

AURA, Inc. Money Purchase Pension Plan and Trust

SUMMARY PLAN DESCRIPTION

Effective January 2018

AURA, Inc. Money Purchase Pension Plan and Trust

SUMMARY PLAN DESCRIPTION.....	1
I. BASIC PLAN INFORMATION	2
II. PARTICIPATION.....	4
III. CONTRIBUTIONS	4
IV. INVESTMENTS	6
V. VESTING	6
VI. IN-SERVICE WITHDRAWALS	6
VII. DISTRIBUTION OF BENEFITS.....	7
VIII. MISCELLANEOUS INFORMATION.....	10
IX. INTERNAL REVENUE CODE TESTS.....	10
X. PARTICIPANT RIGHTS.....	11
XI. SERVICES AND FEES.....	14

Summary Plan Description

AURA, Inc. Money Purchase Pension Plan and Trust

The AURA, Inc. Money Purchase Pension Plan and Trust (the “Plan”) of Association of Universities for Research in Astronomy, Inc. has been amended as of 04/15/2016 (the “Effective Date”). This Plan is intended to be a qualified retirement plan under the Internal Revenue Code.

The purpose of the plan is to enable eligible Employees to save for retirement. As well as retirement benefits, the plan provides certain benefits in the event of death, disability, or other termination of employment. The Plan is for the exclusive benefit of eligible Employees and their Beneficiaries.

This booklet is called a Summary Plan Description (“SPD”) and it contains a summary in understandable language of your rights and benefits under the plan. If you have difficulty understanding any part of this SPD, you should contact the Plan Administrator identified in the Basic Plan Information section of this document during normal business hours for assistance.

This SPD is a brief description of the principal features of the plan document and trust agreement and is not meant to interpret, extend or change these provisions in any way. A copy of the plan document is on file with the Plan Administrator and may be read by any employee at any reasonable time. The plan document and trust agreement shall govern if there is a discrepancy between this SPD and the actual provisions of the plan.

This SPD is based on the federal tax implications of your participation in the Plan, transactions made within your Account, and distributions you may receive from the plan. The state tax implications of your participation and these transactions should be determined based on an examination of appropriate state law. Please consult with your tax advisor if you have any questions regarding state tax law.

I. BASIC PLAN INFORMATION

The information in this section contains definitions to some of the terms that may be used in this SPD and general Plan information. If the first letter of any of the terms defined below is capitalized when it is used within this SPD, then it represents the indicated defined term.

A. Account

An Account shall be established by the Trustee to record contributions made on your behalf and any related income, expenses, gains or losses. It may also be referred to as an Account balance.

B. Beneficiary

This is the person or persons (including a trust) you designate, or who are identified by the plan document if you fail to designate or improperly designate, who will receive your benefits in the event of your death. You may designate more than one Beneficiary.

C. Employee

An Employee is an individual who is employed by your Employer as a common law employee or, in certain cases, as a leased employee and is not terminated.

D. Employer

The name and address of your Employer is:

Association of Universities for Research in Astronomy, Inc.
National Place Building
1331 Pennsylvania Avenue NW - Suite 1475
Washington, DC 20004

The Employer's federal tax identification number is: 86-0138043

E. ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) identifies the rights of Participants and Beneficiaries covered by a qualified retirement plan.

F. Third Party Administrator Contact Information

Fidelity Investments and TIAA are the recordkeepers of your Plan. To view your Account, make changes to investments, or perform transactions, please use the contact information below:

Fidelity Investments

Phone number: 1-800-835-5097

Website: www.401k.com

TIAA

Phone number: 1-800-842-2776

Website: www.tiaa.org

G. Highly Compensated Employee

An Employee is considered a highly compensated Employee if (i) at any time during the current or prior year you own, or are considered to own, at least five percent of your Employer, or (ii) received compensation from your Employer during the prior year in excess of \$120,000.00, as adjusted and you are in the top paid group consisting of the top 20% of employees ranked by compensation.

H. Non-Highly Compensated Employee

An Employee who is not a Highly Compensated Employee.

I. Participant

A participant is an eligible Employee who has satisfied the eligibility and entry date requirements and is eligible to participate in the Plan or a formerly eligible Employee who has an Account balance remaining in the Plan.

J. Plan Type

The AURA, Inc. Money Purchase Pension Plan and Trust is a defined contribution plan. These types of plans are commonly described by the method by which contributions for participants are made to the plan. More information about the contributions made to the plan can be found in Section III, Contributions.

K. Plan Administrator

The Plan Administrator is responsible for the administration of the Plan and its duties are identified in the plan document. In general, the Plan Administrator is responsible for providing you and your Beneficiaries with information about your rights and benefits under the Plan. The name and address of the Plan Administrator is:

Association of Universities for Research in Astronomy, Inc.
National Place Building
1331 Pennsylvania Avenue NW - Suite 1475
Washington, DC 20004

L. Plan Number

The three digit IRS number for the Plan is 004.

M. Plan Sponsor

The Plan's Sponsor is the first Employer listed under the definition of Employer above.

N. Plan Year

The Plan Year is the twelve-month period ending on the last day of December. The Plan Sponsor may only change or have changed the Plan Year by amending and restating to a new Plan Document.

O. Qualified Military Service

Qualified Military Service is service in the uniformed services of the United States for a period of greater than 30 days that results in the Participant having a right of reemployment with the Employer under federal law.

P. Service of Process

The plan's agent for service of legal process is the Plan Administrator.

Q. Trustee

The trustee is responsible for trusteeing the Plan's assets. The trustee's duties are identified in the trust agreement and relate only to the assets in its possession. The name and address of the Plan's Trustee are:

Fidelity Management Trust Company
245 Summer Street
Boston, MA 02210

TIAA
211 North Broadway
Suite 1000
St Louis MO 63102-2733

II. PARTICIPATION

A. Eligibility Requirements

You are eligible to participate in the Plan if you are an Employee.

However, you are not eligible to participate if you are:

- a resident of Puerto Rico
- covered by a collective bargaining agreement, unless the agreement requires the employees to be included under the Plan.
- a leased Employee
- Employees who normally work less than 20 hours per week; Employees who are locally hired in Chile that do not receive any earned income from the Employer which constitutes United States source income; persons who at the date of hire are not expected to complete 12 months of employment with the Employer. However, if you are in the group(s) listed below, you shall become eligible to participate in the plan on the first entry date after you have completed at least 1,000 Hours of Service during an Eligibility Computation Period:

Employees who normally work less than 20 hours per week; persons who at the date of hire are not expected to complete 12 months of employment with the Employer.

You are also not eligible to participate if you are an individual who is a signatory to a contract, letter of agreement, or other document that acknowledges your status as an independent contractor not entitled to benefits under the Plan and you are not otherwise classified by the Employer as a common law employee or the Employer does not withhold income taxes, file Form W-2 (or any replacement form), or remit Social Security payments to the Federal government for you, even if you are later adjudicated to be a common law employee.

You will become eligible to participate in the Plan according to the table below:

Contribution type	Age Requirement	Service Requirement	Entry Date
All Sources	None	None	Immediate

Once you become a Participant you are eligible to participate in the Plan until you terminate your employment with your Employer or become a member of a class of Employees excluded from the Plan. If you terminate your employment after you have met the eligibility requirements, and are later re-employed by your Employer, you will again be eligible to participate in the Plan when you complete one hour of service.

III. CONTRIBUTIONS

After you satisfy the participation requirements in Section II of this Summary Plan Description, you may be eligible to receive Employer contributions as described in this section.

A. Compensation

Compensation must be defined to compute contributions under the Plan. For purposes of determining contributions, only Compensation paid to you for services you performed while employed as an Eligible Employee shall be considered. Eligible compensation for computing contributions under the Plan exclude reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, any payments made to an Employee performing Qualified Military Service in lieu of wages the individual would have received from the Employer if the individual were performing service for the Employer, unused leave, and welfare benefits and including salary reduction contributions you made to an Employer sponsored cafeteria, qualified transportation fringe, simplified employee pension, 401(k), 457(b) or 403(b) plan.

The definition of compensation for your plan for purposes of computing contributions also excludes certain amounts as indicated in the table below.

Source	Exclusion (s)
Employer Non-elective Contributions	Overtime Pay, Bonuses, Commissions, Severance pay received prior to termination, Differential Wages, Director's fees; imputed income; taxable life; allowances (e.g. including but not limited to annual travel benefit, cell phone, COLA/site allowance, education / tuition allowance, home internet / internet service provider, moving / relocation, housing allowance); reimbursements (e.g. including but not limited to cell phone, travel, FSA, miscellaneous reimbursements, dependent care, education / tuition reimbursements, moving / relocation); stipends; shift differentials; lump sum payments of accrued and unused vacation leave paid at termination of employment.

Compensation for your first year of eligible Plan participation will be measured only for that portion of your initial Plan Year that you are eligible. Tax laws limit the amount of compensation that may be taken into account each Plan Year; the maximum amount for the 2018 Plan Year is \$275,000.

B. Contributions

1. Fixed Non-Elective Contributions

a. Fixed Percentage Contribution

Your Employer will make a contribution on your behalf in an amount equal to 10.00% of your eligible compensation for the Plan Year.

2. Other Contributions and Limitations

a. Limit on Contributions

Federal law requires that amounts contributed on your behalf by your Employer for a given limitation year generally may not exceed the lesser of:

\$55,000 (or such amount as may be prescribed by the Secretary of the Treasury); or

100.00% of your annual compensation.

The limitation year for purposes of applying the above limits is the twelve month period ending 12/31. Contributions under this Plan, along with Employer contributions under any other Employer-sponsored defined contribution plans, may not exceed the above limits. If this does occur, then excess contributions in your Account may be forfeited or refunded to you based on the provisions of the Plan document. You will be notified by the Plan Administrator if you have any excess contributions. Income tax consequences may apply on the amount of any refund you receive.

3. Rollover Contributions

The Plan does not accept Rollover Contributions of any type.

IV. INVESTMENTS

A. Investments

The Employee Retirement Income Security Act of 1974 (ERISA) imposes certain duties on the parties who are responsible for the operation of the Plan. These parties, called fiduciaries, have a duty to invest Plan assets in a prudent manner. However, an exception exists for plans that comply with ERISA Section 404(c) and permit a Participant to exercise control over the assets in his/her Account and choose from a broad range of investment alternatives. This Plan is intended to be a Section 404(c) plan. To the extent that you have directed the investment of assets in your Account under the Plan, you are responsible for the investment decisions you made relating to those assets and the Plan fiduciaries are not responsible for any losses resulting from your investment instructions. To assist you in making informed investment decisions, your Plan Administrator is required to provide you with certain disclosures required under the Department of Labor's participant disclosure regulation (See DOL Regulation §2550.404a-5) initially and on an annual basis. You should contact your Plan Administrator with any questions regarding these disclosures.

B. Statement of Account

The assets in the Plan are invested in available investment options and a separate Account is established for each Participant who receives and/or makes a contribution. The value of your Account is updated each business day to reflect any contributions, exchanges between investment options, investment earnings or losses for each investment option and withdrawals. Your account statement is available online through Fidelity or TIAA, you can view and print a statement for a certain time period depending on the Third Party Administrator selected. A statement is also available to be automatically mailed to you. You can initiate these mailings by contacting your Third Party Administrator.

V. VESTING

The term "vesting" refers to your non-forfeitable right to the money in your Account. You are immediately 100% vested in your Employer Non-Elective Contributions and any earnings thereon.

VI. IN-SERVICE WITHDRAWALS

You may contact Fidelity to take a withdrawal from the Plan. The amount of any taxable withdrawal that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to Federal and state, if applicable, income taxes. In general, the amount of any taxable withdrawal that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% Federal Income Tax and any applicable State Income Tax. A 10% Internal Revenue Code early withdrawal penalty tax may apply to the amount of your withdrawal if you are under the age of 59½ and do not meet one of the Internal Revenue Code exceptions.

The following types of withdrawals are available under the Plan:

A. Withdrawals After Age 70½

Starting in the calendar year in which you reach age 70½, you may elect to receive distributions calculated in the same manner as Minimum Required Distributions. For more information, please refer to the paragraph so entitled under the Distributable Events subsection of this SPD's section on Distribution of Benefits below.

B. Other Withdrawals

In-Service withdrawals from these specified Accounts shall be available to you if you satisfy the applicable requirements: Participants hired before January 1, 2018, who have attained age sixty-two (62), who are characterized as other than as a regular full-time employee, and who have not separated from employment, may elect to begin receiving distributions of their vested Account balance in accordance with the provisions of the Basic Plan Document Article 10, In-Service Withdrawals. Participants hired on or after January 1, 2018 are not eligible for In-Service withdrawals.

VII. DISTRIBUTION OF BENEFITS

A. Eligibility for Benefits

A distribution can be made to you if you request one due to your disability, retirement or termination of employment from your Employer. Your Beneficiary or Beneficiaries may request a distribution of your vested Account balance in the event of your death. The value of your Account balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed.

You may defer receipt of your distribution until a later date. However, you cannot postpone it if your vested Account balance is \$1,000 or less with Fidelity in which case the Plan Administrator will direct the Trustee to distribute it to you as a lump sum distribution without your consent. If your vested Account balance exceeds \$1,000, you may delay your distribution until you are required by law to receive minimum required distributions. You will have a continuing election to request a distribution if you elect to postpone your distribution unless you are re-employed by your Employer. Your consent will be required for any distribution if your vested Account balance is greater than \$1,000.

Prior to such distribution you still have the right to request that the amount be distributed directly to you in the form of a lump sum payment or to request that it be rolled-over to a different IRA provider or another retirement plan eligible to receive rollover contributions.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You may apply for a distribution by calling the Fidelity Retirement Benefits Line at 1-800-835-5097 or TIAA at 1-800-842-2776. All telephone calls will be recorded.

B. Distributable Events

You are eligible to request a distribution of your vested Account balance based on any of the following events:

1. Death

If you are a Participant in the Plan and die, your vested Account balance, if any, will be paid to your designated Beneficiary or Beneficiaries. You may designate a Beneficiary or Beneficiaries on a designation form that must be properly signed and filed with the Third Party Administrator.

2. Disability

Under your Plan, you are disabled if you meet the following criteria: you are eligible for disability benefits under your Employer's Long-Term Disability Plan, or you are eligible for Social Security disability benefits, or you are determined disabled by a physician selected by the Plan Administrator.

You may request a distribution of your Account balance only if you terminate your employment with your Employer.

3. Retirement

You do not have to terminate your employment with your Employer just because you attain your normal retirement age of 65.

4. Minimum Required Distributions

You are required by law to receive a minimum required distribution from the Employer's Plan, unless you are a five percent owner of the Employer, no later than April 1 of the calendar year following the calendar year you turn 70½ or terminate your employment, whichever is later. If you are a five percent owner of the Employer, you must start receiving your distribution no later than April 1 of the calendar year following the calendar year you turn 70½. Once you start receiving your minimum required distribution, you should receive it at least annually until all assets in your Account are distributed.

5. Termination of Employment

Generally, if you terminate your employment with your Employer, you may elect to receive a distribution of your vested Account balance from the Plan.

C. Form of Payments

The normal form of payment under the Plan is a qualified joint and survivor annuity. The forms of payments that you may elect, after satisfying any waiver requirement, under the Plan are listed in this section below.

1. Lump Sum Distributions

Your entire vested Account balance will be paid to you in a single distribution or other distribution that you elect.

2. Non-Rollover Distribution

Any distribution paid directly to you will generally be subject to mandatory Federal income tax withholding of 20% of the taxable distribution and the remaining amount will be paid to you. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution as described below. This withholding is not a penalty but a prepayment of your Federal income taxes.

You may rollover the taxable distribution you receive to an Individual Retirement Account (IRA) or your new employer's qualified plan, if it accepts rollover contributions and you roll over this distribution within 60 days after receipt. You will not be taxed on any amounts timely rolled over into the IRA or your new employer's qualified Plan until those amounts are later distributed to you. Any amounts not rolled over may also be subject to certain early withdrawal penalties prescribed under the Internal Revenue Code.

3. Direct Rollover Distribution

As an alternative to a non-rollover distribution, you may request that your entire distribution be rolled directly into an IRA or to your new employer's qualified plan if it accepts rollover contributions. Direct rollovers for those invested with TIAA are subject to contract restrictions. Federal income taxes will not be withheld on any direct rollover distribution.

When you call the Third Party Administrator to take a withdrawal, you will be asked whether you will be rolling over any part of your distribution. If you wish to have any part of your distribution rolled over to an IRA or another qualified plan, you will need to speak to a representative.

- a. **Rollover to Third Party Administrator IRA** - You will request a Rollover IRA Kit. Your rollover request will be entered on the system and will pend until the Rollover IRA Account is set up. You must return the signed Rollover IRA application to the Third Party Administrator in order to set up the Rollover IRA Account. Once the Rollover IRA account has been set up, your vested Account balance will be transferred to the Third Party Administrator Rollover IRA.
- b. **Rollover to Non-Third Party Administrator IRA** - A check will be issued by the Trustee payable to the IRA custodian or trustee for your benefit. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. **You will be responsible for forwarding it on to the custodian or trustee.** You must provide the Plan Administrator with complete information to facilitate your direct rollover distribution.
- c. **Rollover to your New Employer's Qualified Plan** - You should check with your new employer to determine if its plan will accept rollover contributions. If allowed, then a check will be issued by the Trustee payable to the trustee of your new employer's qualified plan. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. **You will be responsible for forwarding it on to the new trustee.** You must provide the plan Administrator with complete information to facilitate your direct rollover distribution.

4. Combination Non-Rollover Distribution and Direct Rollover Distribution

You may request that part of your distribution be paid directly to you and the balance rolled into an IRA, your new employer's retirement plan, or a 403(a) annuity. Any part of the distribution paid directly to you will generally be subject to the Federal income tax withholding rules referred to in subsection a) above and any direct rollover distribution will be made in accordance with section b) above. Your direct rollover distribution must be at least \$500.

You will pay income tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into an IRA or your new employer's qualified Plan. A 10% IRS premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another qualified plan. The 20% Federal income tax withheld under this section may not cover your entire income tax liability. In the case of a combination distribution, if any portion of the eligible rollover distribution consists of after-tax contributions, the amount paid directly to you will be considered to consist completely of after-tax contributions before any after-tax contributions are attributed to the portion paid as a direct rollover. Consult with your tax advisor for further details.

5. Installment Distributions

Your vested Account balance will be paid to you in substantially equal amounts over a period of time. You may elect annual or more frequent installments. You may elect to receive a lump sum distribution after you start to receive

installment distributions, by completing the appropriate documentation. The direct rollover distribution rules referred to in the lump sum distribution section also apply to installment distributions.

6. Purchase of an Annuity

If you are single, your vested Account balance will be paid to you in the form of a single life annuity unless you elect a different form of payment. If you are married, your vested Account balance will be paid to you in the form of a joint and survivor annuity (called the qualified joint and survivor annuity) unless you and your spouse elect a different form of payment.

Your vested Account balance, as of your annuity starting date, will be used by the Trustee to purchase a life annuity contract from an insurance company if you are single, or a joint and survivor annuity if you are married. (The annuity starting date is the first day of the first period for which an amount is payable as an annuity.) The insurance company will make monthly payments to you for your life based upon the type of annuity purchased. If you are single, you will receive a lifetime income under a single life annuity. The payments will cease upon your death and will not pay any death benefits to any Beneficiary. If you are married as of the annuity starting date, the joint and survivor annuity will pay you a level monthly payment for your life and, if your spouse survives you, he/she will receive for his/her life at least 50% of the level monthly payment payable to you during your life. The joint and survivor annuity will not pay any death benefits to other Beneficiaries.

If you die before attaining the Plan's retirement age, then 50% of your Account balance will be distributed through a qualified preretirement survivor annuity to your surviving spouse, unless that qualified annuity has been waived by you with the consent of your spouse.

In the case of the joint and survivor annuity, the Plan Administrator shall not less than 30 days and not more than 180 days prior to the annuity starting date provide you with a written explanation of: (i) the terms and conditions of a qualified joint and survivor annuity; (ii) your right to make and the effect of an election to waive the joint and survivor annuity form of benefit; (iii) the rights of your spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified joint and survivor annuity.

The annuity starting date for a distribution in a form other than a joint and survivor annuity may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (a) you have been provided with information that clearly indicates that you have at least 30 days to consider whether to waive the qualified joint and survivor annuity and elect (with spousal consent which must be in writing and witnessed by a notary public or a Plan representative) a form of distribution other than a qualified joint and survivor annuity; (b) you are permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the joint and survivor annuity is provided to you; and (c) the annuity starting date is a date after the date that the written explanation was provided to you.

7. Other Annuity

You may also elect to receive your distribution in the form of Fixed-Period Annuities as described in TIAA contracts; Lifetime Annuities as described in TIAA contracts.

8. Other Non-Annuity

You may also elect to receive your distribution in the form of Systematic Partial Withdrawals; Interest Payment Retirement Option (IPRO) as described in TIAA contracts.

VIII. MISCELLANEOUS INFORMATION

A. Benefits Not Insured

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this particular Plan. You will only be entitled to the vested benefits in your Account based upon the provisions of the Plan and the value of your Account will be subject to investment gains and losses.

B. Attachment of Your Account

Your Account may not be attached, garnished, assigned or used as collateral for a loan except to the extent required by law. Your creditors may not attach, garnish or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse, or former spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account balance based on the court order. Participants and Beneficiaries can obtain, without a charge, a copy of QDRO procedures from the Plan Administrator.

C. Plan-to-Plan Transfer of Assets

The Plan Sponsor may direct the Trustee to transfer all or a portion of the assets in the Account of designated Participants to another plan or plans maintained by your Employer or other employers subject to certain restrictions. The plan receiving the Trust Funds must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, a Participant's vested Account balance may not be decreased as a result of the transfer to another plan.

D. Plan Amendment

The Plan Sponsor reserves the authority to amend certain provisions of the Plan by taking the appropriate action. However, any amendment may not eliminate certain forms of benefits under the Plan or reduce the existing vested percentage of your Account balance derived from Employer contributions.

E. Plan Termination

The Plan Sponsor reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate, including notice of benefit reduction, with the approval of the Board of Directors. The Plan Administrator will facilitate the distribution of Account balances in single lump sum payments to each Participant in accordance with Plan provisions until all assets have been distributed by the Trustee.

F. Interpretation of Plan

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the Plan document, existing laws and regulations and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited services, disability, and retirement, or to interpret any other term contained in Plan documents. The Plan Administrator's interpretations and determinations are binding on all Participants, Employees, former Employees, and their Beneficiaries.

G. Electronic Delivery

This Summary Plan Description and other important Plan information may be delivered to you through electronic means. This Summary Plan Description contains important information concerning the rights and benefits of your Plan. If you receive this Summary Plan Description (or any other Plan information) through electronic means you are entitled to request a paper copy of this document, free of charge, from the Plan Administrator. The electronic version of this document contains substantially the same style, format and content as the paper version.

IX. INTERNAL REVENUE CODE TESTS

A. Non-Discrimination Tests

The Plan may be subject to Internal Revenue Code non-discrimination tests as of the last day of each Plan Year to maintain a qualified Plan. These tests are intended to ensure that the amount of contributions under the Plan do not discriminate in favor

of Highly Compensated Employees. The Plan may be subject to additional types of non-discrimination testing depending upon the benefits available under the Plan.

B. Top Heavy Test

The Plan may be subject to the Internal Revenue Code “top-heavy” test. In that circumstance, the Plan Administrator tests this Plan, together with any other Employer-sponsored qualified plans that cover one or more key employees, to ensure that no more than 60% of the benefits are for key employees. If this Plan is top-heavy, then your Employer may be required to make a minimum annual contribution on your behalf to this, or another Employer sponsored plan, if you are employed as of Plan Year-end. You will be vested for these contributions in accordance with the vesting shown for non-elective contributions within the Vesting section of this SPD.

X. PARTICIPANT RIGHTS

A. Claims

1. Claims Procedures

A plan participant or beneficiary may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact your Plan Administrator for more information. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. (A different procedure applies for disability related claims – see the next paragraph). In the event the claim is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

If your claim concerns disability benefits under the Plan, the Plan Administrator must notify you in writing within 45 days after you have filed your claim in order to deny it. If special circumstances require an extension of time to process your claim, the Plan Administrator must notify you before the end of the 45-day period that your claim may take up to 30 days longer to process. If special circumstances still prevent the resolution of your claim, the Plan Administrator may then only take up to another 30 days after giving you notice before the end of the original 30-day extension. If the Plan Administrator gives you notice that you need to provide additional information regarding your claim, you must do so within 45 days of that notice.

2. Review Procedures (For Appeal of an Adverse Benefit Determination)

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim (a different procedure applies for disability related claims – see the next paragraph) by filing a written request for review with the Plan Administrator. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. (A different procedure applies for disability related claims – see the next paragraph). In the event the claim on review is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and

information about the steps that must be taken to submit a timely request for review, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

If your initial claim was for disability benefits under the Plan and has been denied by the Plan Administrator, you have 180 days from the date you receive notice of your denial in which to appeal that decision. Your review will be handled completely independently of the findings and decision made regarding your initial claim and will be processed by an individual who is not a subordinate of the individual who denied your initial claim. If your claim requires medical judgment, the individual handling your appeal will consult with a medical professional who was not consulted regarding your initial claim and who is not a subordinate of anyone consulted regarding your initial claim and identify that medical professional to you. The Plan Administrator must notify you in writing within 45 days after you have filed your claim in order to deny it. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 45-day period. In no event shall such extension exceed a period of 45 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Plan Administrator shall notify you of the Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of your request for review by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to you prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.

The Plan Administrator shall provide you with written notification of a plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by you – the specific reason or reasons for the adverse determinations, reference to the specific plan provisions on which the benefit determination is based, a statement that you are entitled to receive, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

B. Statement of ERISA Rights

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

1. Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report each year.
- Obtain a statement telling you the fair market value of your vested, accrued benefit, as of the date for which the benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

2. Prudent Actions by Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you, other Plan Participants and Beneficiaries. No one, including your Employer,

your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

3. Enforce Your Rights

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. The Plan's agent for legal service of process in the event of a lawsuit is the Plan Administrator. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

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

4. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or 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, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

C. When to Bring an Action in Court

You may file a lawsuit regarding the denial of an appeal after following the claims and review procedures above. You must file any lawsuit within 12 months after the date the Plan Administrator issued its final decision on an appeal. If you do not file a claim or exhaust the claims review process for any reason, any lawsuit must be filed within 12 months of the date of the conduct at issue in the lawsuit (which includes, among other things, the date you became entitled to any Plan benefits at issue in the lawsuit). If you fail to file a lawsuit within these timeframes, you will lose your right to bring the lawsuit at any later time.

XI. SERVICES AND FEES

Fees and expenses charged under your Account will impact your retirement savings, and fall into three basic categories. *Investment fees* are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, 12b-1 fees, or management fees. Certain of these Investment fees may not apply depending upon the funds and share classes available in the Plan. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments available under your Plan. *Plan administration fees* cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available under your Plan, such as daily valuation, telephone response systems, internet access to plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are either paid directly by your Employer, or are passed through to the participants in the Plan, in which case a recordkeeping fee will be deducted from your Account. *Transaction-based fees* are associated with optional services offered under your Plan, and are charged directly to your Account if you take advantage of a particular plan feature that may be available, such as a Plan loan. For more information on fees associated with your Account, refer to your Account statement or speak with your Plan Administrator.