - o natural children,

- o Step children.
- o natural born children of your domestic or civil union partner,
- o legally adopted children,
- o children who are placed in your home for while adoption procedures are underway,
- o children living with you for whom you are appointed legal guardian by a court and for whom you are financially responsible, and
- o A foster child.
- A covered employee's disabled child of any age (medical proof of handicap is required), if their disability commenced prior to age 19 (and they are legally or financially dependent primarily on you). Please refer to your evidence of coverage booklets and plan summaries for each benefit to confirm at what age a dependent must become disabled in order to stay on the policy beyond the typical age-out requirement. Some voluntary dependent life policies will not insure disabled children.

For purposes of dependent life insurance coverage offered under the Plan:

- Your legal spouse;
- Your same-sex domestic partner or New Jersey civil union partner;
- Your, your spouse's unmarried natural child(ren) stepchild(ren), or legally adopted child(ren) who are under age 19 or age 25 if a full-time student.

For purposes of the Health Care FSA, your dependents include:

- Your legal spouse;
- Your children through the end of the year in which they turn age 26, regardless of their marital status, student status and whether or not they live with you or you provide any of their support;
- Your mentally or physically disabled adult dependent children who live with you and who are primarily dependent on you for support ; and
- Any other person (including a domestic partner) who meets the Internal Revenue Service (IRS) definition of a tax dependent (without regard to the income limit), which means an individual whose primary residence is your home, who is a member of your household, for whom you provide more than one-half of their support, and who is not the qualifying child (as defined under the Code) of the employee or any other individual. Note, an employee can treat another person's qualifying child as a qualifying relative if the child satisfies the other requirements listed here and if the other person isn't required to file a tax return and either doesn't file a return or files one only to get a refund of withheld income taxes. For example, this could allow tax-free health coverage for the children of an employee's non-working domestic partner.

For purposes of the Dependent Care FSA, your "eligible dependents" include:

- A child under age 13 who is your qualifying child (as defined under the Code);
- A disabled spouse who lives with you for more than one half the year; and
- Any other relative or household member who receives more than one-half of their support from you, resides in your home, is mentally or physically unable to care for him- or herself and who is not the qualifying child (as defined under the Code) of the employee or any other individual. Note, too, that the definition of covered dependent may vary under certain fully-insured programs offered in certain states - refer to the certificates to identify a "spouse" or "dependent" covered under a particular insured contract. If any coverage is insured and/or otherwise required to comply with applicable state or other law and such applicable law requires recognizing such individuals as spouses (such as domestic/civil union partners or other "state sanctioned life partners") or individuals who are eligible for coverage, the plan will provide coverage to the minimum extent required by applicable law, notwithstanding the above exclusions. Benefits for any "state sanctioned life partner") may require an affidavit confirming the relationship as well as documenting proof of such relationship. For example, some insured coverages may have different age limits or requirements or limitations for insuring dependent children. Please refer to your insured coverage booklet for more information. Note too that if insured group health coverage is available for your adult child under state law, such benefits may not be available on a pre-tax basis under federal tax law.

Note: Please review your fully-insured program materials for each benefit carefully. These fully-insured programs may have different eligibility requirements for dependents.

Domestic Partner and NJ Civil Union Partner coverage

If you are eligible to receive medical (including prescription drug), dental, or vision benefits under the Plan, your domestic partner and/or NJ civil union partner ("domestic partner") will also be eligible to receive these benefits where available. Domestic partners are not eligible to receive Dependent Life Benefits.

Your domestic partner is defined as a person who meets the following criteria:

- (a) is unable to legally marry the Employee because of laws prohibiting marriage to persons of the same sex in the state of legal residence and has entered into a valid Civil Union relationship where such a union is legally recognized;
- (b) is not so closely related to the Employee that marriage would be otherwise prohibited;
- (c) is not legally married to any other person;
- (d) if of the age of consent in the state of legal residence and competent to enter into such an arrangement; and
- (e) Lives with the Employee, shares common necessities of life and, with Employee, both are responsible for each other's common welfare, including financial interdependence.

The Plan reserves the right to request documentation of any of the foregoing prior to commencing coverage for the Domestic Partner.

Where required by law, the term "domestic partnership" includes opposite sex couples and any legal same-sex union validly formed in a covered jurisdiction. You cannot cover both a spouse and a domestic partner.

It is understood that you have an affirmative obligation to notify Human Resources as soon as your domestic partner relationship has been terminated. You will be asked to complete and submit a form regarding the termination of your domestic partnership. If you fail to do so, you may have to reimburse the Company for all benefits paid while your domestic partner was ineligible for coverage, and you may be subject to disciplinary action (including possible termination of employment). Upon termination of the domestic partnership, coverage of the former domestic partner (including any child or children of the former domestic partner) will terminate at the end of the month in which the relationship terminates.

Documentation of dependents

If you elect coverage for yourself and your eligible dependents, you must certify in writing that your eligible dependents meet all Plan eligibility requirements. You must also provide social security numbers for your dependents as requested in order to cover dependents under the plan. The Company maintains the right to request documentation from you at any time to ensure that your dependents meet the eligibility criteria. In the event you provide a false certification or false or misleading information, you will be required to reimburse the Company for all amounts paid by the Company on your behalf. Any fraudulent attempt to secure or maintain coverage for a non-eligible person may lead to disciplinary action, up to and including termination of employment.

Enrollment

Generally, for benefits other than Medical benefits, if you are classified as full-time employee, your coverage begins on the first of the month following 60 days of continuous employment if you are an hourly employee, and your date of hire if you are an exempt employee, provided you enroll for coverage within 30 days of your date of employment. If you do not enroll within 30 days of your eligibility date, you will be deemed to have elected "no coverage" and you will have to wait until the next annual enrollment period to enroll, unless you experience a change in status.

For additional information regarding when coverage begins see the applicable attachments to Appendix A.