Northwestern Medical Center, Inc. Money Purchase Pension Plan

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Introduction

The Northwestern Medical Center, Inc. Money Purchase Pension Plan ("Plan") was established effective as of January 1, 1977 to provide you with greater financial security. The Plan is known as a defined contribution money purchase plan. It has been established to help you provide for your future financial security through a combination of personal savings, current tax savings and contributions made by your Employer.

This Plan offers you an easy way to save for your retirement using pre-tax contributions which are directly deducted from your paycheck. Neither the amount you choose to save, nor the earnings on those savings, is subject to federal taxation until you withdraw them from the Plan.

This Summary Plan Description -- or SPD -- will explain how the Plan works. It describes your benefits and rights under the Plan, as it was amended and restated, effective as of January 1, 2022.

This SPD is only a summary of your benefits and rights under the Plan. It is important that you understand that it cannot cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation. You can find the specific rules of the Plan in the Plan document, which you may request from your Plan Administrator.

Every effort has been made to accurately describe the Plan. If you find a difference between the information in this SPD and the information in the Plan document, your benefits will be determined based on the information found in the Plan document.

If in reading this SPD or the Plan document you find you have questions concerning your benefits under the Plan, please contact your Plan Administrator or Transamerica Retirement Solutions, LLC.

Important Information About the Plan

Plan Sponsor:	Northwestern Medical Center, Inc. ("Employer") 133 Fairfield Street St. Albans, VT 05478 802-524-5911 EIN: 03-0266986
Plan Name:	Northwestern Medical Center, Inc. Money Purchase Pension Plan
Plan Number:	001
Plan Effective Date:	The Plan was originally effective as of January 1, 1977. This SPD describes the Plan as amended and restated effective as of January 1, 2022.
Plan Year:	January 1st - December 31st
Plan Administrator:	Northwestern Medical Center, Inc. 133 Fairfield Street St. Albans, VT 05478 802-524-5911
Plan Trustee(S):	State Street Bank and Trust Company 1 Lincoln Street Boston, MA 02111
Agent for Service of Legal Process*:	Northwestern Medical Center, Inc. 133 Fairfield Street St. Albans, VT 05478

*Service of legal process may be made upon the Plan Trustee, if applicable, or the Plan Administrator.

Plan Funding:	All assets of the Plan are held in trust. The trust fund established by the Plan Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed.
Plan Recordkeeper:	Transamerica Retirement Solutions, LLC ("Transamerica") 440 Mamaroneck Avenue Harrison, NY 10528

Joining the Plan

May I join the Plan?

You may not join the Plan if you are an excluded employee. You are an excluded employee if you are an employee of Northwestern Occupational Health, LLC, a resident of Puerto Rico, an independent contractor, an employee of an Employer acquired as part of a Code §410(b)(6)(C) transaction until after the expiration of the transition period described in §410(b)(6)(C)(ii) or an employee of a controlled group or affiliated service group employer that does not adopt the Plan.

What happens if I become an excluded employee?

If you become an excluded employee, you will no longer be allowed to receive additional contributions under the Plan. You will, however, still have the ability to manage your account and keep certain rights and benefits.

When can I become a participant in the Plan?

You may become a participant on the first day of the Plan Year or the first day of the 7th month of the Plan Year coinciding with or following your completion of the required service described below.

To complete the required service, you must complete a year of service which means to complete at least 1,000 hours of service and 12 months of service. The 12-month period begins on your date of hire and ends after the close of that 12-month period. Subsequent eligibility periods are based on the Plan Year (see "**Important Information**" for definition of "Plan Year").

Only those hours for which you are paid or for which you are entitled to be paid (for example: vacations, holidays and sick days) can be counted to reach the required 1,000 hours of service. However, if you go on a qualified military service leave, such period of leave will be counted when determining hours of service.

If you are a rehired employee, or you are returning from a qualified military service leave, and you were previously a participant in the Plan, you may join the Plan on your rehire date.

If you are a rehired employee, and you were not previously a participant in the Plan, your Plan Administrator will determine the date you may enter the Plan.

NOTE: Service with certain predecessor organization(s) will be counted when determining whether you completed the service requirement. These predecessor organization(s) are/is as follows: Northwestern Occupational Health, LLC

How do I become a participant in the Plan?

You will become a participant in the Plan for purposes of receiving Employer contributions upon meeting the eligibility requirements indicated above. You must choose how you want your contributions to be invested. Please see the "**Managing Your Account**" section for more information on how to choose your investment allocations.

If I am married, may I designate someone other than my spouse as the beneficiary of my account?

Yes, but you must first submit the written consent of your spouse witnessed by either a notary public or Plan representative.

Contributions to the Plan

What are the tax advantages of being in the Plan?

Saving through the Plan provides you with tax advantages. You pay no current income taxes on contributions and on the earnings in your account while the money is in the Plan. Money in the Plan is not subject to federal taxation until it is actually distributed to you.

Does my Employer make contributions to the Plan?

Your Employer will make contributions to the Plan as follows:

Employer Contributions. Your Employer will make an annual employer contribution. If so, the amount credited to your account will be equal to 3% of your salary.

In order to receive the Employer Contributions:

- You must complete a year of service (1,000) during the Plan Year. This requirement does not apply if you terminate employment due to disability or retirement.

May I make rollover contributions to the Plan?

No. The Plan does not permit rollover contributions.

What is the most that may be contributed to the Plan on my behalf?

The Internal Revenue Service (IRS) places a maximum limit on the amount of money (the "Annual Contributions") that may be contributed to your account each Plan Year. For your Plan, this limit applies to:

- your Employer's contributions to the Plan

For the 2022 Plan Year, the maximum Annual Contributions to your account cannot exceed the lesser of $61,000 or 100% of your total salary. Total salary for this purpose includes any salary deferral contributions to 401(k) plans, Section 125 cafeteria plans, Section 132(f)(4) plans, governmental 457(b) plans, 403(b) accounts, simplified employee pension plans or simple retirement accounts.

Is my total salary used to calculate contributions?

For the 2022 Plan Year, the IRS allows salary up to $305,000 to be used when calculating contributions. This limit may be adjusted in future years based on the cost-of-living index.

Your salary used to calculate contributions will be your total salary (up to the maximum salary as described above) actually paid during the Plan Year, generally including any salary deferral contributions made to any salary deferral plan(s) of the Employer (e.g., to this Plan or a Section 125 cafeteria plan), and excluding the following from your salary:

- reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, deferred compensation, and welfare benefits

- payments received by you pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to you at the same time if you had continued in employment and only to the extent that the payment was included in your gross income

The amount of your salary used to calculate any minimum contributions or maximum contribution amounts that may be contributed on your behalf is your total annual salary (again, up to the maximum salary as described above).

For your first year of participation in the Plan, your salary will be recognized for the entire Plan Year, regardless of the date you enter the Plan.

Managing Your Account

Who decides how the money in my account is invested?

You do. When you become eligible to participate in the Plan you may select from a variety of professionally managed investment funds. You will receive enrollment material that will include the following information for each fund:

- a description of the investment objectives;
- the risk and return characteristics;
- the type and diversification of the assets; and
- the investment manager.

To help you make your selection, investment education material will be made available to you through your Plan Administrator. You may also visit the participant website for more information or contact Transamerica at 800-755-5801 for investment information to help you make investment decisions. Transamerica is equipped to handle your calls and questions in over 140 languages through Language Line® service. It also provides services for those who are hearing-impaired. All calls are recorded for your protection.

Once you decide how you would like your contributions invested, you will need to either call Transamerica at 800-755-5801 or visit the participant website.

NOTE: If you have not made your investment elections, all contributions made on your behalf will be invested in one of the T. Rowe Price Retirement I Target Date Funds, based on the year in which you attain age 65. This is known as the "Default Alternative." Your Employer has chosen to qualify the Default Alternative as a Qualified Default Investment Alternative ("QDIA") established in accordance with the legal requirements under Section 404(c)(5) of ERISA and regulations thereunder. This means that the Plan fiduciary would not be liable for any investment losses that result, notwithstanding that you did not affirmatively elect to invest in the Default Alternative. This relief from liability applies whether or not the Plan is intended to be an ERISA 404(c) plan. You have the right to direct any assets invested in the Default Alternative to other investment options available under the Plan, without financial penalty.

Your Plan is intended to be a 404(c) plan as described in Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"). This provision provides special rules for plans that permit participants to have control over their accounts (like yours). Because you choose your own investments, you are responsible for any investment gains or losses that result from your investment decisions. The Plan's fiduciaries (the Plan Administrator, etc.) are not liable if the value of your account declines because of investment losses based on your investment decisions.

Is there any other information available?

Certain additional information is available to you directly from your Plan Administrator upon request. The information for each investment fund includes:

- a description of the annual operating expenses;
- the most recent copies of financial statements, prospectuses (if applicable), reports and other information;
- a listing of assets comprising the portfolio of each designated investment fund holding "plan assets", its value, and information related to fixed-rate investment contracts (rate of return and maturity date); and
- a performance history and information regarding the value of shares or units in the investment fund and in your account.

How do I change the way my future contributions will be invested?

You may change the way your contributions are invested by visiting the participant website or by calling Transamerica at 800-755-5801. Changes received by Transamerica before the close of regular trading on the New York Stock Exchange, normally 4:00 p.m. Eastern Time, will be effective the same day. You may change the way your contributions are invested at any time. Please note that your choices must be in whole percentages. Confirmation of any changes you make will be sent to you within five business days.

May I transfer money among the different investment funds?

Yes, you may transfer money among the various investment funds by visiting the participant website or by calling Transamerica at 800-755-5801. Transfers received before the close of regular trading on the New York Stock Exchange, normally 4:00 pm Eastern Time, will be effective the same day. You may transfer money among the various investment funds at any time. Confirmation of your transfer will be sent to you within five business days.

NOTE: Some investment funds may impose trading restrictions and/or redemption fees as a result of frequent trading activity. If a prospectus is issued for any investment fund in which you invest, please read it carefully to determine if the fund imposes any trading restrictions or redemption fees.

Ownership of Your Account (Vesting)

What does vesting mean?

Vesting means ownership of your account. The portion of your account that is yours is called your vested account.

How do I know which portion of my account is vested?

Nonelective contributions and minimum contributions, if any, become "vested" based on your number of years of service with your Employer. The schedule below shows how your vested percentage is determined:

Completed Years of Service	Vested Percentage
Less Than 2	0% Vested
2	20% Vested
3	40% Vested
4	60% Vested
5	80% Vested
6 or more	100% Vested

NOTE: When calculating your vested percentage, service with certain predecessor organization(s) will be counted. These predecessor organization(s) is/are as follows: Northwestern Occupational Health, LLC.

Your vested percentage is directly tied to your years of service. You will be credited with a year of service if you complete 1,000 hours during a consecutive 12-month period ending on each December 31. If you go on a qualified military service leave, for purposes of determining years of service, such period of leave will be counted upon your return to employment.

In addition, you will be 100% vested in nonelective contributions, and minimum contributions, if any, and the earnings on such contributions if, while employed by your Employer,

- you attain the Plan's normal retirement age of 65
- you become permanently disabled
- you die

You will be considered disabled if you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The disability should be determined by a licensed physician. However, if the condition constitutes total disability under the federal Social Security Acts, the Administrator may rely upon such determination that you are totally and permanently disabled for purposes of the Plan. The determination will be applied uniformly to all participants.

If I terminate service with my Employer, will I receive the total value of my account?

The answer to this question depends on why and when you terminate service. If you terminate employment under any of the circumstances listed above or you have 6 or more years of service, you will receive the total value of your account.

Is my vesting affected if I become an excluded employee?

No. While you cannot participate in the Plan if you become an excluded employee, your vesting will not be affected. You will continue to be credited with years of service.

The vested percentage of your nonelective contributions and minimum contributions, if any, will increase as long as you continue working for your Employer.

When I terminate employment, what will happen to the portion of my account that is not vested?

The portion of your account that is not yet vested will be considered a "forfeiture." You will not be entitled to any portion of your account that is not vested when you terminate employment. Forfeitures will be used as follows:

- Restore Participants Accounts

- Offset Plan Expenses
- Reduce Any Employer Contributions

What happens to my prior periods/years of service if I am later reemployed with my Employer?

If you are reemployed, you will receive credit for all prior years of service.

What happens to my forfeited money if I am later reemployed with my Employer?

If you return to work for the Employer before five consecutive one-year Breaks in Service, you may restore the forfeited portion of your account by repaying any payment you received at termination. Your account will automatically be restored if you did not receive a distribution and you are reemployed by your Employer.

A one-year Break in Service occurs when you do not complete more than 500 hours of service with your Employer during the applicable 12-month computation period.

Contact your Plan Administrator for further details, including the deadline by which you would need to repay any payment you received.

What if a Qualified Domestic Relations Order ("QDRO") is issued against my account?

Generally, your vested account may not be sold, used as collateral for a loan outside the Plan, given away, or otherwise transferred. In addition, with certain limited exceptions (e.g., an IRS levy), your creditors may not interfere with your account in any way. An exception to this general rule, however, is a QDRO. A QDRO is a decree or order issued by a court that makes you pay child support or alimony, or otherwise allocates a portion of your account to your spouse, former spouse, child or other dependent. If a QDRO is received by Transamerica, all or a portion of your benefits may be used to satisfy such order. Transamerica will determine if the decree or order issued by the court meets the requirements of a QDRO. Participants and beneficiaries can obtain a description of the procedures for QDRO determinations at no charge from Transamerica, and should do so before having their legal counsel draft any domestic relations order.

A fee of $250 per QDRO will apply (applicable when your account is divided).

Withdrawals

May I make a withdrawal while I am employed?

No, withdrawals while you are employed are not permitted.

Benefits

When may I retire under the Plan?

Your normal retirement date is your 65th birthday.

NOTE: If you were a participant hired prior to January 1, 2022, your early retirement date is your 55th birthday and completion of 6 years of service.

When will I begin to receive benefits from the Plan?

If you terminate service, you have the option to receive the total vested value of your account at any time. Based on the minimum distribution requirements, the Plan is required by law to distribute your benefits no later than April 1st of the calendar year following the year in which you reach age 70 ½.

However, if you are still working for your Employer at the time you reach age 70 ½ (and you are not a 5% owner of your Employer), you may:

- delay payment of your benefits until April 1st of the calendar year following the year you retire; or
- provided you did not elect an annuity, delay the rest of your benefit payments until April 1st of the calendar year following the year you retire, if you had already begun to receive payment of your benefits.

If I terminate employment with my Employer for any reason, do I need to take my money immediately?

It depends.

Generally, if your vested account balance is over $5,000, you may leave your money in the Plan, unless otherwise required by the Plan's minimum distribution requirements.

A special rule applies (known as a "mandatory distribution") if your vested account balance is over $1,000 but not more than $5,000, and you have not attained the later of age 62 or the normal retirement age under the Plan. In such case, if you do not make a timely distribution or direct rollover election, your entire vested account balance, including any prior rollover contributions, will automatically be rolled over to a traditional IRA. (In computing your vested account balance for purposes of any automatic rollover to an IRA, any loan default amount is not included.) Generally, if your vested account balance is $1,000 or less, and you do not make a timely distribution or direct rollover election, your vested account balance will be paid directly to you by check as a mandatory distribution (subject to required 20% federal withholding and any applicable state withholding).

For additional information, please see or call your Plan Administrator at the address and phone number listed in the section of the Summary Plan Description titled "**Important Information about the Plan.**"

How will my account be paid to me?

The automatic form of benefit under the Plan is an annuity. The type of annuity depends upon your marital status at the time you request benefit payments.

If you are married and your vested account balance is over $5,000, your account will be paid to you in a qualified joint and survivor annuity. This annuity pays you a monthly benefit for the remainder of your lifetime. If you die before your spouse, the annuity continues to be paid to your spouse (your survivor). The payments made to your spouse will be 50% of what was being paid to you. If your spouse dies before you do, payments will stop when you die.

If you are not married and your vested account balance is over $5,000, your account will be paid to you in an annuity. This annuity pays you a monthly benefit for the remainder of your lifetime. No payments will be made after your death.

May I elect a different payment option?

Yes, if your vested account balance is over $5,000, you may choose a different payment option by waiving the annuity payment within 180 days before the first payment is due to be made. If you are married, your spouse must also waive the annuity in the presence of a notary public or Plan representative. You may revoke this waiver at any time prior to the benefit starting date, but your spouse may not. Contact Transamerica Retirement Solutions, LLC at 800-755-5801 for the proper waiver and consent forms.

The other payment option(s) available is/are:

Life Annuity

This annuity provides a monthly payment to you for your lifetime. No payments will be made after your death.

Joint and Survivor Annuity

This annuity pays a monthly lifetime benefit to you and, upon your death, to your spouse. You may elect to have your spouse receive another amount (such as 75% of your payment). No payment will be made after your death if your spouse does not survive you.

Installment Payments

You may also elect to receive payments on a monthly, quarterly, semi-annual (twice a year) or annual basis. If you die before receiving all of the payments, the balance in your account will be paid to your beneficiary in one lump sum payment. Your beneficiary may elect another form of benefit.

Lump Sum

You may also elect to have your account paid to you in one lump sum payment. If your vested account balance is $5,000 or less, it will automatically be paid to you in one lump sum payment.

What happens if I become disabled?

If you become disabled, your disability retirement date will be the first day of the month following the date that you become disabled.

As is the case with retirement, if you are married and your vested account balance is over $5,000, your account will be paid to you in the form of a qualified joint and survivor annuity. You may choose any other payment option listed above, but your spouse must consent in writing to the waiver in the presence of a notary public or Plan representative. Your Plan Administrator will provide you with the proper waiver and consent forms.

If you are not married and your vested account balance is over $5,000, your account will be paid to you in an annuity payable for the rest of your life. You may, however, choose any other payment option listed above.

Does the Plan provide for death benefits?

Yes. If you die before your benefits begin under the Plan, your account will be paid to your beneficiary. If you are married and your vested account balance is over $5,000, it will be paid to your spouse in an annuity for his/her lifetime. Your spouse may elect another form of benefit listed above (except a joint and survivor or contingent annuity).

Who will be the beneficiary of my death benefits?

If you are married, you may not designate a beneficiary other than your spouse without your spouse's written consent. A notary public or Plan representative must witness your spouse's signature on the consent form.

You have the right to designate your beneficiary or beneficiaries at any time. If you fail to designate a beneficiary, if your beneficiary designation is not valid or if your beneficiary fails to survive you, then your benefits will be paid in the following order to: (1) your spouse; and (2) your estate.

You can designate your beneficiary by visiting the participant website or by calling Transamerica at 800-755-5801 to make or change a beneficiary designation.

IMPORTANT NOTE: If you have designated your spouse as your beneficiary and you then get legally divorced, your designation of your spouse will be considered **not** valid unless you complete a new beneficiary form after the divorce redesignating your former spouse as beneficiary.

May a nonspouse beneficiary roll over a death benefit?

Yes, a nonspouse designated beneficiary of a deceased participant may request a direct rollover to an "inherited IRA". An inherited IRA means that the title of the IRA account must identify it as an IRA with respect to a deceased individual and also identify the deceased individual and the beneficiary. The rules for determining the required minimum distributions under the Plan with respect to a nonspouse beneficiary also apply under the inherited IRA.

Taxes on Distributions

What are the tax effects of taking my money?

If you withdraw money from the Plan and you do not directly roll it over into another qualified plan, governmental 457(b) plan, 403(b) account or eligible IRA, you generally will have to pay income taxes on the money. The amount you withdraw is generally subject to a mandatory 20% federal income tax. In addition, if you are under age 59½ when you make the withdrawal, an additional 10% IRS penalty tax may apply (unless you are a military reservist called into active duty and you receive a qualified reservist distribution).

Is there a way to reduce or defer the taxes due on my distribution?

Yes, there are ways to either reduce or defer the income taxes due on your distribution. For example:

(1) If you receive a taxable distribution from the Plan, you generally have 60 days from the date of the distribution to roll over all or a portion of that amount to an eligible IRA, another employer's qualified plan, a governmental 457(b) plan or to a 403(b) account. If you roll over your account in any of these ways, you generally will not pay taxes on the money. You will however, have to pay taxes when you begin to withdraw money from a traditional IRA or new employer's plan.

Under certain circumstances, all or a portion of your distribution may not qualify as a rollover contribution to a traditional IRA or another employer’s qualified plan, governmental 457(b) plan or 403(b) account. In addition, most distributions will be subject to a mandatory 20% federal income tax. This tax will reduce the actual amount you receive in your distribution. For this reason, if you wish to roll over all or a portion of your distribution, you may want to take advantage of the direct rollover option described in (2) below.

(2) If you roll over your distribution directly to an eligible IRA or another employer's qualified plan, governmental 457(b) plan or 403(b) account, no taxes will be taken out. Taxes will be payable, however, when you begin to receive payments.

Like the rollover (described in (1) above), all or a portion of your distribution may not qualify for a direct rollover to an eligible IRA, other qualified plan, governmental 457(b) plan, or

403(b) account. If you request a direct rollover, you and your spouse must consent in writing to waive the annuity payments described in the previous sections.

(3) If you qualify, you may also elect favorable income tax treatment, such as "10-year forward averaging" or "capital gains" method of taxation.

You will receive additional information regarding the special tax rules, rollover distributions and direct rollovers when you request a distribution.

General Benefit Claim Procedures

How do I apply for benefits?

You ("you" includes your beneficiary throughout this section) may apply for benefits by submitting a request as previously described. Your request for benefits must be made at least 30 days before you want to receive your distribution. Your application for benefits is also known as your "claim for benefits".

What if my claim is denied?

If your claim for benefits is wholly or partially denied, you will receive written notice of this decision no later than 90 days after the date you submitted your claim. This written notice will explain:

- why your claim was denied;
- the Plan provisions which led to your claim being denied;
- the additional information, if any, needed to process your request for benefits; and
- the Plan's review procedures and applicable time limits, including a statement of your right to bring a civil action in accordance with Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

How may I appeal a claim denial?

If your claim for benefits is denied, you may appeal the decision. However, you must do so within 60 days of receiving the denial notice from your Plan Administrator. You and your representative (such as your attorney) are entitled to review any of the appropriate documents involved in the denial of your claim. All comments must be submitted in writing.

A final decision on your appeal will be made in writing no later than 60 days after receipt of the appeal. The Plan Administrator may request an extension of time to review your appeal, if there are special circumstances (e.g., a need to hold a hearing concerning the appeal). Such an extension will not be longer than 120 days counting from the date your appeal was received.

Disability Benefit Claim Procedures

Notwithstanding anything in the Plan or Summary Plan Description to the contrary, the following procedures apply when processing disability benefit claims filed on or after April 1, 2018 and apply only if the Plan Administrator has discretion in determining if you satisfy the Plan's definition of disability.

How do I apply for disability benefits?

You may apply for disability benefits by submitting a request as previously described. Your application for disability benefits is also known as your "claim for disability benefits". Claims and appeals will be decided in a manner designed to ensure independence and impartiality of the persons involved in making the benefit determination.

When will I receive notice regarding the decision with respect to my claim for disability benefits?

Generally, your claim for disability benefits will be reviewed to determine if you are eligible for the benefit and you will be informed of the decision within 45 days following the receipt of your claim for disability benefits. If the Plan Administrator determines that an extension of time for processing your claim for benefits is necessary, the initial 45-day period may be extended for up to 30 days if necessary due to circumstances beyond the Plan Administrator's control, and then for an additional 30 days if necessary. You must receive any notice of such extension before the end of the initial 45-day period, and the notice must explain the special circumstances that require the extension and the date by which the Plan Administrator expects to make the decision. The notice must also explain the standards on which the entitlement to disability benefits is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You will then have at least 45 days to provide this information, and the time period within which the Plan Administrator must make the disability benefits determination will be counted from the date that the Plan Administrator provides you with notice of the need for additional material or information until the date that you respond to the Plan Administrator's request.

What if my disability claim is denied?

If your claim for disability benefits is wholly or partially denied, you will receive written notice of this decision no later than 45 days after the date you submitted your claim. This written notice will explain:

- why your claim was denied;
- the Plan provisions which led to your claim being denied;
- the additional information if any, needed to process your request for benefits; and

- the Plan's review procedures and applicable time limits, including a statement of your right to bring a civil action in accordance with Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

In the case of an adverse benefit decision –

(i) An explanation of the decision, including an explanation of the basis for disagreeing with or not following:

(A) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
(B) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
(C) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and

(iii) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist.

The notice must be provided in a culturally and linguistically appropriate manner.

How may I appeal a disability claim denial?

Generally, you will have 180 days after receiving this notice to file an appeal of the claim denial with the Plan Administrator. This request must be in writing.

After the Plan Administrator receives your appeal, you will be provided with an opportunity to submit written comments, documents, records and other information relating to your claim. You may also have access to and free copies of all documents, records and other information relating to your claim. The person of your choice may represent you throughout the process. The Plan Administrator's review will take into account all comments and information that you submit, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan cannot deny disability benefits on appeal based on new or additional evidence that was not included when the disability benefit was denied at the claims stage, without giving you notice and a fair opportunity to respond. Your claim on appeal will be reviewed without deference to the initial adverse decision by an appropriate fiduciary of the Plan who is neither

the individual who made the initial decision regarding your claim nor a subordinate of such individual. In addition, if the initial adverse benefits determination was based in whole or in part on a medical judgment (including a determination with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the fiduciary reviewing your claim on appeal will consult with a healthcare professional with appropriate training and experience in the field of medicine involving the medical judgment. Finally, the fiduciary reviewing your claim on appeal must identify the medical or vocational experts who were used in making the initial decision regarding your benefits, and the fiduciary reviewing your claim on appeal may not rely on such experts or their subordinates in making a decision on appeal.

The Plan Administrator will generally respond to a request for a review within 45 days (or 90 days under special circumstances). The Plan Administrator or fiduciary reviewing your claim will then either reverse the earlier decision and pay your claim, or deny your appeal. If your claim is once again denied, the notice must include the following:

- specific reasons why the claim was denied;
- specific references to any Plan provisions on which the denial was based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to copies of all documents, records or other information relevant to your benefits claim;
- a statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about these voluntary appeal procedures; and
- a statement of your right to bring a civil action under section 502(a) of ERISA.

In the case of an adverse benefit decision –

(i) An explanation of the decision, including an explanation of the basis for disagreeing with or not following:

(A) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
(B) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
(C) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of change upon request; and

(iii) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist.

Legal Rights

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

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including any insurance contracts and collective bargaining agreements, if applicable, 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 any insurance contracts and collective bargaining agreements, if applicable, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may charge a reasonable amount 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.

- Obtain a statement telling you whether you have a right to retirement benefits from your Plan at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to retirement benefits, the statement will tell you how many more years you have to work to get a right to your retirement benefits. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a retirement benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights.

- For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the 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 that 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 a 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 the court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if the court finds your claim is frivolous).

Assistance With Your Questions

If you have any questions about your Plan, you should contact your 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, 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.

Additional Information

Who handles the administration of the Plan?

The Plan is administered by your Employer. As Plan Administrator, your Employer is generally responsible for Plan operations and has sole discretion to interpret Plan provisions. Note that Transamerica has agreed to assume certain fiduciary responsibilities of the Plan Administrator in accordance with certain agreed upon administrative procedures between Transamerica and your Employer.

Transamerica performs some, but not all, of the recordkeeping services for your Plan. Transamerica performs these functions at the direction of the Plan Administrator in accordance with the provisions of the Plan and the Plan funding documents. Transamerica:

- receives the Plan contributions;

- credits your account for those contributions; and

- pays benefits to you and/or your beneficiaries.

Who pays the costs of administering the Plan?

The costs of administering your Plan may be shared between you and your Employer. In addition, some of the costs of administering your Plan may be paid from Plan assets. Note that any Plan administrative fees that are actually deducted from your contributions or your account will be disclosed on your quarterly Plan benefit statement. Any Plan administrative fees are in addition to any expenses of the underlying investment options available under the Plan.

In addition, a plan service credit may be added to your account. If applicable, this will lower the effective annual expense ratios of the investment fund(s) for which a plan service credit applies. Any plan service credit will be disclosed on your quarterly Plan benefit statement.

Can my Employer amend and/or terminate the Plan?

Your Employer may choose to amend and/or terminate the Plan at any time. If your Employer terminates the Plan (or a partial plan termination occurs), you will automatically become 100% vested in your account. This means that you would have full ownership of the money in your account. If your Employer decides to amend the Plan, your vested benefit in the account cannot be reduced.

Upon full termination of the Plan, the Employer will direct the distribution of the assets to participants in a manner that is consistent with the provisions of the Plan. Distributions will be made in cash and if permitted by the Plan. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

Is this Plan insured?

No, this Plan is not insured. The assets of the Plan are held entirely separate from the assets of your Employer. All assets of the Plan are dedicated to the exclusive benefit of the Plan's participants. ERISA established a special federal agency, the Pension Benefit Guaranty Corporation (PBGC), to protect employees' benefits in certain pension plans when there is not enough money to cover benefits if a plan should terminate. By definition, benefits under this Plan are always equal to the value of the investments in the Plan. Thus, there is no need for insurance, nor is coverage available, for plans of this type.

SPD APPROVAL FORM

Account # TA080649

In order to comply with the Employee Retirement Income Security Act of 1974 (ERISA), a Summary Plan Description ("SPD") must be furnished to each participant and beneficiary receiving benefits within 90 days after becoming a participant or first receiving benefits, or within 120 days after the plan is established (i.e., the plan's effective date), whichever is later. In addition, when a plan is changed or amended, generally an updated SPD or summary of the change must be furnished to each participant within 210 days after the close of the plan year in which the plan amendment and/or restatement was adopted.

As part of Transamerica's plan document services, we have prepared a draft SPD to help you comply with the requirements of ERISA. The attached SPD is based on your Plan's provisions and includes all updates required by law. The SPD draft has been prepared as a guide for your attorney's review. After you have approved the SPD, you may request that Transamerica print SPD booklets for distribution to participants (see below).

To ensure that all participants and beneficiaries have the most recent copy of the SPD that includes all changes, and to avoid having to provide new participants with multiple SPDs and/or a SPD with multiple inserts, we are recommending that you approve the SPD by **February 1, 2022** so that it may then be distributed to all interested parties. This will allow you time to review the SPD and still be able to provide the SPD to participants within a reasonable timeframe. If we do not receive your approval for the SPD by this date, we will assume that you have approved the SPD in its current form and that you have distributed the SPD to participants.

Note that Transamerica is able to accommodate minor changes to the attached SPD. However, if you or your legal counsel want to make significant changes to the text or format, you must elect Transamerica's SPD Customization Program and we will provide the SPD to you electronically. You may then customize the SPD. If you choose this option, please note that you are then responsible for maintaining the SPD on an ongoing basis, including any future Summary of Material Modifications and any updates required by law. You will also be responsible for printing the SPD; however, if the format of the SPD has not been altered, Transamerica may be able to print the SPD if you so desire. However, we will need to review the SPD once it is finalized to determine if we are able to print the SPD booklet.

If you elect to utilize the attached SPD or you have elected the SPD Customization Program and Transamerica has determined that we are able to print your customized SPD, Transamerica will print SPD booklets in an amount equal to 110% of the number of eligible employees in the Plan. The initial supply of SPD booklets will be printed at no cost to you.

In order to confirm how you want to proceed, please select one of the options below:

☐ I have reviewed the attached SPD and elect to have Transamerica print and maintain the SPD for my Plan. Accordingly, please print a supply of _____ SPD booklets.

_____

Signature of Plan Administrator **Date**

Please indicate address where SPD booklets should be delivered:

_____

_____

_____

Attn: _____

☐ I have reviewed the attached SPD and elect to have Transamerica print and maintain the SPD for my Plan. In addition, I authorize Transamerica to deliver the SPD booklets directly to eligible employees using the following delivery method:

☐ Electronically
☐ By mail

_____

Signature of Plan Administrator Date

☐ I have reviewed the attached SPD and elect to have Transamerica print and maintain the SPD for my Plan. However, I am requesting minor modifications to the SPD. Please review the attached draft and advise if Transamerica is able to accommodate the requested changes.

_____

Signature of Plan Administrator Date

☐ I have reviewed the attached SPD and want to make major modifications to the draft. I understand that Transamerica will send me the SPD electronically and will not maintain the SPD, and that I will be responsible for any future updates to the SPD. Once finalized, I will send Transamerica a copy of the SPD for their files.

_____

Signature of Plan Administrator Date