

**SUMMARY PLAN DESCRIPTION**  
**CSLB HOLDINGS INC. 401(K) PLAN**  
**EMPLOYEES OF CSL PLASMA, INC.**

# CSLB Holdings Inc. 401(k) Plan

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## SUMMARY PLAN DESCRIPTION

### CSLB HOLDINGS INC. 401(K) PLAN

The CSLB Holdings Inc. 401(k) Plan (the “Plan”) was established by CSLB Holdings Inc. (the “Plan Sponsor”) for the benefit of eligible employees of affiliated companies that have adopted the Plan. The Plan is a successor to the CSL US, Inc. 401(k) Plan, and certain account balances were transferred from that plan to the Plan when the Plan was established. This Plan is intended to be a qualified retirement plan under the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”).

The ZLB Bio-Services, Inc. Employee Savings Plan was merged with and into the Plan on January 1, 2006, and prior plan subaccounts were established under the Plan for former participants in that plan who became participants in the Plan.

The purpose of the Plan is to enable eligible employees to save for retirement. You will be eligible to receive a distribution of your benefits in the event of your retirement, death, or other termination of employment. You may also be eligible to receive a withdrawal from your account in the Plan before your termination from employment under certain circumstances. 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 of your rights and benefits under the Plan. If you have difficulty understanding any part of this SPD, you should contact the Benefits Department at (610) 878-4000 during normal business hours for assistance.

This SPD is a brief description of the principal features of the Plan document and its corresponding trust agreement (the “Trust Agreement”) in effect as of August 1, 2022, and is not meant to interpret, extend or change these provisions in any way. The precise rules of the Plan are set forth in the Plan document and the Trust Agreement. If you wish to see a copy of the official Plan documents, you may do so by contacting the Benefits Department. The Plan document and the Trust Agreement shall govern if there is a discrepancy between this SPD and the actual provisions of the Plan or the Trust Agreement.

The SPD does not address many federal and state tax implications associated with your participation in the Plan. Please consult with your professional tax advisor if you have any questions regarding federal or state tax law governing your participation in the Plan.

The Plan Sponsor reserves the right to amend or terminate the Plan at any time as described in Section IX of the SPD.

**THIS SPD HAS BEEN SPECIFICALLY PREPARED FOR EMPLOYEES OF CSL PLASMA, INC. WHO ARE ELIGIBLE TO PARTICIPATE IN THE PLAN. SEPARATE SPDs HAVE BEEN PREPARED FOR OTHER EMPLOYEES OF PARTICIPATING COMPANIES.**

This SPD describes the eligibility requirements, the vesting requirements, and benefit formulas of the Plan in effect on August 1, 2022. If you terminated employment from your employer before August 1, 2022, see the SPD in effect when you terminated employment for a description

of the eligibility requirements, the vesting requirements, and benefit formulas in effect when you terminated employment, and this SPD for current information about the Plan. If you were a former employee on January 1, 2007, the SPD in effect when you terminated employment may have been the SPD for the CSL US, Inc. 401(k) Plan, or the SPD for the ZLB Bio-Services, Inc. Employee Savings Plan. Please contact the Benefits Department if you need more information.

## **I. Basic Plan Information**

The information in this section contains definitions to some of the terms that may be used in this SPD.

### **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. Your Account consists of subaccounts holding various types of contribution made to the Plan on your behalf.

### **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, address and business telephone number of your Employer are:

CSL Plasma, Inc.  
900 Broken Sound Parkway, Suite 400  
Boca Raton, FL 33487  
(561) 981-3700

CSL Behring L.L.C. and Seqirus, Inc. are also participating employers in the Plan as of the date this SPD was issued. If you are a participant or beneficiary in the Plan, you may obtain the current list of the Employers upon written request to the Plan Administrator. If you are a participant or beneficiary in the Plan, you may also request information as to whether a particular company contributes to the Plan and, if the company does contribute to the Plan, the company's address.

### **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. Hour of Service**

You are credited with an Hour of Service for each hour that you are either directly or indirectly entitled to be compensated by the Employer or an affiliated company for the performance of duties.

**G. Investment Committee**

The Plan Sponsor has appointed an Investment Committee responsible for selecting and monitoring the investment funds available under the Plan. The address and telephone number of the Investment Committee are:

Investment Committee  
CSLB Holdings Inc.  
1020 First Avenue  
King of Prussia, PA 19406  
(610) 878-4000

**H. 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.

**I. Plan**

The CSLB Holdings Inc. 401(k) Plan.

**J. Plan Type**

The Plan 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. The Plan is also a 401(k) deferral 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 Plan Sponsor is the Plan Administrator, and has delegated its responsibilities as Plan Administrator to the Head of Global Benefits of CSL Behring L.L.C. The address and business telephone number of the Plan Sponsor and the Head of Global Benefits of CSL Behring L.L.C. as set forth below:

CSLB Holdings Inc.  
1020 First Avenue  
King of Prussia, PA 19406  
(610) 878-4000

Head of Global Benefits  
CSL Behring L.L.C.  
1020 First Avenue  
King of Prussia, PA 19406  
(610) 878-4000



The Plan Administrator has full discretionary authority to interpret and construe the provisions of the Plan, make factual determinations, establish rules for administration of the Plan, make benefit eligibility determinations, maintain records, contract for outside services for the Plan, make final decisions on appeals made by participants under the Plan, and make any corrections to the Plan under any correction program established by the Internal Revenue Service or the Department of Labor. Any such corrections, interpretations, and determinations made by the Plan Administrator will be final, binding and conclusive on all parties. The Plan Administrator is required by law to administer the Plan exclusively for the benefit of participants and their beneficiaries. The Plan Administrator may delegate any of its duties to any other person, committee, recordkeeper or other entity designated by the Plan Administrator.

**L. Plan Number**

The three digit IRS number for the Plan is 001.

**M. Plan Sponsor**

CSLB Holdings Inc. is the sponsor of the Plan. The Employer Identification Number assigned by the Internal Revenue Service to the Plan Sponsor is 80-0120293.

**N. Plan Year**

The Plan Year is the twelve-month period ending on the last day of December.

**O. Service of Process**

The Plan's agent for service of legal process is the Plan Administrator. Legal process can also be served on the Trustee.

**P. Severance from Service Date**

Your Severance from Service Date is the earlier of (1) the date that you retire or terminate employment from the Employer and affiliated companies, (2) the date that you die, or (3) the first anniversary of the first day of a period in which you remain absent from service (with or without pay) with the Employer and all affiliated companies for any reason other than retirement, termination or death.

**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

## II. Participation

### A. Eligibility Requirements

You are eligible to participate in the Plan if you are an Employee and you are not:

- a resident of Puerto Rico
- a leased Employee
- a nonresident alien with no income from a U.S. source
- an employee who is covered by, or maintains a right to benefits under, a retirement benefit program or scheme under the laws of a country other than the U.S.
- an intern. However, if you are an intern, you will become eligible to participate in the Plan when you reach age 21 and have completed at least 1,000 hours of service during an eligibility computation period. An eligibility computation period is the 12-consecutive month period beginning on your date of hire and each anniversary thereof.

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 be eligible to make pretax and Roth after-tax contributions to the Plan as soon as administratively practicable after commencing employment (unless you are an excluded employee or an intern subject to the eligibility requirements described above). You will be eligible to receive Employer matching contributions on your pretax and Roth after-tax contributions as described in Section III.C below after completing 12 months of service. To begin participating, call the Fidelity Retirement Benefits Line at 1-800-835-5097 or access the NetBenefits® web site at [www.401k.com](http://www.401k.com). Your contributions to the Plan will start on the first day of the next available payroll period. If you require further assistance with enrollment, please contact your Plan Administrator. You will receive credit for purposes of eligibility for the time that you worked for certain affiliates and predecessors of your Employer.

You will generally be credited with months of service beginning on the date you first complete an Hour of Service with the Employer or certain affiliated companies and ending on your Severance from Service Date. If you retire or terminate employment, for purposes of determining whether you have accrued months of service, you will be credited with the period commencing on the date of your Severance from Service Date

and ending on the first date on which you perform an Hour of Service, so long as the date on which you again perform an Hour of Service is within 12 consecutive months of the date on which you last performed an Hour of Service.

If you are absent from work for a reason other than because of your retirement or termination, you are credited with months of service during the period commencing on the first date of such absence and ending on the first date on which you again perform an Hour of Service so long as the date on which you again perform an Hour of Service is within 12 consecutive months of the date on which your absence began.

If you are called to qualified military duty and return to employment while your reemployment rights are protected by federal law, your period of absence in the military will count as active service with the Employer or an affiliated company for purposes of calculating your months of service.

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 may again be eligible to participate in the Plan after you complete one Hour of Service, subject to the following limitations. If you terminate employment with CSL Plasma, Inc. or any affiliate on or after July 1, 2008 and you are subsequently rehired by CSL Plasma or another participating employer in the Plan, you must satisfy the Plan's eligibility requirements to participate and receive matching contributions in the Plan beginning on your rehire date if your break in service lasts at least five years and lasts longer than your prior period of service, unless you have or previously had a vested account balance under the Plan.

### **III. Contributions**

After you satisfy the participation requirements in Section II of this SPD, you will be eligible to make pretax and Roth after-tax contributions. In addition, your Employer may make matching contributions to your Account. The type(s) of contributions available under the Plan are described in this section.

#### **A. Compensation**

Eligible compensation for computing your pretax and Roth after-tax contributions to the Plan is the taxable compensation for a Plan year reportable by your Employer on your IRS Form W-2, excluding car allowances, expatriate allowances/adjustments, commissions, contributions to any qualified pension or other fringe benefit program (other than the Plan), severance pay, reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, welfare benefits and amounts identified by the Employer as payment toward business expenses incurred by the Participant without direct reimbursement. Your eligible compensation includes your pretax and Roth after-tax contributions to the Plan, plus any pretax salary reduction amounts to pay for health insurance premiums or contributed to a health or dependent care flexible spending account or to a qualified transportation fringe benefit plan that would otherwise reduce your eligible compensation.

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.

#### **B. Employee Pretax and Roth After-Tax Contributions**

You may elect to contribute a percentage of your eligible compensation into the Plan after you satisfy the Plan's eligibility requirements by calling the Fidelity Retirement Benefits Line at 1-800-835-5097 or accessing the NetBenefits<sup>®</sup> web site at [www.401k.com](http://www.401k.com). The percentage of your eligible compensation you elect will be withheld from each payroll and contributed to an Account in the Plan on your behalf. Your contributions can be made on a pretax basis or a Roth after-tax basis. There are major differences regarding the way these contributions are taxed both when they are deposited and when they are withdrawn. These differences are described in Part F of Section VIII of this SPD. You should be sure to understand these differences when deciding what types of contributions to make. You may contribute up to 100% of your compensation to the Plan, subject to other deductions such as health care premiums and taxes. You may increase or decrease the amount you contribute to the Plan, or suspend or resume your contributions to the Plan, by calling the Fidelity Retirement Benefits Line or accessing the NetBenefits<sup>®</sup> web site. Any election that you make will be effective as of the first day of the next available payroll period. Pretax and Roth after-tax contributions will be deducted from your final paycheck if your final pay is received within two and one-half months after your termination of employment from your Employer.

Your salary deferral election of up to 100% of your compensation will apply to both regular contributions and catch-up contributions as described below.

## **1. Regular Pretax and Roth After-Tax Contributions**

You may make regular pretax and Roth after-tax contributions to the Plan of up to the maximum amount allowed by law. See Section E below for a description of the legal limits on your regular pretax and Roth after-tax contributions.

## **2. Bonus Contributions**

You may make Employee pretax and Roth after-tax contributions on any Employer-paid bonus. You may defer a whole percentage from 1% to 100% of any bonus designated by your Employer into the Plan by completing a special election form. The total amount of your bonus and other Employee contributions for the Plan Year may not exceed 100% of your eligible compensation or other applicable Internal Revenue Code limits. If you fail to make an election with regard to bonus compensation, then your Employer will make no Employee contributions into the Plan from your bonus compensation.

## **3. Age 50 and Over Catch-Up Contributions**

If you are projected to be age 50 or older by the end of the calendar year and you make the maximum regular pretax and Roth after-tax contributions to the Plan allowed by law for any Plan Year, you may also make a pretax and Roth after-tax catch-up contribution of up to \$6,500 for 2022 over the limit on your regular contributions. Note that there is no separate election for catch-up contributions. The Plan will automatically increase your contribution limit to \$27,000 (the regular \$20,500 statutory limit plus the \$6,500 catch-up contribution limit) if you will be age 50 or older by the end of the year. Please keep this in mind when electing your contribution percentage.

The 2022 limit of \$6,500 on your catch-up contributions will be adjusted by the Internal Revenue Service for cost-of-living in future years. Catch-up contributions do not count against the statutory limits that apply to your regular pretax and Roth after-tax contributions (\$20,500 for 2022) or to the overall contributions made to your Plan account (the lesser of 100% of your annual compensation or \$61,000 for 2022).

## **C. Employer Matching Contributions**

Your Employer will make matching contributions to the Plan on your behalf after you have completed at least 12 months of service. Your Employer will match 100% of the first five percent (5%) of your eligible compensation contributed to the Plan in a pay period. For example, if you contribute six percent of your compensation to the Plan each pay period, the employer will provide a matching contribution equal to five percent of your compensation earned in each pay period. Regular pretax and Roth after-tax contributions will be matched on a combined basis, subject to the compensation limit described below. Catch-up contributions are not eligible for Employer matching contributions (due to the design of the matching contribution formula and the limit on compensation described below). Matching contributions are contributed on a payroll

basis, but the total amount allocated to your matching contribution account for a calendar year is based on the total contributions that you make for the calendar year. Please note that your eligible compensation for purposes of calculating matching contributions includes only compensation paid to you after the date you become eligible to participate in the Plan, as described in Section II of this SPD.

Tax laws limit the amount of compensation that may be taken into account each Plan Year (calendar year) for purposes of calculating matching contributions. The maximum amount of compensation that can be taken into account in 2022 is \$305,000. This amount will be subject to cost-of-living adjustments in future years.

For example, assume the following:

- Your Eligible Annual Compensation is \$60,000
- You elect to contribute 8 percent of your compensation as a pretax and/or Roth after-tax contribution

This example assumes that for 2022 you elect to contribute the same percentage of compensation throughout the year, your compensation remains the same and that you did not receive any bonus or overtime compensation.

- Your contributions for the year will be \$4,800 (8% of \$60,000)
- You will receive the full Employer matching contribution of \$3,000 (5 percent of \$60,000)

For another example, assume the following:

- You are age 50 or older
- Your Eligible Annual Compensation is \$350,000
- You elect to contribute 10 percent of your compensation as a pre-tax and/or Roth after-tax

This example assumes that for 2022 you elect to contribute the same percentage of compensation throughout the year, your compensation remains the same and that you did not receive any bonus or overtime compensation.

- Your contributions for the year will be \$27,000 (limited to the \$20,500 annual statutory limit plus the \$6,500 catch-up limit discussed above, rather than \$35,000 (10 percent of \$350,000))
- Your Employer matching contributions will be limited to \$15,250 (5 percent of the \$305,000 annual compensation limit for 2022, rather than \$17,500 (5 percent of \$350,000)).

**Please note:** these are examples for demonstration purposes only. Your actual contributions and matching contribution may be different, depending on your individual elections and compensation and any changes made to those elections and your compensation during the calendar year.

Your Employer, in its discretion, may make additional matching contributions to the Plan for any Plan Year.

#### **D. Discretionary Profit Sharing Contributions**

Discretionary profit sharing contributions may have been transferred to the Plan from the CSL US, Inc. 401(k) Plan on your behalf and allocated to a prior profit sharing account if you formerly participated in that plan. The Plan does not currently provide for discretionary profit sharing contributions.

#### **E. Limits on Contributions**

Under federal law, your total combined pretax and Roth after-tax contributions made to the Plan or any other 401(k) plan for any calendar year is limited. The limit in effect for 2022 is \$20,500 (not including any catch-up contributions). This limitation is an aggregate limit that applies to all contributions you make to this Plan and to any other tax-qualified deferred compensation plan of your Employer or any other company, including tax sheltered annuity contracts, simplified pension plans or other 401(k) plans (other than catch-up contributions to this Plan or to any other plan that do not exceed the applicable dollar limit on catch-up contributions).

If you made contributions to any other plan and your total contributions under all plans exceed the annual contribution limitation (excluding catch-up contributions made to this Plan or to any other plan that do not exceed the applicable dollar limit), the amount in excess of that limitation may be subject to federal income tax twice – once when contributed and once when distributed. To avoid this double tax, you must inform the Plan Administrator (or the plan administrator of the other plan) by March 15 following the year in which the excess deferrals were made of the amount of the excess that needs to be distributed to you by April 15 following the year the excess deferrals were made.

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

- \$61,000 (or such amount as may be prescribed by the Secretary of the Treasury for years after 2022); or
- 100% of your annual compensation.

The limitation year for purposes of applying the above limits is the twelve month period ending December 31. Contributions under this Plan 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.

If you are a highly compensated employee, your pretax and Roth after-tax contributions and Employer matching contributions may be limited to comply with nondiscrimination testing in your first year of employment under certain circumstances. Also, contributions will only be made to the Plan on your behalf to the extent that they are tax deductible for the Employer.

#### **F. Rollover Contributions**

You are generally able to roll over into the Plan all or part of a single sum cash distribution (and certain installment payments) that you receive from a traditional or Roth individual retirement arrangement (“IRA”) or another employer’s retirement plan. A traditional or Roth IRA can be an individual retirement account or an individual retirement annuity. The Plan will generally accept a rollover of a taxable distribution, or a direct rollover of a distribution that consists of any after-tax amounts, including designated Roth contributions. Any after-tax and Roth amounts rolled over to the Plan will be accounted for separately. If your rollover contribution to the Plan is not a direct rollover (i.e., you received a cash distribution from your eligible retirement plan), then it must be received by the Trustee within 60 days of your receipt of the distribution. Rollover contributions may only be made in the form of cash or allowable mutual fund shares. You may make a rollover contribution to the Plan before becoming a Participant. However, you will not become a Participant in the Plan and become entitled to make pretax and Roth after-tax contributions and share in Employer contributions until you have met the Plan’s eligibility and entry date requirements. Your rollover contributions will be subject to the terms of this Plan and will always be fully vested and nonforfeitable.

#### **G. Military Service**

If you are absent due to military service and you return to employment with your Employer within the time required by law, you may be able to make up the missed pretax and Roth after-tax contributions that you could have made during your period of absence. Please contact the Plan Administrator if you think this may apply to you.



## IV. Investments

### A. Investments

The Plan features a wide range of investment options with different investment objectives, risk, and potential for gains or losses. The availability of these funds allows you to create an investment program appropriate for you. The Investment Committee may change the investment funds available under the Plan at any time. You will be notified of any change in investment funds.

You may invest your contributions to the Plan, together with the contributions made by the Employer on your behalf, in any or all of the available investment funds that are identified in the enrollment materials you receive when you are eligible to participate in the Plan. Detailed information about each of the funds is contained in a set of prospectuses or, if available, a summary prospectus. In addition, you can find copies of these prospectuses by accessing the NetBenefits® web site at [www.401k.com](http://www.401k.com). Before investing in any of the funds, you are urged to read the related prospectus carefully.

The Plan is intended to be a plan covered by section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), under which the Investment Committee and other fiduciaries of the Plan may be relieved of liability for losses which result from a participant’s investment instructions. You are responsible for investment decisions relating to the investment of assets in your Account under the Plan and the Plan fiduciaries are not responsible for any losses resulting from your investment instructions. In addition, you have the right to direct the trustee regarding mutual fund proxy voting based on the number of shares you own.

The Investment Committee is responsible for providing certain additional information about the investment options and Fidelity has been designated by the Investment Committee to act on its behalf in providing you with this information. If you want additional information about any investment option, you may request any of the following information by contacting Fidelity at 1-800-835-5097 or by accessing the NetBenefits® web site at [www.401k.com](http://www.401k.com):

- A description of the annual operating expenses of each investment fund (e.g., investment management fees, administrative fees, transaction costs) which reduce the rate of return to you, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative;
- Prospectuses, financial statements and reports, plus any other material provided to the Plan which relates to the available investment alternatives;
- A list of the assets comprising the portfolio of each investment fund that constitute plan assets, the value of each such asset (or the proportion of the investment fund which it comprises), and with respect to each such asset which is a fixed rate investment contract issued by a bank, savings and loan association or

insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;

- Information concerning the value of shares or units of the investment funds available to you under the Plan, as well as the past investment performance of such funds, determined net of expenses, on a reasonable and consistent basis; and-
- Information concerning the value of shares or units in the investment funds held in your Plan account.

You may also obtain the above information by writing to Fidelity Management Trust Company, 82 Devonshire Street, Boston, MA 02109.

The Plan also includes Qualified Default Investment Alternatives, which are investment options to which your contribution is directed if you have not supplied investment instructions to Fidelity. If a contribution is received for your Account and you have not supplied investment instructions to the Trustee, this contribution will be invested in one of the following Vanguard Target Retirement Funds, based on the assumption that you will retire at age 65, and based on your date of birth as indicated below.

<b>Date of Birth</b>	<b>Vanguard Target Retirement Funds</b>
Before 1953	Vanguard Target Retirement Income Trust II
1/1/1953 – 12/31/1957	Vanguard Target Retirement 2020 Trust II
1/1/1958 – 12/31/1962	Vanguard Target Retirement 2025 Trust II
1/1/1963 – 12/31/1967	Vanguard Target Retirement 2030 Trust II
1/1/1968 – 12/31/1972	Vanguard Target Retirement 2035 Trust II
1/1/1973 – 12/31/1977	Vanguard Target Retirement 2040 Trust II
1/1/1978 – 12/31/1982	Vanguard Target Retirement 2045 Trust II
1/1/1983– 12/31/1987	Vanguard Target Retirement 2050 Trust II
1/1/1988 – 12/31/1992	Vanguard Target Retirement 2055 Trust II
1/1/1993 – 12/31/1997	Vanguard Target Retirement 2060 Trust II
1/1/98 and later	Vanguard Target Retirement 2065 Trust II

Additional Vanguard Target Retirement Funds may be made available in the future and you will be notified accordingly. The table above may subsequently be adjusted for date of birth ranges and upon the assumption that the Participant will retire at age 65, as directed by the Investment Committee. You will receive notification of changes in the future, if applicable.

To obtain information about other plan investment options, please log on to Fidelity NetBenefits® at [www.401k.com](http://www.401k.com) or call Fidelity Investments toll free at 1-800-835-5097, Monday through Friday (excluding New York Stock Exchange holidays), between 8:30 AM and 8:00 PM in your time zone to speak with a Customer Service Associate. You may also make changes to your investment elections for future contributions and/or

exchange all or a portion of your existing balance into other options available under the plan via NetBenefits® or by phone. We encourage you to review your investment mix and deferral percentage and update as appropriate.

## **B. Fidelity® Personalized Planning & Advice *at Work***

Fidelity® Personalized Planning & Advice (the Service) is a managed account service that invests your Plan Account in one of several model portfolios created from a mix of your Plan's eligible investment options. Fidelity® Personalized Planning & Advice at Work is a service of Fidelity Personal and Workplace Advisors LLC and Strategic Advisers LLC. Both are registered investment advisers and are Fidelity Investments companies. For more information, refer to the Fidelity® Personalized Planning & Advice at Work Terms and Conditions. The investment options selected are spread among broadly diversified investment types designed to help enhance growth and manage risk. When you enroll in the Service, you are assigned to a model portfolio based on either your investment time horizon, or on your financial situation, risk tolerance, and investment time horizon, depending upon what you choose during enrollment. Once enrolled, your current Plan Account balance will be reallocated to align with the investment allocation of your assigned model portfolio; future contributions will also be invested according to this model portfolio.

While enrolled in the Service, you are delegating the ongoing management of your Account to the Service. You will not be able to make any exchanges among investment options or otherwise direct or restrict the management of your Account. The Service will allocate and, when appropriate, reallocate the assets in your Account to ensure that it stays in balance with the model portfolio's current mix of investments. Whenever your Account is reallocated or rebalanced to fit your model portfolio, you will receive a confirmation detailing the transactions. You will also receive prospectuses for any investment option you did not previously own. In return for ongoing management, your Account will incur an advisory fee for the Service as described in the Pricing Supplement.

For more information regarding the Service, or to enroll, log onto NetBenefits® at <https://netbenefits.fidelity.com> or call a Fidelity Representative at 866-811-6041.

## **C. Statement of Account and Confirmation Statements**

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. A statement showing the value of your Account will be automatically mailed to you every three months. Your account statement is also available online through NetBenefits®, you can view and print a statement for any time period up to 24 previous months. You can suppress the hard copy mailings from being sent to your home by logging on to NetBenefits® and selecting Mail Preferences under the Accounts tab.

Exchanges received and confirmed before the close of the market (usually 4:00 PM (ET)) will be posted on that business day based upon the closing price of the affected investment(s). Exchanges received and confirmed after the market close will be processed on the next business day based upon the closing price of the affected investment(s) on that next business day. A confirmation of your change in the investment of your future contributions or your exchange of an existing fund will be sent to you within five business days or an online confirmation will be available. Fidelity reserves the right to change, restrict, or terminate exchange procedures to protect mutual fund shareholders.

## **V. Vesting**

The term “vesting” refers to your nonforfeitable right to the money in your Account. You are 100% vested in your Account and any earnings thereon.

## **VI. Participant Loans**

Loans shall be made available to all qualifying Participants on a reasonably equivalent basis. Please see Appendix A, Loan Procedures, for specific information regarding receiving and repaying loans from the Plan. Additional information may be obtained from the Plan Administrator.

## VII. In Service Withdrawals

If you qualify, as indicated below for each withdrawal, you may obtain a withdrawal from the Plan while you are still an Employee. You can apply for any of the below described distributions by calling the Fidelity Retirement Benefits Line at 1-800-835-5097 or by accessing the NetBenefits® web site at [www.401k.com](http://www.401k.com). All telephone calls will be recorded. The following types of withdrawals are available under the Plan:

### A. Hardship Withdrawals

You may request a hardship withdrawal from your Employee pretax or Roth after-tax contribution accounts. To be eligible for such a hardship withdrawal, it must be for any of the following immediate and heavy financial needs:

- medical expenses for you, your spouse, children or dependents or your non-spouse beneficiary;
- the purchase of your principal residence;
- to prevent your eviction from, or foreclosure on, your principal residence;
- to pay for post-secondary education expenses (tuition, related educational fees, room and board) for you, your spouse, children or dependents or your non-spouse beneficiary for up to the next twelve months;
- payments for burial or funeral expenses for your deceased parent, spouse, children or dependents or your non-spouse beneficiary;
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction for federal income tax purposes (determined without regard to the limitations for such deductions and whether the loss exceeds 10% of your adjusted gross income);
- expenses and losses that you incur from a disaster declared by the Federal Emergency Management Agency (FEMA), provided that your principal place of residence or employment is in the area declared a disaster by FEMA; or
- any other immediate and heavy financial need as determined based on Internal Revenue Service regulations.

A distribution will not be treated as necessary to satisfy an immediate and heavy financial need to the extent the distribution exceeds the amount required to relieve the financial need plus any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.

You must first obtain all other in-service withdrawals (such as a withdrawal of after-tax and rollover amounts) from this Plan and any other qualified plan maintained by your Employer prior to obtaining a hardship withdrawal. In addition, you must certify that you

have insufficient cash or other liquid assets to satisfy the need. The minimum hardship withdrawal is \$500. Hardship withdrawals will be subject to the 10% nonperiodic income tax withholding rate unless you elect out of the withholding or the withdrawal is not taxable, and may not be rolled over to a traditional IRA or another employer's retirement plan. Your hardship withdrawal may also be subject to a 10% early withdrawal penalty tax.

**B. Withdrawals After Age 59½**

If you have reached age 59½, then you may elect to withdraw all or any portion of your Account while you are still employed by your Employer.

**C. Withdrawals Before Age 59½**

If you have not yet reached age 59½, you may elect to withdraw all or any portion of your rollover contribution account at any time for any reason while you are still employed by your Employer. In addition, if you were a participant in the ZLB Bio-Services, Inc. Employee Savings Plan before that plan was merged into the Plan, you may withdraw all or any portion of your Account consisting of the following subaccounts, and any related earnings, at any time for any reason while you are still employed by your Employer:

- your after-tax contribution account, containing any after-tax contributions that were previously held in the ZLB Bio-Services, Inc. Employee Savings Plan before that plan was merged into the Plan on January 1, 2006;
- your PAYSOP account that was previously held in the ZLB Bio-Services, Inc. Employee Savings Plan before that plan was merged into the Plan on January 1, 2006;
- your RG ESOP 1989-1990 account that was previously held in the ZLB Bio-Services, Inc. Employee Savings Plan before that plan was merged into the Plan on January 1, 2006; or
- your non-safe harbor matching contribution account that holds the employer matching contributions made to the ZLB Bio-Services, Inc. Employee Savings plan for any year that plan was not a safe-harbor 401(k) plan.

The amount of any taxable withdrawal other than the return of your after-tax contributions that is not rolled over into a traditional IRA 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 a traditional IRA or another qualified employer retirement plan will be subject to 20% Federal Income Tax withholding. 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.



**D. Active Military Distributions**

If you are performing military service for a period of greater than 30 days, you may elect to withdraw your Employee pretax and Roth after-tax contributions and Employer matching contributions during your active duty period. You will be suspended from making any contributions for 6 months following the distribution and the withdrawal may be subject to the 10% early withdrawal tax.

## VIII. Distribution of Benefits

### A. Eligibility for Benefits

A distribution can be made to you if you request one due to your termination of employment from your Employer. For this purpose, you must also have terminated employment from certain affiliates of your Employer.

You may defer receipt of your distribution until a later date. However, you cannot postpone it if your Account balance is \$5,000 or less. If your Account balance is \$1,000 or less, the Plan Administrator will direct the Trustee to distribute it to you as a single sum cash distribution without your consent. If your Account balance is between \$1,000 and \$5,000, and, after receiving all required notices, you do not affirmatively elect to receive a distribution directly in cash or to have the distribution paid as a direct rollover to another employer's retirement plan or IRA of your choice, your Account balance will be automatically paid in a direct rollover to an IRA with Fidelity as soon as administratively practicable after the date of your termination of employment. If your Account balance exceeds \$5,000, you may delay your distribution until you are required by law to receive minimum required distributions. The value of your Account balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed. Your written consent will be required for any distribution if your Account balance is greater than \$5,000.

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 and/or by accessing the NetBenefits® web site at [www.401k.com](http://www.401k.com). All telephone calls will be recorded.

### B. Death

If you are a Participant in the Plan and die, your 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 completed based on the instructions that will be provided to you. If you are married and want to designate all or any portion of your account to someone other than your spouse as your primary Beneficiary, your spouse must consent to this designation by signing the form. His/her signature must be witnessed by a Plan representative or a notary public. To designate a beneficiary you can access the NetBenefits® web site at [www.401k.com](http://www.401k.com). If you do not have access to the internet or prefer to complete your beneficiary designation by paper form, please contact 1-800-835-5097.

If your beneficiary is your surviving spouse, your surviving spouse may elect to roll over the distribution to a traditional or Roth IRA or another employer's retirement plan that will accept the distribution. See Sections C and D below for a description of the rules governing rollover distributions and direct rollover distributions. If your surviving beneficiary is not your surviving spouse, your surviving beneficiary may directly transfer the distribution tax-free to a traditional or Roth IRA maintained in the name of the

deceased employee for the benefit of the surviving beneficiary. A traditional or Roth IRA established in this manner is treated as an “inherited IRA.” The traditional or Roth IRA will be subject to the required minimum distribution rules governing inherited IRAs. These rules are complex. Please consult your professional tax advisor for more information.

## **C. Form of Payments**

### **1. Single Sum Cash Distribution**

Your entire account balance will be paid to you in a single cash distribution, unless you elect either the installment distribution or the direct rollover described below.

### **2. Installment Distribution**

Your account balance will be paid to you in substantially equal annual payments over any period. You may elect to receive a single sum cash distribution of the remainder of your account balance after you start to receive installment distributions, by completing the appropriate form. If you are receiving any installment payments after you reach age 72 (age 70½ if you were born before July 1, 1949), the amount of the installment payments may need to be adjusted to comply with legal minimum required distribution requirements.

### **3. Direct Rollover Distribution**

You may request that your entire single sum distribution (or annual installment distribution if made over a period of less than ten years) be rolled directly into a Fidelity traditional or Roth IRA, a non-Fidelity traditional or Roth IRA or to your new employer’s retirement plan if it accepts rollover contributions. You may also directly roll over after-tax amounts to your new employer’s retirement plan if it separately accounts for after-tax amounts or to an IRA, if available under the terms and agreements of the accepting plan. Federal income taxes will not be withheld on any direct rollover distribution. Roth after-tax contributions can be rolled over only to a Fidelity or non-Fidelity Roth IRA or to your new employer’s retirement plan if it has a Roth contribution feature.

When you call the Fidelity Retirement Benefits Line 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 Fidelity representative.

- a) Rollover to Fidelity IRA – You will be asked whether you have received a Special Tax Notice regarding the distribution options and rights you have under the Plan. To process your rollover, you will be required to complete the appropriate forms provided by Fidelity. The forms will be processed by Fidelity accordingly if received in good order.

- b) Rollover to Non-Fidelity IRA – A check will be issued by the Trustee payable to the IRA custodian or trustee for your benefit. The check will be mailed directly to you. You will be responsible for forwarding it on to the custodian or trustee.
- c) Rollover to your New Employer’s Retirement Plan – You should check with your new employer to determine if its retirement 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 retirement plan. The check will be mailed directly to you. You will be responsible for forwarding it on to the new trustee.

#### **4. Combination Cash Distribution and Direct Rollover Distribution**

You may request that part of your distribution be paid directly to you and the balance rolled into a traditional or Roth IRA or your new employer’s retirement plan. Any cash distribution (other than any after-tax amounts) will be subject to the Federal income tax withholding rules described in Section D below and any direct rollover distribution will be made in accordance with section 3 above. Your direct rollover distribution must be at least \$500.

In the case of a combination distribution, if any portion of the eligible rollover distribution consists of after-tax contributions, the cash 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.

#### **D. Federal Income Tax Withholding**

Any single sum cash distribution (or annual installment distribution if made over a period of less than ten years) paid directly to you will be subject to mandatory federal income tax withholding of 20% of the taxable distribution and the remaining amount will be paid to you. As described in Section F, below, amounts attributable to your Roth after-tax contributions may not be taxable at distribution, and will not be subject to federal tax withholding. You cannot elect out of this tax withholding, but you can avoid it by electing a direct rollover distribution as described above. This withholding is not a penalty but a prepayment of your federal income taxes. The 20% withholding may not cover your entire tax liability. You may roll over the taxable distribution you receive to a traditional or Roth 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 traditional or Roth IRA or your new employer’s eligible retirement 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.

## **E. 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 72 (70½ if you were born before July 1, 1949) 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 72 (70½ if you were born before July 1, 1949). Once you start receiving your minimum required distribution, you should receive it at least annually and you should complete the appropriate documentation each year until all assets in your Account are distributed. If you have any questions about your minimum required distributions, you may call the Fidelity Retirement Benefits Line at 1-800-835-5097.

## **F. Tax Considerations**

Participation in the Plan can offer significant tax advantages; however there are certain tax consequences associated with certain distributions. A few of the tax rules are summarized below.

1. Your Employee pretax regular contributions, pretax catch-up contributions, and any contributions made to the Plan on your behalf by your Employer are not subject to federal income tax until they are paid to you from the Plan. Employee pretax contributions and catch-up contributions are, however, subject to Social Security Tax. In addition, these contributions may be subject to city and/or state income tax, depending upon the city and state in which you reside.
2. Your Employee Roth after-tax regular contributions and Roth after-tax catch-up contributions are subject to federal income tax, Social Security Tax, and city and/or state income tax, if applicable, at the time they are contributed to the Plan. Earnings on Roth after-tax contributions are distributed tax-free as long as you receive a "qualified distribution." Generally speaking, a qualified distribution is one that is taken at least five years from the date you made your first Roth contribution to the Plan and after you have reached age 59½, become disabled, or die. If your distribution is not a qualified distribution, the portion of the distribution attributable to your investment earnings is taxable.
3. If you make pretax or Roth employee contributions to this Plan, to any other retirement plan maintained by your Employer or to an Individual Retirement Arrangement ("IRA"), you may be eligible for a tax credit, called the "saver's credit." This credit could reduce the federal income tax you pay dollar-for-dollar. The amount of the credit you can get is based on the contributions you make and your credit rate. The credit rate can be as low as 10% and as high as 50%, depending on your adjusted gross income—the lower your income, the higher the credit rate. The credit rate also depends on your filing status. For more details, you should review the applicable IRS publications or consult your tax advisor.

4. Except with respect to a qualified distribution of earnings on Roth after-tax contributions as described in item 2 above (which can be tax-free), earnings of the Plan's trust fund, i.e., dividends and interest, are tax deferred.
5. In the event of a taxable withdrawal or distribution from the Plan, amounts withdrawn or distributed are taxed as ordinary income, unless special income averaging described in item 6 is available to you.
6. If you were age 50 prior to 1986, you may be eligible to use "ten year forward averaging" to reduce the taxes on your distribution. You may also be eligible for capital gains treatment for a distribution attributable to pre-74 participation if money was rolled over into the Plan from a prior plan. You should consult your tax advisor for more information.
7. There is a 10% additional income tax on early distributions from a qualified plan. The tax is applied to all amounts distributed from a plan that are included in gross income. The tax is subject to certain exceptions, primarily distributions after attainment of age 59½, distributions on account of termination of employment on or after age 55, and distributions used to pay deductible medical expenses.
8. If you receive a distribution from the Plan, other than a required minimum distribution after age 72 (age 70½ if you were born before July 1, 1949), which you do not have transferred directly to an eligible retirement plan (see Section VIII.C.3 above), federal law generally requires the automatic withholding of 20% of the taxable amount of the distribution as federal income taxes.
9. Your tax liability (or a portion) may be deferred and you may avoid the 10% additional income tax by transferring all (or a portion) of the taxable amount of the distribution (called a "rollover") within sixty days to a traditional individual retirement arrangement (IRA) or to another employer's eligible retirement plan.

THERE MAY BE TAX CONSEQUENCES ASSOCIATED WITH ANY DISTRIBUTION OR WITHDRAWAL UNDER THE PLAN. BEFORE PROCEEDING WITH ANY SUCH DISTRIBUTION OR WITHDRAWAL, IT IS ADVISABLE TO CONSULT A PROFESSIONAL TAX ADVISOR REGARDING THE INCOME TAX CONSEQUENCES.

## **IX. 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 outside of this Plan 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, a Qualified Domestic Relations Order (QDRO), a judgment relating to your conviction of a crime involving the Plan, or a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation. 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 a copy of QDRO procedures by accessing Fidelity's website <http://qdro.fidelity.com>. The QDRO procedures are also available without charge 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 the Plan Sponsor or 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 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 the Plan at any time and for any reason by appropriate written action of its Board of Directors or any other person to whom the Board of Directors delegates such authority. However, any amendment may not reduce the existing vested percentage of your Account balance derived from Employer contributions.

## **E. Plan Termination**

Your Plan Sponsor and your Employer have no legal or contractual obligation to make annual contributions to or to continue the Plan. The Plan Sponsor reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate, with the approval of the Board of Directors. Your Employer may also by action of its Board of Directors terminate its participation in the Plan. In the event of a termination of the Plan, the Plan Administrator will facilitate the distribution of Account balances in single lump sum payments to each Participant in accordance with Plan provisions and applicable legal requirements.



## **X. Top Heavy Test**

Special minimum benefit provisions will apply if the Plan becomes “top-heavy.” The Plan may be considered top heavy if the portion of the total contribution that have been accumulated by key employees is more than permitted by law. In the unlikely event this Plan becomes 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.

## **XI. Participant Rights**

### **A. Denial of Claim and Appeal Procedure**

If you (or your beneficiary) believe that you (or your beneficiary) are entitled to benefits under the Plan, and those benefits have not begun by the date you (or your beneficiary) believe the benefits should have commenced, you (or your beneficiary) may submit to the Plan Administrator a written notification of a claim of right to the benefits.

In the case of a claim for benefits, other than a claim involving disability benefits, that is wholly or partially denied, within 90 days (or 180 days in special cases if the Plan Administrator furnishes notice of the extension before the end of the initial 90-day period) after the claim has been filed, the Plan Administrator will provide the person that filed the claim a written notice of the status of the claim.

In the case of a claim involving disability benefits that is wholly or partially denied, within 45 days after the claim is filed (or within 105 days in special cases with applicable extensions), the Plan Administrator will provide the person that filed the claim a written notice of the status of the claim. If special circumstances require an extension of time for processing the initial claim involving disability benefits, a written notice of an initial extension of up to 30 days will be provided to the claimant before the end of the initial 45-day period. If, prior to the end of the initial 30-day extension period, the Plan Administrator determines that a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days if the claimant is notified of the second extension before the end of the initial extension period.

A notice of the denial of a claim, in whole or in part, will set forth:

- The reason or reasons for the denial;
- Reference to the specific Plan provisions upon which the denial is based;
- A description of any additional material needed before your claim can be considered and an explanation of why such material or information is necessary; and
- An explanation of the claim review procedure set forth below and the time limits applicable to appeals, including a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal.

If your claim involves disability benefits, the notice will also include:

- The specific reason(s) for the denial, including, if applicable, a discussion of the reasons for disagreeing with or not following the views of: (i) a medical professional treating you or vocational professional who evaluated you (you are responsible for presenting these views to the Plan Administrator); (ii) a medical or vocational expert who provided advice with regard to the determination on behalf

of the Plan, whether or not relied upon by the Plan Administrator in its determination; and (iii) a determination as to your disability by the Social Security Administration (you are responsible for providing this determination to the Plan Administrator);

- A copy of internal rules or guidelines relied upon in making this determination;
- A statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request; and
- If an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

Within 60 days of the receipt of a notice denying a claim that does not involve disability benefits, you, your beneficiary or your duly authorized representative may request, in writing, a full review of the claim by the Plan Administrator. In connection with any such review, you, your beneficiary or your duly authorized representative will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits and may submit issues and comments in writing to the Plan Administrator. The Plan Administrator will make a decision within 60 days after your request for a review (or 120 days in the event of special circumstances if the Plan Administrator furnishes notice of the extension before the end of the initial 60-day period).

Within 180 days of the receipt of a notice denying a disability benefit claim, you, your beneficiary or your duly authorized representative may request, in writing, a full review of the claim by the Plan Administrator. In connection with any such review, you, your beneficiary or your duly authorized representative will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits and may submit issues and comments in writing to the Plan Administrator.

Before making any determination with regard to an appeal for disability benefits, the Plan Administrator will promptly provide you, free of charge, with:

- Any new or additional evidence that it has considered, relied upon, or generated in connection with the claim;
- Any new rationale upon which it intends to base its determination on appeal; and
- A reasonable opportunity to respond to the new evidence or rationale, as applicable.

The Plan Administrator will make a decision within 45 days after your request for a review involving disability benefits (or 90 days in the event of special circumstances if the Plan Administrator furnishes notice of the extension before the end of the initial 45-day period).

The Plan Administrator's decision will be binding on all parties. A final notice of the denial of the claim on appeal, in whole or in part, will set forth:

- The reason or reasons for the denial;
- Reference to the specific Plan provisions upon which the denial is based;
- Your right to, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
- A statement of your right to bring a civil action under section 502(a) of ERISA.

If your claim involves disability benefits, the notice will also include:

- The specific reason(s) for the adverse determination, including, if applicable, a discussion of the reasons for disagreeing with or not following the views of: (i) a medical professional treating you or vocational professional who evaluated you (you are responsible for presenting these views to the Plan Administrator); (ii) a medical or vocational expert who provided advice with regard to the determination on behalf of the Plan, whether or not relied upon by the Plan Administrator in its determination; and (iii) a determination as to your disability by the Social Security Administration (you are responsible for providing this determination to the Plan Administrator);
- A copy of internal rules or guidelines relied upon in making this determination; and
- If an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

If you believe that the Plan has failed to follow these procedures regarding a disability benefit claim, you may request an explanation from the Plan Administrator. The Plan Administrator is required to respond to your request within 10 days.

If you, your beneficiary, or another interested person challenges the decision, a review by a court of law will be limited to the facts, evidence and issues presented during the claims procedure set forth above. Facts and evidence that become known to you, your beneficiary, or another interested person after having exhausted the appeals procedure may be submitted for reconsideration of the appeal in accordance with the time limits established above. Issues not raised during the initial appeal will be deemed waived.

## **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:

### **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. You may request this statement in writing no more than once every twelve (12) months. The Plan must provide the statement free of charge.

### **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, 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 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 after exhausting the Plan's claims procedures. 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 after exhausting the Plan's claims procedures. 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.

### **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 at (866) 444-3272. You may seek additional assistance by calling EBSA toll free at (866) 444-EBSA or by directing electronic inquiries to EBSA's website at [www.askebsa.dol.gov](http://www.askebsa.dol.gov).

### **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.

## XII. 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. 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 quarterly Account statement or speak with your Plan Administrator.

## **Appendix A. Loan Procedures**

### **A. Initiating Loans**

#### **1. Loan Application**

If you met the Plan's eligibility and entry date requirements, you may only apply for one loan each Plan Year. The approval of your Plan Administrator will be required before any loan transaction can be completed. Loans will be allowed for any purpose. A loan set up fee of \$35 will be deducted from your Account for each new loan processed. You can apply for a loan by calling the Fidelity Retirement Benefits Line at 1-800-835-5097 or by accessing the NetBenefits<sup>®</sup> web site at [www.401k.com](http://www.401k.com). All telephone calls will be recorded.

#### **2. Loan Amount**

The amount of the loan, plus the outstanding balance of any other loan from the Plan, may not exceed the lesser of one-half of your Account balance, or \$50,000 reduced by the excess of the highest outstanding loan balance in your Account during the prior twelve month period over the outstanding balance of any loan from the Plan on the date on which your new loan is made. All of your loans from plans maintained by your Employer or certain affiliates of your Employer will be considered for purposes of determining the maximum amount of your loan.

The minimum loan is \$1,000. Up to 50% of your Account balance may be used as collateral for any loan.

The investment funds in which your Account is invested will be liquidated in proportional amounts to fund the loan (i.e., the percentage taken from each investment fund will equal the percentage of the total Account invested in that fund) and the outstanding loan balance is carried on your record as a loan account.

#### **3. Number of Loans**

You may have one general purpose and one home loan outstanding at any given time. You may not refinance an existing loan or obtain a second loan for the purpose of paying off the existing loan.

#### **4. Interest Rate**

All loans shall bear a reasonable rate of interest as determined by the Plan Administrator based on the prevailing interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. The interest rate shall remain fixed throughout the duration of the loan. However, if you are on a leave of absence due to service in the U.S. military, loan payments will be waived during the absence and the interest rate on your loan will be capped at 6% to the extent required by applicable law.



## **B. Loan Repayments and Loan Maturity**

All loans must be repaid in level payments through after-tax payroll deductions on at least a quarterly basis over a five year period unless it is for the purchase of your principal residence in which case the loan repayment period may not extend beyond 15 years from the date of the loan. Loan repayment deductions are deposited in investment funds according to your most current investment election for new monthly contributions.

Payroll deductions are authorized by a promissory note which sets out the repayment schedule. The promissory note cannot be revoked once it has been signed by you. The level repayment requirement may be waived for a period of one year or less if you are on an unpaid leave of absence, or where your pay during your leave of absence is not sufficient to cover the loan repayments; however, the repayment schedule will not be extended beyond the maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of the time missed on leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be reamortized to extend the length of the loan by the length of the leave.

It is your responsibility to ensure that payroll deductions are made beginning on the commencement date indicated on the promissory note. If, for any reason, payroll deductions do not begin on time or stop before a loan is repaid, you should notify your local Benefits Department. You will be assessed an annual fee of \$15 for each outstanding loan.

The outstanding balance of a loan can be prepaid in full at any time without penalty. Please contact the Fidelity Retirement Benefits Line at 1-800-835-5097 for details on how to make the payment.

## **C. Loan Defaults**

### **1. Defaulting on a Loan**

The Plan Administrator will consider a loan in default if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially considered past due. You will also be considered in default of your loan if you have an outstanding loan balance on the date that you request a distribution from the Plan.

### **2. Consequences of Defaulting on a Loan**

In the event of a default, the entire outstanding principal and accrued interest will be immediately due and payable and will be deducted from your Account before you receive a distribution from the Plan. You will be taxed on the outstanding balance of your loan at the time of your default and an additional 10% tax could apply if you are under age 59½ at the time of your default.

If a loan is in default before you have terminated employment, you will have a “deemed distribution” of your outstanding loan balance. A Form 1099-R will be issued to you to report income for the tax year in which a deemed distribution occurs. Your loan will remain outstanding and you will not be able to take a new loan from the Plan until you either repay the entire outstanding loan balance or your loan is foreclosed. Once you terminate employment, the Plan Administrator will foreclose on the loan and attach the security for the loan to the extent necessary to satisfy the amount in default. You may repay a loan that has been deemed to be distributed at any time prior to the date that the loan is foreclosed. Any loan repayments made after a deemed distribution will be contributed to an after-tax account since you were previously taxed on the amount of the loan.

If the loan is in default after the participant has terminated employment, the full loan amount will be immediately deducted from his or her account. This is referred to as a loan offset. If the participant or beneficiary receives a cash distribution from the Plan at the same time that the loan amount is deducted from his or her account, federal income tax withholding will be calculated on the total account balance, including the defaulted loan balance. A Form 1099-R will be issued to the participant to report income equal to the amount of the defaulted loan balance plus the amount of any other distribution from the Plan.